STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources
525 West Allegan, Constitution Hall, Third Floor
Lansing, MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **2000000000352**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	
	Total Property Management Group, Inc.
	P.O. Box 185
	Plainwell, MI 49080
	Timothy Bowman
	269-217-7167
	tbowman@tpmgroupinc.com
	CV0010575

STATE		
	Steve Olson	DNR
	734-475-1368	
	Olson S2@michigan.gov	
	Lisa Crozier-Green	DNR
	517-284-5938	
	CrozierGreenL@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Snow Removal Services – Plainwell Customer Service Center			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 30, 2019	December 31, 2023	Two 1-Year Options to Renew	December 31, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card	☐ Payment Request (PRC)	☐ Other	☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
The terms and conditions of this Contract are those of RFP 200000000350, this Contract Agreement and the vendor's quote dated December 6, 2019. 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.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			**$21,500.00**

FOR THE CONTRACTOR:

Total Property Management Group, Inc.

Company Name

Authorized Agent Signature

Timothy Bowman

Authorized Agent (Print or Type)

12/30/19

Date

FOR THE STATE:

Signature

Lisa Crozier-Green, Contract Administrator

Name & Title

Department of Natural Resources

Agency

12/30/19

Date

STATE OF MICHIGAN

Department of Natural Resources
Snow and Ice Removal Services
Plainwell Customer Service Center
621 North 10th Street, Plainwell, Michigan 49080

Contract No. 200000000352

SCHEDULE A
STATEMENT OF WORK
CONTRACT ACTIVITIES

SCOPE
This Contract is for Snow and Ice Removal Services at the new DNR Plainwell Customer Service Center located at 621 North 10th Street, Plainwell, Michigan 49080.

1. REQUIREMENTS

1.1. General Requirements

A. The Contractor agrees to provide all personnel, equipment, tools, materials, supervision, and other items and / or services necessary to perform the Contract Activities as described in Section 1, Requirements to maintain facility parking lot, sidewalks and drive entrances in a safe condition for use by State employees and DNR customers.

B. The Contractor agrees to provide all supervision necessary to oversee all Contract Activities performed by Contractor personnel or subcontractors.

C. The State reserves the right to approve personnel and / or subcontractors for the Contract Activities, and to require placement of personnel found unacceptable.

D. The State reserves the right to modify the services required under this Contract to meet the State of Michigan's future needs.

E. The State of Michigan will not pay for unperformed services, or for services performed on State Holidays unless pre-approved in writing (email acceptable) by Program Manager or designee.

F. State Holidays include:
New Year's Eve / New Year's Day
Martin Luther King, Jr. Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Election Day (even numbered years)
Thanksgiving Day (Thursday and Friday)
Christmas Eve / Christmas Day

1.2. Specifications

A. Snow and Ice Removal Specifications

1. The Contractor agrees all snow and ice removal services shall be performed according to Schedule A Requirements and Specifications, Attachment 1 – Plainwell CSC Aerial View and any schedules mutually agreed upon by the Program Manager.
2. The Contractor agrees all snow and ice removal services shall be completed prior to 7:00 a.m., Monday through Friday, excluding State Holidays. (Refer to Section 1.1, F, for a list of State Holidays). Holiday service, if required, shall be requested at least 24 hours in advance by the Program Manager or designee. No Contract Activities will be required on Saturdays or Sundays.
3. Snow and ice shall be removed from the parking lot and driveways entering the Plainwell CSC from 10th Street and 106th Avenue (Attachment 1 – Plainwell CSC Aerial View).
4. Snow and ice shall be removed from all sidewalks and entrances in front of, or surrounding, both buildings and Contractor supplied, Program Manager approved deicer applied as needed.
5. The Program Manager or designee shall provide the Contractor with a list of DNR contacts authorized to approve snow and ice removal activities.

6. The Contractor shall provide the Contract Administrator with a contact name and telephone number to be used as a 24-hour contact.
7. Exact snow and ice removal requirements are unknown. The Contractor shall be responsible for providing services as described and / or as requested.
8. The State is not obligated to purchase these services in any specific amounts.
9. The Contractor agrees to use care and caution while performing snow plowing, shoveling, de-icing or snow removal near vehicles and pedestrians to avoid personal injury or property damage.
10. The Contractor agrees to remain responsibility for the repair, replacement or cleanup of damages incurred to State managed property or private owned property performing Contract Activities.
11. The Contractor agrees to inspect the parking lot, sidewalks and entrances by September 30th each year to verify the location of curbs, parking bumpers, speed bumps, walkways, obstructions, landscaping, etc. which may incur damage during snow and ice removal.
12. The Contractor agrees to inspect the parking lot, sidewalks and entrances by May 1st each year, or as soon as conditions permit, to determine whether damage has occurred and schedule repair or replacement with the Program Manager or designee.
13. The Contractor agrees all repairs and / or replacement will be completed by June 1st each year, or as soon as conditions permit. Failure to complete may result in an invoice credit per Section 6.2, below.
14. Snow and ice removal services shall be considered as both "automatic" and "on-call."
    a. The Contractor agrees to provide "automatic" snow removal / plowing services prior to 7:00 .a.m. Monday – Friday for snowfalls of two (2) inches or more.
    b. The Contractor agrees to provide "on-call" snow removal / plowing services, de-icing, and / or parking lot sand application within two (2) hours of request for service by the Program Manager or designee, and accumulated snow removal within 24 hours of request by Program Manager or designee.
    c. The Contractor agrees to plow snow from the parking lot and driving areas, leaving all parking spaces available for continuous use.
    d. The Contractor agrees to remove snow from building entrances and sidewalks. The Contractor may remove snow with a shovel or snow blower.
    e. The Contractor agrees to supply and spread Program Manager approved deicer at building entrances and sidewalks when a snowfall occurs, and / or icy conditions exist.
    f. The Contractor agrees to utilize best judgment when applying deicer in order to prevent slip and fall accidents and ensure the safety and security of the public and employees.
       NOTE: Spreading of Contractor supplied deicer may be required on a frequent basis, as often as necessary, and as requested by the Program Manager or designee. The Contractor and the Program Manager should discuss spreading of deicer prior to the start of snow removal season to clarify expectations.
    g. The Contractor agrees to supply and apply deicer or sand for the parking lot and driving areas. Deicer or sand spreading shall be performed on an "on-call" basis when requested by the Program Manager or designee.
    h. The Contractor agrees to push or relocate accumulated snow when snow banks interfere with traffic, parking, and / or clear vision to roadways. Removal of accumulated snow to be performed "on-call" within 24 hours of request for service by the Program Manager or designee. Service may require the use of heavy equipment (i.e. front-end loader). The Contractor may use owned or rented equipment or a subcontractor to remove accumulated snow.

B. Snow and Ice Removal Equipment

1. The Contractor must have a variety of equipment (snow plow, snow blower, shovels, salt spreaders, etc.) in quantities necessary to adequately perform the Contract Activities.
2. Equipment failure **WILL NOT** constitute an acceptable reason for failure to perform Contract Activities. In the event of mechanical breakdown, the Contractor will be expected to provide backup so that snow and ice removal services are performed as requested.

Contractor Supplied Equipment – Owned or Rented	
Equipment	**Quantity Owned**
2019 Chevy Silverado 2500 with Boss Plow	7
2019 Dodge Ram 2500 with Boss Plow	5
2019 Ford F650 with Boss Plow and Salters	4

1.3. Warranties

A. The Contractor agrees to warranties required by the State.

B. The State reserves the right to require additional warranties other than those identified by the Contractor.

1.4. Quality Assurance Program

A. The Contractor agrees to remain responsible for the repair and maintenance of all equipment used in the performance of the Contract Activities.

1.5. Incentives

A. The Contractor is not offering quick payment terms.

2. Service Levels

2.1. Time Frames

A. The Contractor agrees all Contract Activities shall be performed in compliance with all Schedule A requirements, Schedule B, or as requested by the Program Manager or designee.

B. Contract Activities may commence from receipt of a properly executed delivery order (DO).

C. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

2.2. Reporting

A. Service Receipts. At the time of service, the Contractor agrees to submit signed service receipts noting the date, time and services performed. Service receipts shall be submitted to the Program Manager or designee or left at a pre-approved location. Service receipts will be used by the Program Manager to verify Contractor invoices for payment. Invoices for services without corresponding service receipts will be adjusted accordingly.

2.3. Meetings

A. The Contractor agrees to attend any meetings requested by the State.

3. Staffing

3.1. Contractor Representative

A. The Contractor agrees to appoint one (1) individual, specifically assigned to any resulting Contract who will be available to receive calls for service prior to 7:00 a.m. Monday – Friday, respond to notice of unacceptable conditions within four (4) business hours and respond to State inquiries regarding the Contract Activities.

B. The Contractor agrees to notify the Contract Administrator at least ten (10) calendar days before removing or assigning a new Contractor Representative. The Contract Administrator will draft a Change Notice for signature by the Contractor.

C. The Contractor must identify the Contractor Representative, indicate where they will be physically located, provide contact information and describe the functions they will perform.

Contractor Representative: Timothy Bowman Address: 954 E. Bridge Street, Plainwell, MI 49080 Telephone: 269-217-7167 Email: tbowman@tpmgroupinc.com Days / Times Available: 24 / 7 Function: Plowing / Salting

3.2. Disclosure of Subcontractors

A. The Contractor does not intend to utilize subcontractors for any portion of the Contract Activities.

B. In the event the Contractor requires the use of a subcontractor, the Contractor agrees to remain responsible for the management of any subcontractors utilized for the performance of Contract Activities. Subcontractors will be bound to the Contractor by the terms of any resulting Contract.

C. The State reserves the right to review and approve any subcontractor or require replacement of unacceptable subcontractors. The State's written approval of any subcontractor does not relieve the Contractor of any obligation or performance required under any resulting Contract.

D. Any change in subcontractor(s) should be pre-approved, in writing (email is acceptable) by the Program Manager, with notice to the Contract Administrator.

E. The State will direct payments for Contract Activities only to the Contractor. The State will not direct payment to a subcontractor.

F. If the Contractor intends to utilize a subcontractor for any portion of the Contract Activities including accumulated snow removal, the Contractor must provide the following:

Subcontractor: Business Name: Address:

Telephone: Email: Description of organization: Services provided: Detail on Subcontractor's ability to provide Contract Activities: Previous working relationship with Contractor: Description of Contract Activities to be performed:

3.3. Security

A. The Contractor agrees all persons assigned by the Contractor to the performance of the Contract Activities will be employees of the Contractor or a named subcontractor (employees) and will be fully qualified to perform the work assigned

B. The Contractor agrees all staff performing Contract Activities on State property will be readily identifiable as Contractor employees by wearing uniforms and / or displaying ID badges. The State may require the Contractor's personnel to wear State issued ID badges.

C. The Contractor agrees to ensure the security of State facilities by performing background checks and drug screening on employees.
   1. Upon request, the Contractor and/or sub-contractors agree to share background check results and drug testing records / documentation with the DNR Human Resources Director – Amy Abdo, AbdoA@michigan.gov, (517) 284-5017.

D. Sub-Contractors
   1. The Contractor agrees to ensure background checks and drug testing requirements of subcontractor employees are adhered to as if the workers were the Contractors employees when engaged in State projects.

E. If Contractor supplied equipment or deicer is kept on site, the Contractor agrees any keys or key cards furnished by the State will not be duplicated.

F. If Contractor is provided with keys, key cards or access codes, the Contractor agrees to remain responsible for the replacement cost of lost or stolen keys or key cards, or access code reprogramming fees.

G. The Contractor agrees only Contractor employees will be allowed on site.

H. The Contractor must explain any additional security measures in place to ensure the security of State facilities :

4. Pricing

4.1. Price Term

A. Pricing is firm for a 365-day period ("Pricing Period") which begins on the Effective Date of any resulting Contract. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

4.2. Price Changes

A. Adjustments will be based only on actual changes in Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

B. Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

C. The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

5. Ordering

5.1. Authorizing Document

A. The appropriate authorizing document to begin Contract Activities will be properly executed delivery order (DO). Delivery orders will be provided to the Contractor via the email address in their SIGMA VSS account.

5.2 Order Verification

A. The Contractor must have internal controls to verify abnormal orders and to ensure that only authorized individuals place orders.

6. Acceptance

6.1. Acceptance, Inspection and Testing

A. The Program Manager or designee is the only individual authorized to determine whether the Contract Activities are acceptable. Notice of unacceptable conditions by anyone other than the Program Manager or designee should be forwarded to the Program Manager for verification.
B. If the Program Manager or designee determine any portion of the Contract Activities are unacceptable, the Program Manager or designee will immediately notify the Contractor Representative by telephone with follow up written notice by email.
C. Acceptance of Contract Activities is pursuant to Section 15 of the Standard Contract Terms.

6.2. Causes for Contractual Deductions

A. Contractor Representative failure to respond to notice of an unacceptable condition within the four (4) hours of telephone notification may result in a $100.00 invoice deduction and an additional deduction of $50.00 for every ½ hour of delay.
B. Failure to correct the unacceptable condition within eight (8) business hours of telephone notice may result in a $100.00 invoice deduction and an additional $50.00 deduction for every ½ hour of delay.
C. Deductible Incidents
   1. Failure to perform Contract Activities as required.
   2. Failure to provide equipment and / or deicer necessary to perform Contract Activities as required.
   5. Incomplete or Missing Records, Reports or MSDS sheets
   6. Failure to complete and submit any required report or form within the specified timeframe
   7. Failure to attend required / requested meetings.
   8. Failure to Notify Contract Administrator of change in Contractor Representative
   9. Failure to Disclose Subcontractor(s)
   10. Failure to adhere to Security requirements

7. Invoice and Payment

7.1. Invoice Requirements

A. All invoices submitted to the State must include: (a) date; (b) delivery order number (doc I.D.); (c) quantity; (d) description of the Contract Activities; (e) unit price; and (f) total price.
B. All invoices will be verified against service receipts.
C. Prior to release of payment, invoices will be adjusted to account for any outstanding invoice deductions, damaged or missing items and / or liquidated damages.

7.2. Payment Methods

A. The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) only.

7.3. Procedure / Payment Terms

A. Payment terms are Net 45 Days after receipt of invoice (ARI).

8. Project Plan

A. The Contractor agrees to carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor may be required to submit a project plan to the Program Manager for final approval. If requested the plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

STATE OF MICHIGAN

Department of Natural Resources
Snow and Ice Removal Services
Plainwell Customer Service Center
621 North 10th Street, Plainwell, Michigan 49080

Contract No. 200000000352

SCHEDULE B – PRICING

1. The price proposed includes all costs, i.e. one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

2. The Contractor is not offering quick payment terms.

3. The Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

SNOW AND ICE REMOVAL PRICING

When Snow Accumulation Equals or Exceeds 3"	**Frequency**
Plow snow from parking lot and driving areas. Blow / shovel snow from sidewalks and entrances. Apply Contractor supplied, Program Manager approved, deicer to sidewalks and entrances. Apply Contractor supplied, Program Manager approved, deicer to parking lot when hazardous ice conditions occur. Approximately **20** Occasions per Year.	**Daily Or As Needed**
Automatically BEFORE 7:00 a.m.	X
Anytime during the Working Days / Hours of Building Occupants	X
On-Call as requested by the Program Manager or Designee	X
Apply Contractor supplied, Program Manager approved, deicer or Sand to parking lot when hazardous ice conditions occur.	**As Needed**
When Build Up of Accumulated Snow Requires Removal to Maintain Adequate Parking	**As Needed**
Front-End Loader, Bucket Truck, Dump Truck, etc. On site to push accumulated snow to maintain adequate parking spaces. Snow accumulation pushed to Program Manager or designee specified location. Approximately 2 Occasions per Year.	
On-Call as requested by the Program Manager or Designee	X

*** ALL SNOW REMOVAL EQUIPMENT, DE-ICER AND SAND TO BE PROVIDED BY THE CONTRACTOR ***

WHEN SNOW ACCUMULATION EQUALS OR EXCEEDS 3"	PRICE PER OCCASION	ESTIMATED OCCASIONS	QUOTE PER YEAR
PLOW SNOW FROM PARKING LOT AND DRIVING AREAS. BLOW / SHOVEL SNOW FROM SIDEWALKS AND ENTRANCES. APPLY CONTRACTOR SUPPLIED, PROGRAM MANAGER APPROVED, DE-ICER TO SIDEWALKS AND ENTRANCES. DEICE PARKING LOT, DRIVING AREAS, SIDEWALKS AND ENTRANCES. APPLY CONTRACT SUPPLIED SAND TO PARKING LOT AND DRIVEWAYS. APPROXIMATELY **20** OCCASIONS PER YEAR.	$175.00	20	$ 3,500.00
APPLY CONTRACTOR SUPPLIED, PROGRAM MANAGER APPROVED, DEICER OR SAND TO PARKING LOT WHEN HAZARDOUS ICE CONDITIONS OCCUR.	$250.00		
WHEN BUILD UP OF ACCUMULATED SNOW REQUIRES REMOVAL TO MAINTAIN ADEQUATE PARKING			
FRONT-END LOADER, BUCKET TRUCK, DUMP TRUCK, ETC. ON SITE TO PUSH ACCUMULATED SNOW TO MAINTAIN ADEQUATE PARKING SPACES. SNOW ACCUMULATION PUSHED TO PROGRAM MANAGER OR DESIGNEE SPECIFIED LOCATION. APPROXIMATELY **2** OCCASIONS PER YEAR.	$400.00		$ 800.00
TOTAL ESTIMATED ANNUAL CONTRACT PRICE			$4,300.00
TOTAL ESTIMATED FIVE YEAR CONTRACT PRICE			$21,500.00

STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Total Property Management Group, Inc. ("**Contractor**"), a Michigan corporation. This Contract is effective on December 30, 2019 ("**Effective Date**"), and unless terminated, expires on December 31, 2023.

This Contract may be renewed for up to TWO 1-Year Options to Renew. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

   Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

   Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

   Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Lisa Crozier-Green 525 West Allegan, Constitution Hall Third Floor, Pillar A1 Lansing, Michigan 48913 CrozierGreenL@michigan.gov	Timothy Bowman P.O. Box 185 Plainwell, MI 49080 tbowman@tpmgroupinc.com 269-217-7167

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "**Contract Administrator**"):

State:	Contractor:
Lisa Crozier-Green 525 West Allegan, Constitution Hall Third Floor, Pillar A1 Lansing, Michigan 48913 CrozierGreenL@michigan.gov	Timothy Bowman P.O. Box 185 Plainwell, MI 49080 tbowman@tpmgroupinc.com 269-217-7167

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "**Program Manager**"):

State:	Contractor:
Steve Olson 621 North 10th Street Plainwell, MI 49080 OlsonS2@michigan.gov 734-475-1368	Timothy Bowman P.O. Box 185 Plainwell, MI 49080 tbowman@tpmgroupinc.com 269-217-7167

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations Deductible Maximum: $50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
Umbrella or Excess Liability Insurance	
Minimum Limits: $5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
Minimum Limits: $1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Administrative Fee and Reporting. RESERVED**

8. **Extended Purchasing Program. RESERVED**

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

12. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

14. **Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.

16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 20, Termination for Cause.

    Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

    If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

    The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes 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 disputed.

    The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/SIGMAVSS to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

18. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.

19. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

20. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches

any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

21. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 22, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

22. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

23. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To

the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

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. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

24. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

25. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

26. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

27. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

28. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes;(h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 20, Termination for Cause.

29. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential

violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

30. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

31. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and Executive Directive 2019-09. Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

32. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

33. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

34. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

35. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

36. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

    Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

37. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

38. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

39. **Schedules**. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Vendor Price Quote
Attachment 1	Plainwell CSC – Aerial View

40. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

41. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

42. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

43. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

44. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. **Federally Assisted Construction Contracts.** If this contract is a "**federally assisted construction contract**" as defined in 41 CRF Part 60-1.3, and except as otherwise may be provided under 41 CRF Part 60, then during performance of this Contract, the Contractor agrees as follows:

   (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

   (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

   (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. **Davis-Bacon Act (Prevailing Wage)**

   a. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of $2,000 must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

   b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;

   c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;

   d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

3. **Copeland "Anti-Kickback" Act.** If applicable, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

4. **Contract Work Hours and Safety Standards Act.** If the Contract is **in excess of $100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

5. **Rights to Inventions Made Under a Contract or Agreement.** If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act.** If this Contract is **in excess of $150,000,** the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q)

and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

7. **Debarment and Suspension.** A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. **Byrd Anti-Lobbying Amendment.** If this Contract **exceeds $100,000**, bidders and the Contractor must file the certification required under 31 USC 1352.

9. **Procurement of Recovered Materials.** Under 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and 31 USC 1352, the "Byrd Anti-Lobbying Amendment." Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.

2. The bidder, by submitting its proposal, hereby certifies to the best of his or her knowledge and belief that:

   a. No federal **appropriated** funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;

   b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the bidder must complete and submit, with its proposal, OMB standard form LLL, Disclosure of Lobbying Activities, to the Solicitation Manager; and

   c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 must certify and disclose accordingly.

3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under 31 USC 1352. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Signed by: [redacted]

[redacted] -Owner

[redacted] Total Property Management Group

[redacted]

Attachment 1 – Plainwell CSC Aerial View

