



STATE OF MICHIGAN PROCUREMENT

Department of Transportation

425 W. Ottawa St., Lansing, MI 48913

P.O> Box 30050, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number 3
to
Contract Number 591B6600200

CONTRACTOR	Picture Perfect Lawn Care, LLC.
	5021 Hematite St.
	Jackson, MI 49201
	Jeff Eccleton
	(517) 416-5335
	Pictureperfect.lawn@care@yahoo.com

STATE	Program Manager	Bob Batt	MDOT
		(517) 262-7753	
		Battb@michigan.gov	
	Contract Administrator	Terry Harris	MDOT
		(517)335-2507	
		Harrist@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Lawn Maintenance Services at the University Region Office – Michigan Department of Transportation (MDOT)				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
April 11, 2016	November 30, 2019	Two 1-year options	November 30, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 days		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒		☐		November 30, 2021
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$18,521.60		\$4,630.40	\$23,152.00	
DESCRIPTION: Change Notice #3 to add funds \$4,630.40, Please note the Program Manager has been changed to Bob Batt. All other terms, conditions, specifications and pricing remain the same. Per vendor and agency agreement and Purchasing approval.				

FOR THE CONTRACTOR:

Picture Perfect Lawn Care LLC
Company Name

Authorized Agent Signature

Jeff Eccleton
Authorized Agent (Print or Type)

10/9/2020
Date

FOR THE STATE:

Signature

Carol Rademacher for the Department Director
Name & Title

Michigan Department of Transportation
Agency

10/14/2020
Date



STATE OF MICHIGAN PROCUREMENT

Department of Transportation

425 W. Ottawa St., Lansing, MI 48913

P.O> Box 30050, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2
to
Contract Number 591B6600200

CONTRACTOR	Picture Perfect Lawn Care, LLC.
	5021 Hematite St.
	Jackson, MI 49201
	Jeff Eccleton
	(517) 416-5335
	Pictureperfect.lawn@care@yahoo.com

STATE	Program Manager	Bob Batt	MDOT
		(517) 262-7753	
		Battb@michigan.gov	
	Contract Administrator	Terry Harris	MDOT
		(517)335-2507	
		Harrist@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Lawn Maintenance Services at the University Region Office – Michigan Department of Transportation (MDOT)				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
April 11, 2016	November 30, 2019	Two 1-year options	November 30, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 days		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒		☐		November 30, 2020
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$13,891.20		\$4,630.40	\$18,521.60	
DESCRIPTION: Change Notice #2 to add funds \$4,630.40, Please note the Program Manager has been changed to Bob Batt. All other terms, conditions, specifications and pricing remain the same. Per vendor and agency agreement and Purchasing approval.				

FOR THE CONTRACTOR:

Picture Perfect Lawn Care, LLC
Company Name

Authorized Agent Signature

Jeff Eccleton
Authorized Agent (Print or Type)

1/20/2020
Date

FOR THE STATE:

Signature

Carol Rademacher
Name & Title

Department of Transportation
Agency

2/3/2020
Date



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Transportation
425 W. Ottawa ST., LANSING, MICHIGAN 48913
P.O. BOX 30050 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 1
to
Contract Number 591B6600200

CONTRACTOR	Picture Perfect Lawn Care, LLC
	5021 Hematite St.
	Jackson, MI 48201
	Jeff Eccleston
	(517) 416-5335
	Pictureperfect.lawncare@yahoo.com
	Tax ID (last four digits only)

STATE	Program Manager	Valerie Napier	MDOT
		(517) 750-0426	
		NapierV@michigan.gov	
	Contract Administrator	Terry Harris	MDOT
		(517) 335-2507	
		Harrist@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Lawn Maintenance Services at the University Region Office – Michigan Department of Transportation (MDOT)				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
April 11, 2016	November 30, 2019	Two-1 year options	November 30, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 days		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☐ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		November 30, 2019
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$13,891.20				
DESCRIPTION: Effective November 16, 2016, the following amendment is hereby incorporated into the contract: Please note the Contract Administrator has been changed to Valerie Napier. All other terms, conditions, specifications and pricing remain the same. Per agency agreement, and (MDOT) Procurement approval.				

FOR THE CONTRACTOR:

Picture Perfect Lawn Care, LLC
Company Name

Authorized Agent Signature

Jemi Eccleton
Authorized Agent (Print or Type)

12/20/16
Date

FOR THE STATE:

Signature

Demetrius A. Parker / Administrator
Name & Title

Department of Transportation
Agency

12/20/16
Date

STATE OF MICHIGAN
 DEPARTMENT OF TRANSPORTATION
 PURCHASING
 P.O. BOX 30050, LANSING, MI 48909
 OR
 425 W. OTTAWA STREET, LANSING, MI 48913

NOTICE OF CONTRACT NO. 591B6600200

Between

THE STATE OF MICHIGAN

And

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Picture Perfect Lawn Care, LLC	Jeff Eccleton	Pictureperfect.lawncare@yahoo.com
5021 Hematite St.	TELEPHONE	CONTRACTOR #, MAIL CODE
Jackson, MI 49201	(517) 416-5335	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MDOT	Jessica Price	(517) 750-0423	Pricej9@michigan.gov
BUYER:	MDOT	Terry Harris	(517) 335-2507	Harrist@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Lawn Maintenance Services at the University Region Office – Michigan Department of Transportation (MDOT)			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Years	April 11, 2016	November 30, 2019	Two-1 year options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☐ YES ☒ NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
The terms and conditions of this Contract are those of RFP # 059116B0007115, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$13,891.20

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the RFP No. 059116B0007115. Orders for delivery will be issued directly by the Department of Technology, Management & Budget 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:	FOR THE STATE:
Firm Name	Signature
Picture Perfect Lawn Care, LLC	
Authorized Agent Signature	Name/Title
	Demetrius Parker / Administrator
Authorized Agent (Print or Type)	
Jeff Eccleton	MDOT/Purchasing
Date	Date
5/13/16	5/19/16



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Picture Perfect Lawn Care, LLC. ("**Contractor**"), a Michigan Corporation. This Contract is effective on April 11, 2016 ("**Effective Date**"), and unless terminated, expires on November 30, 2019.

This Contract may be renewed for up to two (2) additional one (1) year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit 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 Exhibit 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:
Terry Harris 425 W. Ottawa St. Lansing, MI 48933] Harrist@michigan.gov 517-335-2507	Picture Perfect Lawn Care, LLC. 5021 Hematitle St. Jackson, MI 49201 Pictureperfect.lawncare@yahoo.com 517-392-1044

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:
Terry Harris 425 W. Ottawa St. Lansing, MI 48933] Harrist@michigan.gov 517-335-2507	Picture Perfect Lawn Care, LLC. 5021 Hematitle St. Jackson, MI 49201 Pictureperfect.lawncare@yahoo.com 517-392-1044

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:
Bob Batt 4701 W. Michigan Ave. Jackson, MI 49201 battr@michigan.gov 517-750-0410	Picture Perfect Lawn Care, LLC. 5021 Hematitle St. Jackson, MI 49201 Pictureperfect.lawncare@yahoo.com 517-392-1044

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 Exhibit 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	
<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 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 0. Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	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.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	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	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	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) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Crime (Fidelity) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Employee Theft Per Loss	Contractor must have their policy: (1) cover forgery and alteration, theft of money and securities, robbery and safe burglary, computer fraud, funds transfer fraud, money order and counterfeit currency, and (2) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as Loss Payees.

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 canceled 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 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. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any.

Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

- 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.** 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, 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 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 Exhibit 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 Exhibit 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 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 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. RESERVED.**

- 18. RESERVED.**

- 19. RESERVED.**

- 20. 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 Exhibit 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. 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 must 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 Exhibit 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 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 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 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.

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 must: (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 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.
26. **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.

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 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.
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 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.
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 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.
31. **RESERVED.**
32. **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 must 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 must 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 must, 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 must 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 must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.
33. **RESERVED.**
34. **RESERVED.**
35. **RESERVED.**
36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must 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 must 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 must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must 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 must 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.

37. **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; 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.
38. **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.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Prevailing Wage.** This Contract and any subcontract is subject to the Prevailing Wage Act, 1965 PA 166. Contractor must comply with the state prevailing wage law and its requirements.
41. **RESERVED.**
42. **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.
43. **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.
44. **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.
45. **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.

46. 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.

47. 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.

48. 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.

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

50. Order of Precedence. In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.

51. 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.

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

53. 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.

54. Entire Contract and Modification. This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice").

STATE OF MICHIGAN

Request For Proposal No.
Lawn Maintenance Services for University Region Office

EXHIBIT A STATEMENT OF WORK CONTRACT ACTIVITIES

This exhibit identifies the anticipated requirements of any Contract resulting from this RFP. The term "Contractor" in this document refers to a bidder responding to this RFP.

The Contractor must respond to each requirement or question, and explain how it will fulfill each requirement. Attach any supplemental information and appropriately reference within your response.

Background

For the purpose of this specification, the regular mowing season is defined as starting the 1st of May and ending in mid-October - approximately 24 lawn maintenance cycles. Start and end dates are weather dependent.

Requirements

This specification is for lawn maintenance, which includes but is not limited to lawn mowing and trimming, edging, weeding of flower and landscape beds, and removal of clippings and other lawn debris. **The contract period is from April 11, 2016 to November 30, 2019, with two, one year extension option.**

1. **MOWING SEASON**

For the purpose of this specification, the regular mowing season is defined as starting the 1st of May and ending in mid-October - approximately 24 lawn maintenance cycles. Start and end dates are weather dependent.

2. **PRE-MOWING MEETING**

Prior to the beginning of each mowing season the Contractor and the Contract Administrator will review the grounds to identify any existing damages to landscape items and define the area to be maintained.

3. **DAMAGES**

The Contractor will be held liable for all damage done, as a result of his/her operation, to fixed objects such as signs, posts, buildings, irrigation system and all vegetation including turf, trees, shrubs, flower beds and desirable natural growth. Damage is defined as among other things; skinning, scraping or breaking of tree limbs, gouging of trees or shrubs, and rutting, scalping, or tearing turf.

Costs associated with damages caused by the Contractor to plant material will be assessed based on the 11th Edition of the Michigan Forestry and Park Association's (MFPA) Michigan Tree Valuation Guide.

All turf damage repairs shall be made by the Contractor as herein specified. Seed shall meet purity and germination requirements as specified by the Contract Administrator, and shall be a mixture of 30% perennial ryegrass, 45% Kentucky bluegrass, and 25% fine fescue. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to seeding. Seeding will only be allowed between April 15 through May 31, and August 15 through September 30, unless otherwise directed by the Contract Administrator.

All other property damage will be assessed for actual replacement costs including labor, materials, and equipment. The Contractor will be billed for all costs related to the damages caused by his/her operation or be required to repair the damages as directed by the Contract Administrator.

4. **COORDINATION WITH OTHER ACTIVITIES**

The Contractor shall use discretion when mowing near the public. The safety and convenience of visitors and staff shall NOT be jeopardized in order to complete the cycle.

Landscaping, weed spray, fertilization or other work performed by MDOT, contract agencies or other contractors may occur during the life of this contract. The Contractor shall coordinate his/her operations with other activities as directed by the Contract Administrator.

5. **EQUIPMENT**

The Contractor shall furnish all equipment and necessary supplies to provide lawn maintenance, including but not limited to:

- Gas powered mowers
- Gas powered edging machines
- Gas powered string trimmers
- Gas powered portable blowers
- Brooms, leaf rakes and other hand tools as needed

The Contractor shall furnish, operate, and maintain suitable and adequate equipment necessary to perform all tasks in an acceptable manner. The equipment furnished by the Contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times. Equipment which in any way pulls or rips grass or damages the turf shall not be allowed to operate under this specification. All equipment will be of such a type so that the height of cut can be adjusted to three inches.

Under no circumstances shall MDOT be responsible for any theft, vandalism, or damage to the Contractor's equipment.

The Contractor's equipment shall not be stored on MDOT property for any reason. If due to the weather the Contractor does not finish a lawn maintenance cycle in one working day, the equipment shall be removed from MDOT property until such time as the weather permits completing the cycle.

6. **SUBCONTRACTING**

There shall be no sub-contracting of any the work activities described in this contract without the prior approval of the Contract Administrator. The Contractor shall supply names and contract information for any subcontractors approved by Contractor Administrator.

7. **LAWN MAINTENANCE CYCLE**

The lawn maintenance cycle includes: grass mowing, trimming and edging; and proper removal/disposal of lawn litter, including trash, and landscape debris such as leaves, sticks, grass clippings and other organic material, by the Contractor according to the following specification.

A lawn maintenance cycle shall be completed approximately once a week. There will be approximately 24 'Lawn Maintenance Cycles' per year - dependent on seasonal weather conditions. Increased or decreased cycles may be required. However, any additional mowing cycles beyond once per week mowing shall be approved by the Contract Administrator or his/her representative prior to mowing. Any mowing cycles prior to May 1 or after November 1 require the approval of the

Contract Administrator. Any additional mowing will not be paid for unless approved, and if approved, will be paid for at the contract unit price.

All elements of the lawn maintenance prior cycle shall be COMPLETED THE SAME DAY they are started. No partial mowing will be allowed unless the weather forces delays. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions exist.

All clippings, edging debris, leaves, and other material shall be removed from the site and disposed of properly at the Contractor's expense, and shall not be disposed of in MDOT furnished dumpsters or on MDOT property.

8. **MOWING**

Grass shall be mowed to an average height of three inches. At no time shall more than 50% of the grass blade length be cut in one cycle. The initial mowing at the beginning of the mowing season may require an additional cycle as determined by the Contract Administrator.

GRASS SHALL NOT BE MOWED WHEN WET.

Clippings shall be removed, if visible, after mowing.

Clippings shall be removed from all sidewalks, parking areas and flower and shrub beds.

The Contractor is responsible for keeping mulch material confined to the landscape beds.

9. **GRASS TRIMMING**

Trim grass around all fixed objects and trees at every mowing. Extreme care shall be used to prevent injury to MDOT fixed objects and trees. Contractor will be liable for damages as determined by the Contract Administrator. All grass trimming work performed shall be included in the contract unit price for mowing.

10. **EDGING**

Edge along all walks and curb areas with a motorized edger every second mowing. Edging shall be no wider than one half inch from edge of sidewalk/curb to lawn surface. All edging debris shall be removed from the site. All edging work performed shall be included in the contract unit price for mowing.

11. **Spring and Fall Clean-up**

Prior to the first mowing of the season, and after the last mowing, the Contractor shall rake all leaves, sticks, trash and other debris from the lawn and dispose of at his/her own expense. This work shall be paid for as a separate bid item.

12. **PAYMENT**

The completed work will be paid for at the contract unit price for each item as specified in the LAWN MAINTENANCE PAY ITEMS section which shall be payment in full for all labor, equipment and materials required to satisfactorily complete the work as described herein. Invoices should be submitted once a month.

1. Additional Contract Activities

1.1 Transition

1.2 Training

The Contractor will provide training if deemed necessary. The Contractor will explain its training capabilities and any training that is included in its proposal.

The Contractor will provide documentation and training materials.

1.3 Contract Activities That Will Include IT Related Services

2. Acceptance

2.1 Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities:

2.2 Final Acceptance

The Contractor will appoint individuals, 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").

The Contractor will notify the Contract Administrator at least 5 calendar days before removing or assigning a new Contractor Representative.

3.2 Customer Service Toll-Free Number

The Contractor specify its toll-free number (877) 393-4248 for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.

3.3 Technical Support, Repairs and Maintenance

The Contractor will specify its toll-free number for the State to make contact with the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST.

When providing technical support, the Call Center must resolve the caller's issue within [xx] minutes. If the caller's issue cannot be resolved within [xx] hours, on-site service must be scheduled. The on-site service must be performed within [xx] hours of the time the issue was scheduled for service.

3.4 Work Hours

The Contractor will provide Contract Activities during the State's normal working hours Monday – Friday 7:00 a.m. to 6:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project.

3.5 Key Personnel

The Contractor has appointed Jeff Eccleton who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 8 hours.

Contractor's Key Personnel must be on-site at [location] during the following times when needed.

The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms.

It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

(i) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$25,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.

(ii) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$25,000.00 credit specified above, Contractor will credit the State \$833.33 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed \$50,000.00 per individual.

Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

The Contractor will identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

3.6 Organizational Chart

The Contractor will provide an overall organizational chart that details staff members, by name and title, and subcontractors.

3.7 Disclosure of Subcontractors

The Contractor will not to utilize subcontractors.

The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

The relationship of the subcontractor to the Contractor.

Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

A complete description of the Contract Activities that will be performed or provided by the subcontractor.

Of the total bid, the price of the subcontractor's work.

3.8 Security

The Contractor will be subject the following security procedures:

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

The bidder's staff may be required to make deliveries to or enter State facilities. The bidder must: (a) explain how it intends to ensure the security of State facilities, (b) whether it uses uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks. The State may require the Contractor's personnel to wear State issued identification badges.

4. Project Management

4.1 Project Plan

Identify the project plan and how it will be managed, or ask Contractor to propose a project plan. Project plan should identify items such as the required contact personnel; the date the project plan must be submitted to the State; project management process; project breakdown identifying sub-projects, tasks, and resources required; expected frequency and mechanisms for updates/progress reviews; process for addressing issues/changes; and individuals responsible for receiving/reacting to the requested information.

The Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor must submit a project plan to the Program Manager for final approval. 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.

4.2 Meetings

The Contractor will attend the following meetings:

Mandatory Pre-Bid Meeting and yearly kick-off meeting

The State may request other meetings, as it deems appropriate.

4.3 Reporting

The Contractor will submit, to, the following written reports: Proposal Manager must identify the type and frequency of reports required. The Contractor must explain its reporting capabilities and any reporting that is included in its proposal.

5. Ordering

5.1 Authorizing Document

The appropriate authorizing document for the Contract will be

6. Invoice and Payment

6.1 Invoice Requirements

The completed work will be paid for at the contract unit price for each item as specified in the LAWN MAINTENANCE PAY ITEMS section which shall be payment in full for all labor, equipment and materials required to satisfactorily complete the work as described herein.

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

6.2 Payment Methods

The State will make payment for Contract Activities

6.3 Procedure

7. Liquidated Damages

[Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

STATE OF MICHIGAN

Request For Proposal Lawn Maintenance for University Region Office

EXHIBIT C PRICING

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using per mow price. The pricing schedule should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to, any 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).
3. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms: 0 % discount off invoice if paid within 45 days after receipt of invoice.

4. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

The Bidder will complete the Location Specific Sheet (LSS) for pricing. The LSS contains bid quantities and lists the locations where Lawn Care and Maintenance operations will occur.

**MAINTENANCE, REPAIR & OPERATIONS (MRO)
LAWN MAINTENANCE FOR UNIVERSITY REGION OFFICE
LOCATION SPECIFICATION SHEET (LSS)**

PART I – PLACE OF SERVICES REQUESTED

BIDDER NAME: PICTURE PERFECT LAWN CARE, LLC

LOCATIN: JACKSON, MI

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	04/01/2016	CONTRACT END DATE:	11/30/2019
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 3 Year Contract with 2, 1 Year Options		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	University Region Office		
BUILDING ADDRESS:	4701 W. Michigan Ave		
REGION / COUNTY:	University Region/ Jackson County		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	MDOT		
PROCUREMENT OFFICE CONTACT NAME:	Terry Harris	CONTACT PHONE #:	(517) 335-2507
PROCUREMENT OFFICE CONTACT E-MAIL:	harrist@michigan.gov	CONTACT FAX #:	(517) 335-7446
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	Jessica Price	CONTACT PHONE #:	(517) 750-0432
CCI / FM CONTACT E-MAIL:	Pricej9@michigan.gov	CONTACT FAX #:	(517) 750-4397
LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	N/A	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	N/A	(FILL IN IF NEEDED)	N/A
IDENTIFY DAYS OF SERVICE:	Determined by Program Mgr.	IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]	Determined by Program Mgr.

PART II – PRICING SHEET SUMMARY**LAWN MAINTENANCE SERVICES**

Check all that apply	DESCRIPTION OF SERVICES	CYCLES PER YEAR	PRICE PER ACRE (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
☒	Lawn Maintenance	24	\$33.67	\$4040.40
☒	Spring Clean-Up	1	\$59.00	\$295.00
☒	Fall Clean-Up	1	\$59.00	\$295.00
\$				
\$4,630.40 per year				

Quantities are estimates only; actual quantities will be determined by Program Manager.

*Contractor must inspect the property for tree limbs/branches and debris that would need to be removed from the grass areas prior to mowing. Debris shall also include paper on the ground and must be removed prior to mowing – must not be mowed over. Remove grass clippings as necessary.

*** This contract is not paid by the acre.***

3 Years with 2-one year options

	cycles	unit price	total
Lawn Care Maintenance which includes but is not limited to lawn mowing and trimming, edging, and removal of clippings and other lawn debris. Approximately 24 mowing per season.	72	\$168.35	\$12,121.20
Fall and Spring Clean-up (1 Fall and 1 Spring)	6	\$295.00	\$1,770.00
	Total 3 years		\$13,891.20