

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 8
 to
CONTRACT NO. 071B9200310
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR		PRIMARY CONTACT		EMAIL
Griffin Pest Control 2700 Stadium Drive Kalamazoo MI, 49008		Pamela Blauvelt		pamebgpc@griffinpest.com
		PHONE		CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
		(888) 547-4334 x1012		2982
STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MDOC	Kari Kerstetter	(517)-780-6102	kerstetterk@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Steve Rigg	(517) 284-7043	riggs@michigan.gov
CONTRACT SUMMARY				
DESCRIPTION: PEST CONTROL SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 1, 2009	September 30, 2012	2 - 1 Year	September 30, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$ 295,466.50		\$ 49,000.00	\$ 344,466.50	
DESCRIPTION: Effective October 9, 2015, this Contract is hereby increased by \$49,000.00. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB approval.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 7
 to
CONTRACT NO. 071B9200310
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Griffin Pest Control 2700 Stadium Drive Kalamazoo, MI 49008	Pamela Blauvelt	pamebgpc@griffinpest.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	888-547-4334 ext. 1012	2982

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MDOC	Kari Kerstetter	517-780-6102	kerstetterk@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Steve Rigg	517-284-7043	riggs@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Pest Control Services – Michigan Department of Corrections - Regional Business Office			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2009	September 30, 2012	2, one year	September 30, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	One year	September, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$295,466.50		\$0.00	\$295,466.50	
DESCRIPTION: Effective September 10, 2015, this contract is hereby extended through September 30, 2016. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on September 10, 2015.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
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CHANGE NOTICE NO. 6
 to
CONTRACT NO. 071B9200310
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Griffin Pest Control 2700 Stadium Drive Kalamazoo, MI 49008	Pamela Blauvelt	pamebgpc@griffinpest.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(888) 547-4334 x 100	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOC	Kari Kerstetter	517-780-6102	kerstetterk@michigan.gov
BUYER	DTMB	Lisa Crozier-Green	517-284-7042	CrozierGreenL@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Pest Control Services – Michigan Department of Corrections – Regional Business Office			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2009	August 31, 2012	2, 1 Year Options	August 31, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	One (1) Year	September 30, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$50,000.00		\$295,466.50		

Effective October 1, 2014 the contract is EXTENDED ONE YEAR and the Expiration Date is REVISED, therefore the Contract Expiration Date is hereby changed to September 30, 2015. In addition, this Contract is hereby INCREASED by \$50,000.00. Change Buyer to Lisa Crozier-Green. All other terms, conditions, pricing, and specifications remain the same. Per agency request, vendor agreement, DTMB-Procurement approval, and the approval of the State Administrative Board on June 24, 2014.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

August 23, 2013

CHANGE NOTICE NO. 5
 to
CONTRACT NO. 071B9200310
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Griffin Pest Control 2700 Stadium Drive Kalamazoo, MI 49008	Denise DeVries	denise@griffinpest.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(888) 547-4334 x100	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOC	Maria Gutenkunst	517-780-6104	gutenkunstm@michigan.gov
BUYER	DTMB	Lymon Hunter	517-241-1145	hunterl@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Pest Control Services – Department of Corrections – Regional Business Office			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2009	August 31, 2012	2, 1 Year Options	August 31, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	NA	NA	NA
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
NA			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	August 31, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$47,500.00		\$245,466.50		
Effective August 31, 2013, the second option year on this Contract is hereby exercised. The new end date is August 31, 2014. This Contract is also INCREASED by \$47,500.00.				
All other terms, conditions, pricing and specifications remain the same.				
Per agency (Maria Gutenkunst dated 6/27/13) and agency (Denise Devries dated 8/20/13) agreement and DTMB				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

April 19, 2013

CHANGE NOTICE NO. 4
 to
CONTRACT NO. 071B9200310
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Griffin Pest Control 2700 Stadium Drive Kalamazoo, MI 49008	Denise DeVries	denise@griffinpest.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(888) 547-4334 x100	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOC	Maria Gutenkunst	517-780-6104	gutenkunstm@michigan.gov
BUYER	DTMB	Lymon Hunter	517-241-1145	hunterl@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Pest Control Services – Department of Corrections – Regional Business Office			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2009	August 31, 2012		August 31, 2012
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	NA	NA	NA
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
NA			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	August 31, 2013
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$45,800.00		\$197,966.50		

Effective April 8, 2013, the warehouse is hereby added to this contract. This building was originally omitted from the attachment A, per the attached, revised, item listing. This contract is hereby INCREASED by \$45,800.00. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement and DTMB approval.

**Revised Item Listing
Pest Control Service**

<u>Item #</u>	<u>Description</u>	<u>Annual Price</u>
001	<p>Regional Areas at 1994 Parnall Road Jackson, Michigan Service Areas: Building #218 & #126 Regional Warehouse, Store Rooms, Offices, Docks, Auxiliary Warehouses Service shall be performed two (2) times per month and on as a needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$47.50</p>	\$1,140.00
002	<p>Regional Area at 4000 Cooper Street Jackson, Michigan Service Area: Regional Business Office Service includes: All offices, basement eating area, storage areas including basement storage. Service shall be performed on a monthly basis and on an as needed basis with contractor responding within 48 hours of the agency's request. Price per service: \$31.30 Other Regional Areas include Regional Administration, Regional Maintenance, Regional Medical Office are on an as needed basic. Price per service: \$73.00</p>	\$375.60 \$876.00
003	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: C Unit (Housing Unit) Service includes: All common areas, individual cells, gun turrets, offices, storage areas, work stations, basements and catwalks. Service shall be performed four (4) times per year and also on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$50.25</p>	\$201.00
004	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: C Unit Food Service Area – All Areas Service shall be performed on a monthly basis and also on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$15.65</p>	\$187.80

		<u>Annual Price</u>
005	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: Kitchen Building #141 Service includes: Kitchen facility, dining facility and basement. Service shall be performed two (2) times per month or on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$47.50</p>	\$1,140.00
006	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: Administration Building #140 – All Areas Service shall be performed monthly or on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$14.50</p>	\$174.00
007	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: Duane Waters Hospital, Building #193 Service includes all janitor closets, storage rooms, individual rooms, work stations, sub kitchen and other miscellaneous areas specifically requested by the agency. Service shall be performed on a monthly basis or on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$30.30</p>	\$363.60
008	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: Cell Block 1 (Housing Unit) Service includes: Individual cells, cell blocks, office, restrooms, storage areas, basements, catwalks, etc. Service shall be performed three (3) times per year or on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$50.25</p>	\$150.75
009	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: Cell Block 2 (Housing Unit) Service includes: individual cells, cell blocks, offices, restrooms, storage areas, basements, catwalks, etc. Service shall be performed three (3) times per year or on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$50.25</p>	\$150.75

		<u>Annual Price</u>
010	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: Cell Block 3 (Housing Unit) Service includes: individual cells, cell block, offices, restrooms, storage areas, basements, catwalks, etc. Service shall be performed three (3) times per year or on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$50.25</p>	\$150.75
011	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: Intake Area's Building #142 Service includes: gym recreation room, auditorium, property room, quartermaster, classrooms, janitor closets & other miscellaneous areas specifically requested by the agency. Service shall be performed two (2) times per month or on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$20.00</p>	\$480.00
012	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: Maintenance Building #146 – All Areas Service shall be performed monthly or on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$12.40</p>	\$148.80
013	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Healthcare/Old Prisoner Store – All Areas Service shall be performed weekly and on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$10.25</p>	\$533.00
014	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Building 80 Service includes: Staff Break Room, Maintenance Break Room and Front Lobby Break Area. Service shall be performed monthly and on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$10.25</p>	\$533.00

		<u>Annual Price</u>
015	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Storage Areas: Building 80 – All Areas Service shall be performed monthly and on an as needed basis with the contractor responding within 48 hours of agency’s request. Price per service: \$10.25</p>	\$123.00
016	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Quartermaster area: Building 80 – All Areas Service shall be performed monthly and on an as needed basis with the contractor responding within 48 hours of agency’s request. Price per service: \$8.45</p>	\$101.40
017	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Property Room: Building 80 – All Areas Service shall be performed monthly and on an as needed basis with the contractor responding within 48 hours of agency’s request. Price per service: \$8.45</p>	\$101.40
018	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Health Care Services: Building 80 – All Areas Service shall be performed monthly and on an as needed basis with the contractor responding within 48 hours of agency’s request. Price per service: \$12.40</p>	\$148.80
019	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Food Storage Freezer-Building 80 – All Areas Service shall be performed weekly and on an as needed basis with the contractor responding within 48 hours of agency’s request. Price per service: \$4.50</p>	\$234.00
020	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Food Service Building #79 – All Areas Service shall be performed weekly and on an as needed basis with the contractor responding within 48 hours of agency’s request. Price per service: \$35.75</p>	\$1,859.00

		<u>Annual Price</u>
021	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Warden’s Building/Work Fit, Bldg #57 – All Areas Service shall be performed quarterly and on an as needed basis with the contractor responding within 48 hours of agency’s request. Price per service: \$18.50</p>	\$74.00
022	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Visiting Center/Deputy Suite, Bldg. #92 – All Areas Service shall be performed quarterly and on an as needed basis with the contractor responding within 48 hours of agency’s request. Price per service: \$15.50</p>	\$62.00
023	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Old Traffic Bldg., Record Retention, Bldg. #61 All Areas Service shall be performed quarterly and on an as needed basis with the contractor responding within 48 hours of agency’s request. Price per service: \$18.50</p>	\$74.00
024	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Old Southgate, Bldg. #65 – All Areas Service shall be performed quarterly and on an as needed basis with the contractor responding within 48 hours of agency’s request. Price per service: \$18.50</p>	\$74.00
025	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Chapel, Bldg. #53 – All Areas Service shall be performed quarterly and on an as needed basis with the contractor responding within 48 hours of agency’s request. Price per service: \$18.50</p>	\$74.00
026	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Levin School, Bldg. #91 – All Areas Service shall be performed quarterly and on an as needed basis with the contractor responding within 48 hours of agency’s request. Price per service: \$18.50</p>	\$74.00

033	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan</p> <p>Service Area: Gymnasium, Bldg. #219 – All Areas Service shall be performed quarterly and on an as needed basis with the contractor responding within 48 hours of agency’s request.</p> <p>Price per service: \$18.50</p>	<p><u>Annual Price</u></p> <p>\$74.00</p>
034	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan</p> <p>Service Area: 8 Block (Housing Unit) Service includes: All common areas, individual cells, gun turrets, offices, storage areas, work stations, basements and catwalks. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency’s request.</p> <p>Price per service: \$16.25</p>	<p>\$195.00</p>
035	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan</p> <p>Service Area: 9 Block (Housing Unit) Service includes: All common areas, individual cells, gun turrets, offices, storage areas, work stations, basements and catwalks. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency’s request.</p> <p>Price per service: \$16.25</p>	<p>\$195.00</p>
036	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan</p> <p>Service Area: 10 Block (Housing Unit) Service includes: All common areas, individual cells, gun turrets, offices, storage areas, work stations, basements and catwalks. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency’s request.</p> <p>Price per service: \$16.25</p>	<p>\$195.00</p>
037	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan</p> <p>Service Area: 16 Block (Housing Unit) Service includes: All common areas, individual cells, gun turrets, offices, storage areas, work stations, basements and catwalks. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency’s request.</p> <p>Price per service: \$16.25</p>	<p><u>Annual Price</u></p> <p>\$195.00</p>

- 038 **Parnall Correctional Facility, 1780 E. Parnall Road
Jackson, Michigan**
Service Area: Wing Barracks 101
Service includes: All Kitchen Areas
Service shall be performed **weekly** and also on an as needed basis with the contractor responding within 48 hours of agency's request.
Price per service: \$12.40 **\$644.80**
- 039 **Parnall Correctional Facility, 1780 E. Parnall Road
Jackson, Michigan**
Service Area: Wing Barracks 101
Service includes: All Housing Area
Service shall be performed **monthly** and also on an as needed basis with the contractor responding within 48 hours of agency's request.
Price per service: \$10.40 **\$124.80**
- 040 **Parnall Correctional Facility, 1780 E. Parnall Road
Jackson, Michigan**
Service Area: A Unit (Housing Unit)
Service includes: All common areas, individual cells, gun turrets, offices, storage areas, work stations, basements and catwalks.
Service shall be performed **four (4)** times per year and also on an as needed basis with the contractor responding within 48 hours of agency's request
Price per service: \$50.00 **\$200.00**
- 041 **Parnall Correctional Facility, 1780 E. Parnall Road Annual Price
Jackson, Michigan**
Service Area: B Unit (Housing Unit)
Service includes: All common areas, individual cells, gun turrets, offices, storage areas, work stations, basements and catwalks.
Service shall be performed **four (4)** times per year and also on an as needed basis with the contractor responding within 48 hours of agency's request.
Price per service: \$41.80 **\$167.20**
- 042 **Cooper Street Facility, 3100 Cooper Street
Jackson, Michigan**
Service Area: Food Service Building
Service includes: All food preparation & storage areas, serving & dining areas, outside loading dock, trash and garbage areas.
Service shall be performed **monthly** and also on an as needed basis with the contractor responding within 48 hours of agency's request.
Price per service: \$18.75 **\$225.00**

	Price per service: \$12.00	\$144.00
049	<p>Cooper Street Facility, 3100 Cooper Street Jackson, Michigan Service Area: Housing Unit C/D Service includes: All common areas, offices, storage rooms, halls, mechanical rooms and sleeping areas. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency's request.</p> <p>Price per service: \$12.00</p>	\$144.00
050	<p>Cooper Street Facility, 3100 Cooper Street Jackson, Michigan Service Area: Housing Unit E Service includes: All common areas, offices, storage rooms, halls, mechanical rooms and sleeping areas. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency's request.</p> <p>Price per service: \$7.00</p>	\$84.00
051	<p>Cooper Street Facility, 3100 Cooper Street Jackson, Michigan Service Area: Housing Unit F/G Service includes: All common areas, offices, storage rooms, halls, mechanical rooms and sleeping areas. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency's request.</p> <p>Price per service: \$12.00</p>	<u>Annual Price</u> \$144.00
052	<p>Cooper Street Facility, 3100 Cooper Street Jackson, Michigan Service Area: Housing Unit H/I Service includes: All common areas, offices, storage rooms, halls, mechanical rooms and sleeping areas. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency's request.</p> <p>Price per service: \$12.00</p>	\$144.00
053	<p>Cooper Street Facility, 3100 Cooper Street Jackson, Michigan Service Area: Housing Unit J/K Service includes: All common areas, offices, storage rooms, halls, mechanical rooms and sleeping areas. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency's request.</p> <p>Price per service: \$12.00</p>	\$144.00

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

September 28, 2012

CHANGE NOTICE NO. 3
 to
CONTRACT NO. 071B9200310
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Griffin Pest Control 2700 Stadium Drive Kalamazoo, MI 49008	Denise DeVries	denise@griffinpest.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(888) 547-4334 x100	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOC	Maria Gutenkunst	517-780-6104	gutenkunstm@michigan.gov
BUYER	DTMB	Lymon Hunter	517-241-1145	hunterl@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Pest Control Services – Department of Corrections – Regional Business Office			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2009	August 31, 2012		August 31, 2012
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	NA	NA	NA
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
NA			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	August 31, 2013
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$8,409.35		\$152,166.50		
Effective September 25, 2012, this contract is hereby INCREASED by \$8,409.35 and extended one year to August 31, 2013, using the first option year. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement and DTMB approval.				

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
 OR
530 W. ALLEGAN, LANSING, MI 48933

May 17, 2010

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B9200310
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Griffin Pest Control 2700 Stadium Drive Kalamazoo, MI 49008 <p style="text-align: right;">Jeff@GriffinPest.com</p>	TELEPHONE (888) 547-4334 x100 Jeff Spencer
	BUYER/CA (517) 241-1218 Brandon Samuel
	Contract Compliance Inspector: Sandi Fairbanks (517) 780-6104 Pest Control Services – Department of Corrections – Regional Business Office
CONTRACT PERIOD: From: October 1, 2009 To: August 31, 2012	
TERMS <p style="text-align: center;">NET 45 DAYS</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective May 5, 2010, this Contract is hereby INCREASED by \$71,136.00.

Also effective May 5, 2010, the Macomb Correctional Facility, Mound Correctional Facility, Women’s Huron Valley Correctional and Cassidy Lake (SAI) Facility are hereby ADDED to this Contract.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request, OSE approval, vendor quote, Ad Board approval on 5/4/2010, and DTMB/Purchasing Operations’ approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$143,757.15o

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 23, 2010

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B9200310
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Griffin Pest Control 2700 Stadium Drive Kalamazoo, MI 49008 Jeff@GriffinPest.com	TELEPHONE (888) 547-4334 x100 Jeff Spencer
	BUYER/CA (517) 241-1218 Brandon Samuel
	Contract Compliance Inspector: Sandi Fairbanks (517) 780-6104 Pest Control Services – Department of Corrections – Regional Business Office
CONTRACT PERIOD: From: October 1, 2009 To: August 31, 2012	
TERMS NET 45 DAYS	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective March 19, 2010, Ryan Correctional Facility is hereby ADDED to this Contract per the quote received from the Contractor dated February 15, 2010.

Also effective March 19, 2010, this Contract is hereby INCREASED by \$20,160.00

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request (PRF dated 2/22/10), Contractor agreement (letter dated 2/15/10), OSE approval (OSE Form #OSE-1071-10 dated 2/25/10), and DTMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: **\$72,621.15**

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

September 23, 2009

**NOTICE
 TO
 CONTRACT NO. 071B9200310
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Griffin Pest Control 2700 Stadium Drive Kalamazoo, MI 49008 Jeff@GriffinPest.com		TELEPHONE (888) 547-4334 x100 Jeff Spencer
		BUYER/CA (517) 241-1218 Brandon Samuel
		Contract Compliance Inspector: Sandi Fairbanks (517) 780-6104 Pest Control Services – Department of Corrections – Regional Business Office
CONTRACT PERIOD: From: October 1, 2009 To: August 31, 2012		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

The terms and conditions of this Contract are those of RFP #071I9200209, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Current Authorized Spend Limit: \$52,461.15



**STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations**

CONTRACT NO. 071B9200310

Pest Control Services – Corrections/Regional Business Office

Awarded To:
Griffin Pest Solutions
2700 Stadium Dr.
Kalamazoo, MI 49008

Buyer Name: Brandon Samuel
Telephone Number: 517-241-1218
E-Mail Address: samuelb@michigan.gov



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ATTACHMENTS:

Attachment A, Pricing



DEFINITIONS

“Days” means calendar days unless otherwise specified.

“24x7x365” means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

“Additional Service” means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“Audit Period” has the meaning given in **Section 2.112**.

“Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.

“Blanket Purchase Order” is an alternate term for Contract and is used in the States computer system.

“Business Critical” means any function identified in any Statement of Work as Business Critical.

“Chronic Failure” is defined in any applicable Service Level Agreements.

“Deleted – Not Applicable” means that section is not applicable or included in this Contract. This is used as a placeholder to maintain consistent numbering.

“Deliverable” means physical goods and/or commodities as required or identified by a Statement of Work.

“DMB” means the Michigan Department of Management and Budget.

“Environmentally preferable products” means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

“Excusable Failure” has the meaning given in **Section 2.244**.

“Hazardous material” means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

“Incident” means any interruption in Services.

“ITB” is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders.

“Key Personnel” means any Personnel designated in **Section 1.031** as Key Personnel.

“New Work” means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“Ozone-depleting substance” means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

“Post-Consumer Waste” means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

“Post-Industrial Waste” means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.



“Recycling” means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

“Reuse” means using a product or component of municipal solid waste in its original form more than once.

“RFP” means a Request for Proposal designed to solicit proposals for services.

“Services” means any function performed for the benefit of the State.

“Source reduction” means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

“State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

“Subcontractor” means a company Contractor delegate’s performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

“Unauthorized Removal” means the Contractor’s removal of Key Personnel without the prior written consent of the State.

“Waste prevention” means source reduction and reuse, but not recycling.

“Waste reduction”, or “pollution prevention” means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

“Work in Progress” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

“Work Product” refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project

This Contract is for pest control services for correctional facilities located in Jackson, and Adrian, Michigan for the Michigan Department of Corrections (DOC).

1.012 Background

This is per Policy Directive PD 04.03.102, sanitation and housekeeping standards at all state-owned Correctional Facilities.

1.020 Scope of Work and Deliverables

1.021 In Scope

The Contractor shall provide pest management measures as needed to control the pests for roaches (all kinds), mice, rats, ants, silverfish, carpet beetles, spiders and pantry pests, in accordance with the applicable standards of the National Pest Control Association and to maintain the areas pest-free unless pest threshold levels are established elsewhere.

The Contractor shall only include usage of pesticides registered under the Natural Resources and Environmental Protection Act, Act No. 451, Public Acts 1994, Part 83, Pesticide Control. This can be found at:

[http://www.legislature.mi.gov/\(S\(b34syb45vemx0vj1wss2kzrq\)\)/mileg.aspx?page=getobject&objectname=mcl-451-1994-II-2-83&query=on&highlight=pesticide#top](http://www.legislature.mi.gov/(S(b34syb45vemx0vj1wss2kzrq))/mileg.aspx?page=getobject&objectname=mcl-451-1994-II-2-83&query=on&highlight=pesticide#top)

Contractor shall make emergency service calls when requested by authorized DOC personnel at no extra charge (evening or weekends) to meet the institutions' scheduling needs. If a mobilization occurs during the Contractor's scheduled visit, the Contractor will be asked to leave the institution for the duration of the mobilization and will be available to return the facility to complete the services within 24 hours.

1.022 Work and Deliverable

The Contractor must provide deliverables/services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. The Contractor shall service all areas per frequency (listed on Attachment A, Pricing) for pest control services at the following locations:
 - Duane Waters Hospital
 - Charles E. Egeler Reception and Guidance Center, C-Unit
 - Regional Administration Building
 - Regional Business Offices
 - Cooper Street Correctional Facility
 - Parnall Correctional Facility
 - Medical Monitor's Office
 - Regional Warehouse
 - Gus Harrison Correctional Facility – All food service areas and housing units
 - Parr Highway Correctional Facility – All food service areas and housing units, and the Michigan State Industries plate factory
2. The Contractor shall make emergency service calls when requested by authorized DOC personnel at no extra charge.
3. The Contractor shall only include usage of pesticides registered under the Natural Resources and Environmental Protection Act, Act No. 451, Public Acts 1994, Part 83, Pesticide Control. This can be found at:
[http://www.legislature.mi.gov/\(S\(b34syb45vemx0vj1wss2kzrq\)\)/mileg.aspx?page=getobject&objectname=mcl-451-1994-II-2-83&query=on&highlight=pesticide#top](http://www.legislature.mi.gov/(S(b34syb45vemx0vj1wss2kzrq))/mileg.aspx?page=getobject&objectname=mcl-451-1994-II-2-83&query=on&highlight=pesticide#top)



4. The Contractor shall provide a report of service performed at each location, including integrated pest management records to the Facilities Manager of that location. The report shall be submitted at the completion of each service call.
5. The Contractor shall fully guarantee that pest control services that are performed will be satisfactory to the facility manager of the location being serviced.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

The Contractor will use a verifiable integrated pest management approach as part of the pest control program. Inspections during treatment are mandatory as part of the services provided by the certified pest control operator. Only certified pest control operators will provide services.

Contractor must maintain adequate number of certified staff to assure continuation of quality uninterrupted services in instances of personal emergencies, illnesses, quits, etc., and to adequately perform Contract specifications.

1.040 Project Plan

1.041 Project Plan Management

The Contractor shall identify the project plan. If there is no project plan, then the Contractor should propose a project plan for the project. The Contractor shall present a project management plan, identifying methods, tools and processes proposed to oversee the project, address issues/changes as they may arise, and keep the appropriate parties apprised of progress.

1.050 Acceptance

1.051 Criteria – Deleted – Not Applicable

1.052 Final Acceptance

Final acceptance is when the Contractor has performed all pest control measures satisfactorily and a correct invoice has been submitted for payment.

1.060 Pricing

1.061 Pricing

For authorized Services and Price List, see Attachment A.

Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See www.michigan.gov/dmb for current rates.

1.062 Price Term

Prices are firm for the entire length of this Contract from the date this Contract becomes effective.



1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Holdback – Deleted – Not Applicable

1.070 Additional Requirements

1.071 Additional Terms and Conditions specific to this Contract - Deleted – Not Applicable



Article 2. Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of three (3) years beginning October 1, 2009. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of this Contract, unless otherwise extended under this Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. This Contract may be renewed for up to two additional one year periods.

2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of this Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under this Contract, including the purchase of necessary materials, until both parties have signed this Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against this Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

(a) This Contract, including any Statements of Work and Exhibits, to the extent not contrary to this Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of this Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of this Contract, which may be modified or amended only by a formal Contract amendment.

2.007 Headings

Captions and headings used in this Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

**2.008 Form, Function & Utility**

If this Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

Each provision of this Contract is severable from all other provisions of this Contract and, if one or more of the provisions of this Contract is declared invalid, the remaining provisions of this Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in this Contract, if either party requires the consent or approval of the other party for the taking of any action under this Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of this Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of this Contract.

2.012 Survival

Any provisions of this Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of this Contract for any reason. Specific references to survival in this Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration**2.021 Issuing Office**

This Contract is issued by the Department of Management and Budget, Purchasing Operations and Department of Corrections/Regional Business Office. Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to this Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Brandon Samuel – Buyer Specialist
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
samuelb@michigan.gov
517-241-1218

2.022 Contract Compliance Inspector (CCI)

After DMB-Purchasing Operations receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with Department of Corrections/Regional Business Office, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for this Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of this Contract as that authority is retained by DMB Purchasing Operations.** The CCI for this Contract is:

Sandi Fairbanks – Regional Purchasing
Department of Corrections
4000 Cooper Street, Jackson, MI 49201
fairbasa@michigan.gov
517-780-6104
517-780-6103

2.023 Project Manager – Deleted – Not Applicable

**2.024 Change Requests**

The State reserves the right to request from time to time any changes to the requirements and specifications of this Contract and the work to be performed by the Contractor under this Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect this Contract.

2.025 Notices

Any notice given to a party under this Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:

State of Michigan
Purchasing Operations
Attention: Brandon Samuel
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor: Griffin Pest Solutions
Name Denise DeVries
Address 2700 Stadium Dr.
Kalamazoo, MI 49008

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in this Contract. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of this Contract.

**2.028 Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless stated otherwise in this Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under this Contract.

2.029 Assignments

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under this Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign this Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign this Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform this Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on this Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under this Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under this Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under this Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions**2.031 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with this Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

**2.037 Disaster Recovery**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions**2.041 Fixed Prices for Services/Deliverables**

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General

(a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for this Contract will be mutually agreed upon by the State and the Contractor. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

2.045 Pro-ration – Deleted – Not Applicable**2.046 Antitrust Assignment**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

**2.047 Final Payment**

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under this Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

2.050 Taxes**2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management**2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel – Deleted – Not Applicable**2.063 Re-assignment of Personnel at the State's Request**

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

**2.064 Contractor Personnel Location**

All staff assigned by Contractor to work on this Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for this Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 Contractor Return of State Equipment/Resources – Deleted – Not Applicable**2.068 Contract Management Responsibilities**

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, this Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of this Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.

2.070 Subcontracting by Contractor – Deleted – Not Applicable (Subcontractor will not be allowed under this Contract).**2.071 Contractor Full Responsibility – Deleted – Not Applicable****2.072 State Consent to Delegation – Deleted – Not Applicable****2.073 Subcontractor Bound to Contract – Deleted – Not Applicable****2.074 Flow Down – Deleted – Not Applicable****2.075 Competitive Selection – Deleted – Not Applicable****2.080 State Responsibilities****2.081 Equipment – Deleted – Not Applicable****2.082 Facilities – Deleted – Not Applicable**



2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by this Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Requirements – Deleted – Not Applicable

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.



Promptly upon termination or cancellation of this Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with this Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with this Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to this Contract and to the Services, equipment, and commodities provided under this Contract) pertaining to this Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

**2.115 Errors**

(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of this Contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties – Deleted – Not Applicable

2.121 Warranties and Representations – Deleted – Not Applicable

2.122 Warranty of Merchantability – Deleted – Not Applicable

2.123 Warranty of Fitness for a Particular Purpose – Deleted – Not Applicable

2.124 Warranty of Title – Deleted – Not Applicable

2.125 Equipment Warranty – Deleted – Not Applicable

2.126 Equipment to be New – Deleted – Not Applicable

2.127 Prohibited Products – Deleted – Not Applicable

2.128 Consequences For Breach – Deleted – Not Applicable

2.130 Insurance**2.131 Liability Insurance**

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage's provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.



The Contractor is required to pay for and provide the type and amount of insurance checked below:

1. Commercial General Liability with the following minimum coverage:
- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:
- \$100,000 each accident
 - \$100,000 each employee by disease
 - \$500,000 aggregate disease

2.132 Subcontractor Insurance Coverage – Deleted – Not Applicable

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DMB-Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THIS CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include this Contract or Purchase Order number affected. Before this Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons.



Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification – Deleted – Not Applicable

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under this Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification – Deleted – Not Applicable

2.145 Continuation of Indemnification Obligations

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of this Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law.



But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches this Contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

(a) The State may terminate this Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

**2.154 Termination for Non-Appropriation**

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for this Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under this Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of this Contract and which are resulting from this Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

**2.158 Reservation of Rights**

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor**2.161 Termination by Contractor**

If the State breaches this Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.190** before it terminates this Contract.

2.170 Transition Responsibilities- – Deleted – Not Applicable

2.171 Contractor Transition Responsibilities – Deleted – Not Applicable

2.172 Contractor Personnel Transition – Deleted – Not Applicable

2.173 Contractor Information Transition – Deleted – Not Applicable

2.174 Contractor Software Transition – Deleted – Not Applicable

2.175 Transition Payments – Deleted – Not Applicable

2.176 State Transition Responsibilities – Deleted – Not Applicable

2.180 Stop Work**2.181 Stop Work Orders**

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, this Contract price, or both, and this Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of this Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under this Contract. Any adjustment will conform to the requirements of **Section 2.024**.

**2.183 Allowance of Contractor Costs**

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.150**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.

2.190 Dispute Resolution**2.191 In General**

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to this Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under this Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

- (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to this Contract will be honored in order that each of the parties may be fully advised of the other's position.
- (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under this Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of this Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

**2.194 Continued Performance**

Each party agrees to continue performing its obligations under this Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate this Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements**2.201 Nondiscrimination**

In the performance of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of this Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to this Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.204 Prevailing Wage – Deleted – Not Applicable**2.210 Governing Law****2.211 Governing Law**

This Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from this Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.



2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of this Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB Purchasing Operations.
- (2) Contractor must also notify DMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (3) Contractor must also notify DMB Purchasing Operations within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure – Deleted – Not Applicable

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:



- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance – Deleted – Not Applicable

2.242 Service Level Agreements (SLAs) – Deleted – Not Applicable

2.243 Liquidated Damages – Deleted – Not Applicable

2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under this Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under this Contract for so long as the delay in performance continues; (b) the State may terminate any portion of this Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under this Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

**2.250 Approval of Deliverables**

- 2.251 Delivery Responsibilities – Deleted – Not Applicable**
- 2.252 Delivery of Deliverables – Deleted – Not Applicable**
- 2.253 Testing – Deleted – Not Applicable**
- 2.254 Approval of Deliverables, In General – Deleted – Not Applicable**
- 2.255 Process For Approval of Written Deliverables – Deleted – Not Applicable**

2.256 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

- 2.257 Process for Approval of Physical Deliverables – Deleted – Not Applicable**
- 2.258 Final Acceptance – Deleted – Not Applicable**

2.260 Ownership – Deleted – Not Applicable

- 2.261 Ownership of Work Product by State – Deleted – Not Applicable**
- 2.262 Vesting of Rights – Deleted – Not Applicable**
- 2.263 Rights in Data – Deleted – Not Applicable**
- 2.264 Ownership of Materials – Deleted – Not Applicable**

2.270 State Standards – Deleted – Not Applicable

- 2.271 Existing Technology Standards – Deleted – Not Applicable**
- 2.272 Acceptable Use Policy – Deleted – Not Applicable**
- 2.273 Systems Changes – Deleted – Not Applicable**



2.280 Extended Purchasing – Deleted – Not Applicable

2.281 MIDEAL – Deleted – Not Applicable

2.282 State Employee Purchases – Deleted – Not Applicable

2.290 Environmental Provision – Deleted – Not Applicable

2.291 Environmental Provision – Deleted – Not Applicable

2.300 Other Provisions

2.311 Forced Labor, Convict Labor, or Indentured Servitude Made Materials

Contractor represents and certifies that, to the best of its knowledge and belief no foreign (outside of the U.S.) made equipment, materials, or supplies, will be furnished to the State under any resulting Contract, that have been produced in whole or in part by forced labor, convict labor, or indentured servitude.

2.321 Knowledge of Child Labor for Listed End Products – Deleted – Not Applicable



Attachment A, Pricing

Item Listing
Pest Control Service

<u>Item #</u>	<u>Description</u>	<u>Annual Price</u>
001	<p>Regional Areas at 1994 Parnall Road Jackson, Michigan Service Areas: Building #218 & #126 Regional Warehouse, Store Rooms, Offices, Docks, Auxiliary Warehouses Service shall be performed two (2) times per month and on as a needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$47.50</p>	\$1,140.00
002	<p>Regional Area at 4000 Cooper Street Jackson, Michigan Service Area: Regional Business Office Service includes: All offices, basement eating area, storage areas including basement storage. Service shall be performed on a monthly basis and on an as needed basis with contractor responding within 48 hours of the agency's request. Price per service: \$31.30</p> <p>Other Regional Areas include Regional Administration, Regional Maintenance, Regional Medical Office are on an as needed basic. Price per service: \$73.00</p>	\$375.60 \$876.00
003	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: C Unit (Housing Unit) Service includes: All common areas, individual cells, gun turrets, offices, storage areas, work stations, basements and catwalks. Service shall be performed four (4) times per year and also on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$50.25</p>	\$201.00
004	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: C Unit Food Service Area – All Areas Service shall be performed on a monthly basis and also on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$15.65</p>	\$187.80



		<u>Annual Price</u>
005	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: Kitchen Building #141 Service includes: Kitchen facility, dining facility and basement. Service shall be performed two (2) times per month or on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$47.50</p>	\$1,140.00
006	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: Administration Building #140 – All Areas Service shall be performed monthly or on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$14.50</p>	\$174.00
007	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: Duane Waters Hospital, Building #193 Service includes all janitor closets, storage rooms, individual rooms, work stations, sub kitchen and other miscellaneous areas specifically requested by the agency. Service shall be performed on a monthly basis or on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$30.30</p>	\$363.60
008	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: Cell Block 1 (Housing Unit) Service includes: Individual cells, cell blocks, office, restrooms, storage areas, basements, catwalks, etc. Service shall be performed three (3) times per year or on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$50.25</p>	\$150.75
009	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: Cell Block 2 (Housing Unit) Service includes: individual cells, cell blocks, offices, restrooms, storage areas, basements, catwalks, etc. Service shall be performed three (3) times per year or on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$50.25</p>	\$150.75



		<u>Annual Price</u>
010	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: Cell Block 3 (Housing Unit) Service includes: individual cells, cell block, offices, restrooms, storage areas, basements, catwalks, etc. Service shall be performed three (3) times per year or on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$50.25</p>	\$150.75
011	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: Intake Area's Building #142 Service includes: gym recreation room, auditorium, property room, quartermaster, classrooms, janitor closets & other miscellaneous areas specifically requested by the agency. Service shall be performed two (2) times per month or on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$20.00</p>	\$480.00
012	<p>Egeler Correctional Facility, 3855 Cooper Street Jackson, Michigan Service Area: Maintenance Building #146 – All Areas Service shall be performed monthly or on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$12.40</p>	\$148.80
013	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Healthcare/Old Prisoner Store – All Areas Service shall be performed weekly and on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$10.25</p>	\$533.00
014	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Building 80 Service includes: Staff Break Room, Maintenance Break Room and Front Lobby Break Area. Service shall be performed monthly and on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$10.25</p>	\$533.00



		<u>Annual Price</u>
015	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan</p> <p>Service Area: Storage Areas: Building 80 – All Areas Service shall be performed monthly and on an as needed basis with the contractor responding within 48 hours of agency's request.</p> <p>Price per service: \$10.25</p>	\$123.00
016	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan</p> <p>Service Area: Quartermaster area: Building 80 – All Areas Service shall be performed monthly and on an as needed basis with the contractor responding within 48 hours of agency's request.</p> <p>Price per service: \$8.45</p>	\$101.40
017	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan</p> <p>Service Area: Property Room: Building 80 – All Areas Service shall be performed monthly and on an as needed basis with the contractor responding within 48 hours of agency's request.</p> <p>Price per service: \$8.45</p>	\$101.40
018	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan</p> <p>Service Area: Health Care Services: Building 80 – All Areas Service shall be performed monthly and on an as needed basis with the contractor responding within 48 hours of agency's request.</p> <p>Price per service: \$12.40</p>	\$148.80
019	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan</p> <p>Service Area: Food Storage Freezer-Building 80 – All Areas Service shall be performed weekly and on an as needed basis with the contractor responding within 48 hours of agency's request.</p> <p>Price per service: \$4.50</p>	\$234.00
020	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan</p> <p>Service Area: Food Service Building #79 – All Areas Service shall be performed weekly and on an as needed basis with the contractor responding within 48 hours of agency's request.</p> <p>Price per service: \$35.75</p>	\$1,859.00



021	Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Warden's Building/Work Fit, Bldg #57 – All Areas Service shall be performed quarterly and on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$18.50	<u>Annual Price</u> \$74.00
022	Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Visiting Center/Deputy Suite, Bldg. #92 – All Areas Service shall be performed quarterly and on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$15.50	 \$62.00
023	Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Old Traffic Bldg., Record Retention, Bldg. #61 All Areas Service shall be performed quarterly and on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$18.50	 \$74.00
024	Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Old Southgate, Bldg. #65 – All Areas Service shall be performed quarterly and on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$18.50	 \$74.00
025	Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Chapel, Bldg. #53 – All Areas Service shall be performed quarterly and on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$18.50	 \$74.00
026	Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Levin School, Bldg. #91 – All Areas Service shall be performed quarterly and on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$18.50	 \$74.00



- 027 **Parnall Correctional Facility, 1780 E. Parnall Road** **Annual Price**
Jackson, Michigan
Service Area: Annex, Bldg. #200 – All Areas
Service shall be performed **quarterly** and on an as needed
basis with the contractor responding within 48 hours of agency’s request.
Price per service: \$18.50 **\$74.00**
- 028 **Parnall Correctional Facility, 1780 E. Parnall Road**
Jackson, Michigan
Service Area: School Offices, Bldg. #201 – All Areas
Service shall be performed **quarterly** and on an as needed
basis with the contractor responding within 48 hours of agency’s request.
Price per service: \$18.50 **\$74.00**
- 029 **Parnall Correctional Facility, 1780 E. Parnall Road**
Jackson, Michigan
Service Area: Maintenance Bldg., Bldg. #74 – All Areas
Service shall be performed **quarterly** and on an as needed
basis with the contractor responding within 48 hours of agency’s request.
Price per service: \$18.50 **\$74.00**
- 030 **Parnall Correctional Facility, 1780 E. Parnall Road**
Jackson, Michigan
Service Area: Maintenance Bldg., Bldg. #213 – All Areas
Service shall be performed **quarterly** and on an as needed
basis with the contractor responding within 48 hours of agency’s request.
Price per service: \$18.50 **\$74.00**
- 031 **Parnall Correctional Facility, 1780 E. Parnall Road**
Jackson, Michigan
Service Area: Regional Maint. /Auto School/Garage,
Bldg. #73 – All Areas
Service shall be performed **quarterly** and on an as needed
Basis with the contractor responding within 48 hours of agency’s request
Price per service: \$18.50 **\$74.00**
- 032 **Parnall Correctional Facility, 1780 E. Parnall Road**
Jackson, Michigan
Service Area: Special Activities Bldg., Bldg. #198 – All Areas
Service shall be performed **quarterly** and on an as needed
basis with the contractor responding within 48 hours of
agency’s request.
Price per service: \$18.50 **\$74.00**



		<u>Annual Price</u>
033	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: Gymnasium, Bldg. #219 – All Areas Service shall be performed quarterly and on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$18.50</p>	\$74.00
034	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: 8 Block (Housing Unit) Service includes: All common areas, individual cells, gun turrets, offices, storage areas, work stations, basements and catwalks. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$16.25</p>	\$195.00
035	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: 9 Block (Housing Unit) Service includes: All common areas, individual cells, gun turrets, offices, storage areas, work stations, basements and catwalks. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$16.25</p>	\$195.00
036	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan Service Area: 10 Block (Housing Unit) Service includes: All common areas, individual cells, gun turrets, offices, storage areas, work stations, basements and catwalks. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$16.25</p>	\$195.00



037	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan</p> <p>Service Area: 16 Block (Housing Unit) Service includes: All common areas, individual cells, gun turrets, offices, storage areas, work stations, basements and catwalks. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$16.25</p>	<p><u>Annual Price</u></p> <p>\$195.00</p>
038	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan</p> <p>Service Area: Wing Barracks 101 Service includes: All Kitchen Areas Service shall be performed weekly and also on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$12.40</p>	<p>\$644.80</p>
039	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan</p> <p>Service Area: Wing Barracks 101 Service includes: All Housing Area Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$10.40</p>	<p>\$124.80</p>
040	<p>Parnall Correctional Facility, 1780 E. Parnall Road Jackson, Michigan</p> <p>Service Area: A Unit (Housing Unit) Service includes: All common areas, individual cells, gun turrets, offices, storage areas, work stations, basements and catwalks. Service shall be performed four (4) times per year and also on an as needed basis with the contractor responding within 48 hours of agency's request Price per service: \$50.00</p>	<p>\$200.00</p>



		<u>Annual Price</u>
046	<p>Cooper Street Facility, 3100 Cooper Street Jackson, Michigan Service Area: Education Building Service includes: All rooms, halls, storage areas and common areas. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$5.00</p>	\$60.00
047	<p>Cooper Street Facility, 3100 Cooper Street Jackson, Michigan Service Area: Activity Building Service includes: All rooms, halls, storage areas and common areas. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$5.00</p>	\$60.00
048	<p>Cooper Street Facility, 3100 Cooper Street Jackson, Michigan Service Area: Housing Unit A/B Service includes: All common areas, offices, storage rooms, halls, mechanical rooms and sleeping rooms. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$12.00</p>	\$144.00
049	<p>Cooper Street Facility, 3100 Cooper Street Jackson, Michigan Service Area: Housing Unit C/D Service includes: All common areas, offices, storage rooms, halls, mechanical rooms and sleeping areas. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$12.00</p>	\$144.00
050	<p>Cooper Street Facility, 3100 Cooper Street Jackson, Michigan Service Area: Housing Unit E Service includes: All common areas, offices, storage rooms, halls, mechanical rooms and sleeping areas. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$7.00</p>	\$84.00



		<u>Annual Price</u>
051	Cooper Street Facility, 3100 Cooper Street Jackson, Michigan Service Area: Housing Unit F/G Service includes: All common areas, offices, storage rooms, halls, mechanical rooms and sleeping areas. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$12.00	\$144.00
052	Cooper Street Facility, 3100 Cooper Street Jackson, Michigan Service Area: Housing Unit H/I Service includes: All common areas, offices, storage rooms, halls, mechanical rooms and sleeping areas. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$12.00	\$144.00
053	Cooper Street Facility, 3100 Cooper Street Jackson, Michigan Service Area: Housing Unit J/K Service includes: All common areas, offices, storage rooms, halls, mechanical rooms and sleeping areas. Service shall be performed monthly and also on an as needed basis with the contractor responding within 48 hours of agency's request. Price per service: \$12.00	\$144.00
054	Gus Harrison Correctional Facility, 2727 E. Beecher Street Adrian, Michigan Service Area: Food Service Area-All Areas Service shall be performed on a weekly basis and also on an as needed basis with contractor responding within 48 hours of agency's request. Price per service: \$38.00	\$1,976.00
055	Gus Harrison Correctional Facility, 2727 E. Beecher Street Adrian, Mi Service Area: All Housing Units (6) Service includes: cell blocks, office, restrooms, storage areas, basement, etc. Service shall be performed on a quarterly basis and on an as needed basis with contractor responding with 48 hours of agency's request. Price per service: \$41.75	\$167.00



- 056 **Parr Highway Correctional Facility, 2727 E. Beecher Street
Adrian, Mi** **Annual Price**
Service Area: Food Service Area-All Areas
Service shall be performed on a **weekly** basis and also on an as
needed basis with the contractor responding within 48 hours of
agency's request.
Price per service: \$35.80 **\$1,861.60**
- 057 **Parr Highway Correctional Facility, 2727 E. Beecher Street
Adrian, Mi**
Service Area: All Housing Units (8)
Service includes: cell blocks, office, restrooms, storage areas,
basement, etc.
Service shall be performed on a **quarterly** basis and also on an as
needed basis with the contractor responding within 48 hours of
agency's request.
Price per service: \$41.75 **\$167.00**
- 058 **Parr Highway Correctional Facility, 2727 E. Beecher Street
Adrian, Mi**
Service Area: Michigan State Industries Plate Factory, Bldg. 400
Service includes: all areas of the factory.
Service shall be performed on a **monthly** basis and also on an as
needed basis with contractor responding with 48 hours of
agency's request.
Price per service: \$29.75 **\$357.00**