



Michigan Department of Natural Resources - Procurement Services  
P.O. Box 30028, Lansing, MI 48909  
OR  
525 W. Allegan, Lansing, MI 48933

**CONTRACT NO. 751B7700002**

Between

**THE STATE OF MICHIGAN**

And

**Stanley Steemer of Northwest Michigan, Inc.**

*Required by authority of 1984 PA 431, as amended.*

Name of Contractor Stanley Steemer of Northwest Michigan, Inc.	Primary Contact Jesse Niedzwiecki	
Address of Contractor 88 Hughes Drive	Email Jesse.Niedzwiecki@steemer.com	
City, State, ZIP Traverse City, MI 49696	Telephone 231-946-5900	Contractor #, Mail Code *****9659 / 000

STATE CONTACTS	AGENCY	NAME	TELEPHONE	EMAIL
Program Manager	DNR	Gregory Kinser	989-348-7068	KinserG@michigan.gov
Contract Administrator	DNR	Lisa Crozier-Green	517-284-5938	CrozierGreenL@michigan.gov

**CONTRACT SUMMARY**

Description Tile, Grout and Carpet Cleaning at Hartwick Pines State Park Visitor Center and Campground Bath House			
Initial Term Three (3) Years	Effective Date December 1, 2016	Initial Expiration Date November 30, 2019	Available Options N/A
Payment Terms Net 45	F.O.B Destination	Shipped N/A	Shipped From N/A
Alternate Payment Options <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other: _____		Available to MiDeal Participants <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Minimum Delivery Requirements N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:    \$9,900.00			

**THIS IS NOT AN ORDER: Orders for delivery will be issued directly by the Michigan Department of Natural Resources through the issuance of a Purchase Order Form.**

**All terms and conditions of the invitation to bid are made a part hereof.**

**FOR THE CONTRACTOR:**

**Stanley Steemer of Northwest Michigan, Inc.**

Firm Name

Authorized Agent Signature

**Jesse Niedzwiecki**

Authorized Agent (Print or Type)

Date

**FOR THE STATE:**

Signature

**Laura Gyorkos**

Name/Title

**DNR Procurement Services Section**

Office

Date

# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Stanley Steemer of Northwest Michigan, Inc., ("**Contractor**"), a Michigan Corporation. This Contract is effective December 1, 2016 ("Effective Date"), and unless terminated, expires on November 30, 2019.

The parties agree as follows:

1. **Duties of Contractor.** Contractor agrees to 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 agrees to 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 agrees to: (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 agrees to 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 agrees to 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, Contract Administrator Department of Natural Resources Procurement Services PO Box 30028 Lansing, MI 48909 CrozierGreenL@michigan.gov 517-284-5938	Jesse Niedzwiecki Stanley Steemer of Northwest Michigan, Inc. 88 Hughes Drive Traverse City, MI 49696 Jesse.Niedzwiecki@steemer.com 231-946-5900

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, Contract Administrator Department of Natural Resources Procurement Services PO Box 30028 Lansing, MI 48909 CrozierGreenL@michigan.gov 517-284-5938	Jesse Niedzwiecki Stanley Steemer of Northwest Michigan, Inc. 88 Hughes Drive Traverse City, MI 49696 Jesse.Niedzwiecki@steemer.com 231-946-5900

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**”):

<b>State:</b> Gregory Kinser, Unit Supervisor Department of Natural Resources Hartwick Pines State Park 4216 Ranger Road Grayling, MI 49738 KinserG@michigan.gov 989-348-7068	<b>Contractor:</b> Jesse Niedzwiecki Stanley Steemer of Northwest Michigan, Inc. 88 Hughes Drive Traverse City, MI 49696 Jesse.Niedzwiecki@steemer.com 231-946-5900
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5. **Performance Guarantee.** Contractor agrees to at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and agrees to 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 agrees to maintain the insurances identified below and is responsible for all deductibles. All required insurance agrees to: (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
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$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  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor agrees to 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 0.
<b>Umbrella or Excess Liability Insurance</b>	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor agrees to have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor agrees to 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.
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$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 agrees to: (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 canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor agrees to purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor agrees to: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase 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 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. Reserved.**

**8. 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 agrees to 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 agrees to: (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.** Unless otherwise noted in Schedule A, Contractor agrees to 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 agrees to 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, at least 90 calendar days before the effective date, 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 agrees to 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 agrees to 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 23, 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 agrees to 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 agrees to 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. **Delivery.** Contractor agrees to deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.

18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor agrees to remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor agrees to reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.

20. **Terms of Payment.** Invoices agrees to 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 agrees to 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. Notwithstanding the foregoing, all prices are inclusive 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 agrees to register with the State at <http://www.michigan.gov/cpexpress> 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.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
22. **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 agrees to 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 purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
23. **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 agrees to: (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 agrees to 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.

24. **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 agrees to: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, 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.
25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor agrees to, 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.
26. **General Indemnification.** Contractor agrees to 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 agrees to, 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, agrees to 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.

27. **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 agrees to, 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.
28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor agrees to 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.
30. **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 agrees to 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.
31. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
  - a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of

confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to 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 responsibilities; 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 or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
  - c. Cooperation to Prevent Disclosure of Confidential Information. Each party agrees to use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party agrees to advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
  - d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
  - e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party agrees to, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor agrees to return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party agrees to destroy the Confidential Information and agrees to certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.
32. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor agrees to retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor agrees to retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor agrees to cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error agrees to be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract agrees to be paid or refunded within 45 calendar days.

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.



33. **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 agrees to 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; and (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. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
34. **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 agrees to 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.
35. **Compliance with Laws.** Contractor agrees to comply with all federal, state and local laws, rules and regulations.
36. **Prevailing Wage.** This Contract and any subcontract is subject to the Prevailing Wage Act, 1965 PA 166. Contractor agrees to comply with the state prevailing wage law and its requirements.
37. **Reserved**
38. **Nondiscrimination.** Under the Elliott-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.*, 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, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
39. **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.
40. **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 agrees to 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 agrees to appoint agents in Michigan to receive service of process.
41. **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.
42. **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.
43. **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 agrees to include a description of the issues and all supporting documentation. The parties agrees

to 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.

44. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates agrees to not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
45. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
46. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and Schedules, 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, Schedules, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, Schedules and 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.
47. **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.
48. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
49. **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.
50. **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.

# STATE OF MICHIGAN

## SCHEDULE A CONTRACT ACTIVITIES

### SCOPE

This Contract is for tile, grout and carpet cleaning at the DNR Hartwick Pines State Park Visitor Center located at 2833 Monarch Drive, and Campground Bath House located at 3613 State Park Drive, Grayling, Michigan 49738/

### 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 1.1 Specifications.
- B. The State reserves the right to modify the services required under this Contract to meet the State of Michigan's future needs.
- C. The State of Michigan will not pay for unperformed services.
- D. The Contractor will not be paid for services performed on State Holidays unless pre-approved in writing (email acceptable) by Program Manager or designee.
- E. State Holidays include:
  - New Year's Day
  - Martin Luther King, Jr. Birthday
  - Presidents Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran's Day
  - Election Day
  - Thanksgiving Day (Thursday and Friday)
  - Christmas Eve
  - Christmas Day
  - New Year's Eve
  - New Year's Day

**1.1. SPECIFICATIONS** - Following is a list of general areas and general cleaning specifications. Not all general cleaning specifications are applicable for every location. Refer to Schedule C1, Location Specification Sheet for details of site-specific requirements.

#### A. Visitor Center

##### 1. Tile and Grout

- a. Clean and seal approximately 1,054 square feet of tile and grout in two (2) foyers and two (2) bathrooms at the Hartwick Pines State Park Visitor Center.
- b. Cleaning and sealing of tile and grout to be completed twice each year in February and July.
- c. Contractor agrees to schedule service thirty (30) days in advance of performing service.

##### 2. Carpeted Floors

- a. Steam clean approximately 6,006 square feet of carpet at the Hartwick Pines State Park Visitor Center.
- b. Steam cleaning to be completed once each year in June.
- c. Contractor agrees to schedule service thirty (30) days in advance of performing service.

#### B. Campground Bath House

##### 1. Tile and Grout

- a. Clean and seal approximately 2,620 square feet of floor and wall tile in the Hartwick Pines State Park Campground Bath House.
- b. Cleaning and sealing of tile and grout to be completed once each year in May.
- c. Contractor agrees to schedule service thirty (30) days in advance of performing service.

**C. Materials, Treatment, Etc.**

**1. Chemicals, Cleaners and Finishes**

- a. The Contractor agrees to provide all cleaning supplies required to fulfill the Contract Activities. This includes, but is not limited to, chemicals, cleaners and equipment for the deep cleaning of tile, grout and carpet.
- b. The State prefers Contractors to provide cleaning solutions and chemicals that do not require the use of aerosol cans or utilize chlorofluorocarbons to dispense product.
- c. If the Contractor intends to utilize product in aerosol cans, the Contractor agrees to disclose the product and receive written agreement from the Program Manager or designee.
- d. The Contractor agrees to provide a complete list for Program Manager or designee approval of all proposed chemicals and cleaners prior to implementing their use on site.
- e. The Contractor agrees to provide and maintain MSDS for all chemicals and cleaners on site. Location of MSDS documentation will be determined by the Program Manager or designee.
- f. The State reserves the right to reject any cleaners or chemicals.
- g. If any cleaners or chemicals are rejected by the Program Manager or designee, the Contractor agrees to immediately remove and provide an acceptable, approved alternate within 24 hours for Program Manager or designee approval.
- h. The Contractor agrees to accept sole responsibility for preserving and protecting State-owned or occupied property against damage or deterioration.

**D. Mechanical and Other Equipment**

1. The Contractor agrees to furnish all mechanical and / or power equipment required to perform the Contract Activities.
2. Equipment may include, but is not limited to:
  - a. Vacuums
  - b. Floor machines
  - c. Wet floor signs
  - d. Cotton mop heads and handles
  - e. Mop buckets
  - f. Scrub pads

**E. Inspection and Correction of Deficiencies**

1. Performance Evaluations will be given to the Contractor noting exceptions in performance to the required specifications.
2. Contractor agrees to correct deficiencies as follows within 24 business hours.
3. Failure to perform or failure to correct deficiency within the specified time may result in a Vendor Performance entered against the Contractor, a deductible incident, and / or contract cancellation.

**2.0 Warranties**

- A.** The State reserves the right to require additional warranties other than those identified by the Contractor in response to this RFP.

**B. Damage to State-owned or Leased or Citizen-owned Property**

1. In all instances where State-owned or leased, or Citizen-owned property or equipment is damaged, the Contractor agrees to notify the Program Manager or designee of the facts and extent of the damage:
  - a. Verbally – within one hour of the damage or discovery of damage, and
  - b. In writing within 24 hours of the damage or discovery of damage.
2. Contractor shall be responsible for repair, replacement or cleanup as necessary to any State-owned or leased or Citizen-owned property due to carelessness, misuse or neglect of the Contractor or any of the Contractor's personnel or subcontractors.
3. In the event of Contractor liability for damages, the Contractor agrees:
  - a. The State will repair, replace or cleanup the damage.
  - b. The State will provide the Contractor with documentary evidence (i.e. invoices, etc.) of the costs associated with the repair, replacement or cleanup, and
  - c. The Contractor will reimburse the State for the full amount of the repair, replacement or cleanup either by:
    - i. Forwarding payment in full within 45 days of receipt of documentary evidence, or
    - ii. By agreeing, in writing, to allow the State to hold back contractual payments until the cost for the repair, replacement or cleanup has been fully reimbursed to the State.

**C. Health, Safety and Environmental Protection**

1. The Contractor agrees to conform to all applicable federal, state and local laws and to the requirements of this contract.
2. In performing the Contract Activities, the Contractor shall:
  - a. Take all reasonable precautions to prevent the release of hazardous chemicals into the environment.
  - b. Take all additional precautions the Program Manager or designee requires.
3. Any violation of the health, safety and environmental rules may be grounds for termination of this contract.

### **3.0 Roles and Responsibilities**

#### **A. Staffing**

##### **1. Contractor Representative**

- a. The Contractor agrees to appoint one individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").
- b. The Contractor agrees to notify the Contract Administrator at least ten (10) calendar days before removing or assigning a new Contractor Representative.

### **4.0 Project Plan Management**

#### **A. Proof of Insurance**

1. The Contractor has submitted proof of insurance as defined in the Standard Contract Terms and agrees to forward current copies as they become available.

#### **B. Misrepresentation**

1. Any misrepresentation by the Contractor of its ability to perform the Contract Activities may be grounds for immediate contract termination.
2. If the contract is cancelled, the contract may be awarded to the next qualified bidder.

#### **C. Equipment Failure**

1. Equipment failure WILL NOT constitute an acceptable reason for failure to provide service.

### **5.0 Service Levels**

#### **A. Times of Service**

1. Contractor agrees to adhere to the days and times of Basic and Periodic Services as detailed in Schedule C1 – the Location Specification Sheet.
2. Contractor agrees all site staff are to remain actively working during specified times of service, except during regularly scheduled breaks.

#### **B. Inspection and Acceptance**

1. The following criteria will be used by the State to determine Acceptance of the Contract Activities.
  - a. The Program Manager or designee will conduct weekly inspections for compliance with Section 1.1 Specifications and site specific requirements in compliance with Schedule C1 – the Location Specification Sheet, noting any deficiencies. The Program Manager or designee will make the final determination as to whether any task has been satisfactorily performed.
  - b. The Program Manager or designee will maintain a record of complaints from the agency or departmental staff and provide record of complaints to the Contractor. The record will identify areas requiring special attention, on the day the complaint was received, which agrees to be completed by the Contractor within eight business hours of receipt.
  - c. The Contractor agrees to remain responsible to make any necessary changes if the Program Manager or designee determines that any task has not been performed adequately or satisfactorily. Contractor agrees to correct the deficiency within 8 business hours for basic janitorial issues, and within 24 business hours for periodic services, or sooner, depending on the severity of the task.

#### **C. Escalation (Contract Compliance)**

1. First Instance –
  - a. If the Program Manager or designee determines the Contractor is non-compliant with the terms, conditions and / or specifications of the contract, or a Deductible Incident or Condition has occurred, the Program Manager or designee will:
    - i. Verbally notify the Contractor of the situation or issue

- ii. Provide a description of the non-compliance or Deductible Incident or Condition.
- iii. Specify a date by which the issue agrees to be resolved.
- b. The Contractor should provide the Program Manager or designee with a verbal root cause analysis and corrective action plan.
- c. The Program Manager or designee will preserve a written record of the issue, proposed resolution, and time frame for inclusion in the annual Contract Compliance Report, and provide a copy to the Contractor.
- 2. Second Instance –
  - a. If resolution is not achieved, or the issue arises again, the Program Manager or designee will:
    - i. Schedule an in-person meeting with the Contractor and provide, in writing:
      - 1. A description of the specific problem
      - 2. A description of the actions the Contractor is expected to take to resolve the problem
      - 3. A date by which the Contractor is expected to resolve the problem
      - 4. Notify Contractor of the intent to exercise the Contractual Deduction
      - 5. Request, in writing, the Contractor's root cause and corrective action plan.
  - b. Program Manager or designee should preserve a written record of the meeting, expectations and resolution for inclusion in the annual Contract Compliance Report, and provide a copy for the Contractor.
  - c. Exercise the Contractual Deduction as a deduction from the next invoice.
  - d. Enter a Vendor Performance Report in MAIN.
- 3. If resolution is not achieve or the issue arises again, a written notice of termination may be sent to the Contractor.
- 4. In the event a contract is cancelled, the State may award the contract to the next lowest qualified bidder.

## 7.0 Contract Management

### A. Reporting

#### 1. Reports and Forms

- a. The Contractor agrees to provide all required reports and complete all required forms. The Program Manager or designee will provide Contractor with DNR required forms.
- b. Reports and forms may include, but are not limited to:
  - i. Damage Reports
  - iii. Accident / Incident Reports
  - iv. MSDS Forms
- c. The State reserves the right to require other reports or completion of additional forms.

#### 2. Damage Reports

- a. In all instances where State property or equipment is damaged, the Contractor shall submit to the Program Manager or designee a Damage Report containing the facts and extent of the damage. Damage reports will be submitted verbally within one hour of the damage, and in writing within twenty-four (24) hours of the damage.

#### 3. Accident Reports

- a. The Contractor shall comply with State of Michigan, OSHA, and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness.
- b. The Contractor agrees to provide a verbal report to the Program Manager or designee within one hour of the accident, and a written report within twenty-four (24) hours of the accident.

#### 4. MSDS Forms

- a. The Contractor agrees to maintain MSDS forms on site, in area designated by Program Manager or designee.

## 1.0 Security

### A. Contractor Responsibilities

- 1. Drug Testing
  - a. Upon request, the Contractor and/or sub-contractors agree to share drug testing records / documentation with DNR Human Resources Director, or designee.
- 2. Background Checks
  - a. Upon request, the Contractor and/or sub-contractors agrees to share background check results / documentation with DNR Human Resources, or their designee.
  - b. The State reserves the right to request additional background checks at the discretion of state agencies or branches of state government as outlined in the Standard Contract Terms document.
  - c. The Contract is contingent upon the Contractor's ability to supply workers capable of passing a criminal background check. The Contractor agrees to demonstrate the worker(s) has no felony

- convictions or pending felony charges that are substantially related to the contracted activities or services.
- 3. Sub-Contractors
  - a. The Contractor shall ensure background checks and drug testing requirements of sub-contractor employees are adhered to as if the workers were the Contractors employees when engaged in State projects.
- 4. Identification Badges
  - a. All Contractor and sub-contractor staff will display State credentials while performing work on State premises.

**B. DNR Human Resources Responsibilities**

- 1. DNR Human Resources, or designee, is the sole contact to view background check or drug testing results on behalf of the State.
- 2. DNR Human Resources contact person is: Director – Mary Bath Estrada, EstradaM@michigan.gov, (517) 284-5013.

**C. State Employee Responsibilities**

- 1. State employees are required to report any potential concerns regarding security, theft, requests for reasonable suspicion testing, or substance abuse issues regarding the Contractor's employees to: DNR Human Resources Director – Mary Bath Estrada, EstradaM@michigan.gov, (517) 284-5013.

**D. Keys, Codes and Key Cards**

- 1. Keys or key cards will be furnished by the State and Contractor agrees keys and key cards will not be duplicated.
- 2. Contractor agrees to maintain a secure environment while cleaning the facility. Building lock up to include:
  - a. Turn off bathroom exhaust fans
  - b. Turn off all interior lights
  - c. Check and lock all entrance doors, gates, or other access into the building
  - d. Properly set security alarm, if applicable.
- 3. Only Contractor employees are allowed on site. Contractor employees will not bring friends or family members on site.
- 4. Contractor agrees to lock the facility when leaving.
- 5. If the location is equipped with a security alarm, the Contractor agrees to properly set the security alarm when leaving the facility. Failure to properly lock the building or set the security alarm (where applicable) may result in a Vendor Performance Report and possible cancellation of the contract.
- 6. Contractor agrees any cost incurred from a security service or local police for false alarms caused by failure of the contractor to properly set the security alarm will be the responsibility of the Contractor.
- 7. In the event the State has to re-key the facility due to lost, broken or non-returned keys or keycards, the cost to re-key will be deducted from the Contractors next available invoice.
- 8. Should the contract be cancelled by default of Contractor, the cost of changing the building locks, providing new keys or key cards, and re-coding the security alarm (when applicable) will be charged to the Contractor and deducted from final payment due the Contractor.

**9.0 Pricing**

**A. Price Term**

- 1. Pricing is firm for the base period and any option years of the Contract.

**B. Price Changes**

- 1. Increases or decreases may be approved based on changes in actual Contractor costs.
- 2. Requests shall be in writing, and supported by written evidence documenting the change in costs and will be received by DNR-Procurement 60 calendar days prior to contract expiration.
- 3. The State may consider sources such as the Consumer Price Index, Producer Price Index, other pricing indices, economic and industry data, manufacturer or supplier invoices noting the change in pricing, or any other data the State deems relevant.
- 4. Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response.
- 5. If the request is approved, both parties may negotiate such changes for no longer than 30 days, unless extended by mutual agreement.
- 6. Upon completion of negotiation, the State will issue a Change Notice to execute the adjustment.

7. The adjustment will be effective on the first day of the month following approval, unless Ad Board approval is required. If Ad Board approval is required, the adjustment will be effective on the first day of the month following Ad Board approval.
8. 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.
9. If the State elects to exercise an option year and the Contract refuses, the State reserves the right to award the contract to the next lowest qualified bidder.

## **9.1 Ordering**

### **A. Authorizing Document**

1. The appropriate authorizing document for the Contract will be a properly executed Purchase Order.

## **9.2 Payment**

### **A. Invoice Requirements**

1. Contractor agrees to submit invoices and time reports by e-mail at the close of each calendar month, with separate billings for Periodic Services upon completion of the service.
2. All invoices submitted to the State shall include:
  - a. Contract Number
  - b. Date
  - c. Purchase Order number
  - d. Quantity
  - e. Description of the Contract Activities
  - f. Unit price
  - g. Shipping cost (if any)
  - h. Total price

### **B. Payment Methods**

1. Electronic Funds Transfer
  - a. The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) as described in Standard Contract Terms, Section 20.

## **10.0 Additional Requirements**

### **A. Environmental and Energy Efficient Products**

1. The Contractor agrees to identify any energy efficient, bio-based, or otherwise environmental friendly products used in the products. Contractor agrees to include any relevant third-party certification, including the verification of a United States department of agriculture certified bio based product label.

### **B. Hazardous Chemical Identification**

1. In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor agrees to provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical agrees to be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.
2. The Contractor agrees to identify any hazardous chemicals that will be provided under any resulting contract.

### **C. Mercury Content**

1. Pursuant to MCL 18.1261d, mercury-free products shall be procured when possible. The Contractor will not supply products which contain mercury. In the event it becomes necessary to supply products which contain mercury, the Contractor agrees to disclose the mercury content, explain the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative exists, the Contractor agrees to provide justification as to why the particular product is essential. All products containing mercury shall be labeled as containing mercury.

### **D. Brominated Flame Retardants**

1. The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor will not be providing products which contain BFRs.



# STATE OF MICHIGAN

## SCHEDULE B

### PRICING

Quantity / Year	Description	Unit Price	Annual Price	Total for 3 Years
2	<b>Visitor Center Tile and Grout</b> Clean and seal approximately 1,054 square feet of tile and grout in two (2) foyers and two (2) bathrooms at the Hartwick Pines State Park Visitor Center.  Cleaning and sealing of tile and grout to be completed twice each year in February and July.  Contractor agrees to schedule service thirty days in advance of performing service.	\$529.00	\$1,058.00	\$3,174.00
1	<b>Visitor Center Carpeted Floors</b> Steam clean approximately 6,006 square feet of carpet at the Hartwick Pines State Park Visitor Center.  Stem cleaning to be completed once each year in June.  Contractor agrees to schedule service thirty (30) days in advance of performing service.	\$772.00	\$772.00	\$2,316.00
1	<b>Campground Bath House Tile and Grout</b> Clean and seal approximately 2,620 square feet of floor and wall tile in the Hartwick Pines State Park Campground Bath House.  Cleaning and sealing of tile and grout to be completed once each year in May.  Contractor agrees to schedule service thirty (30) days in advance of performing service.	\$1,470.00	\$1,470.00	\$4,410.00
			<b>\$3,300.00</b>	<b>\$9,900.00</b>