



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **22000000400**

CONTRACTOR	R.J. Thomas Manufacturing Co., Inc.
	5648 U.S. Highway 59
	Cherokee, IA 51012-0946
	Adam Struck
	800-762-5002
	astruck@rjthomas.com
	V Cust#

STATE	Program Manager	Melisa Potts	Agency Acronym
		517-420-9194	
	Contract Administrator	PottsM2@michigan.gov	
		Amanda Pauly	Agency Acronym
		517-388-9905	
		Paulya3@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Standard and ADA Compliant Picnic Tables and Table Frames and Pedestal Charcoal Grills.				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
February 1, 2022	January 31, 2027	FIVE 1-Year Options to Renew	January 31, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 ARI		Per Schedule A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 31, 2027
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,181,149.00		\$500,000.00	\$1,681,149.00	
DESCRIPTION: Effective 11/21/2025, this Contract is increased by \$500,000.00 for Department of Natural Resources use. Please note the Program Manager has been changed to Melisa Potts. Please note the Contract Administrator has been changed to Amanda Pauly. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 11/18/2025.				

FOR THE CONTRACTOR:

R.J. Thomas Manufacturing Co., Inc.
Company Name

Authorized Agent Signature

Adam Struck
Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Laura L. Gyorkos, Procurement Services Manager
Name & Title

Department of Natural Resources
Agency

Date



STATE OF MICHIGAN PROCUREMENT
 Department of Natural Resources
 525 West Allegan, Constitution Hall
 Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **2**
 to
 Contract Number **220000000400**

CONTRACTOR	R.J. Thomas Manufacturing Co., Inc.
	5648 U.S. Highway 59
	Cherokee, IA 51012-0946
	Adam Struck
	800-762-5002
	astruck@rjthomas.com
	CV0050707

STATE	Program Manager	Samantha Fusco	DNR
		517-388-6763	
		FuscoS@michigan.gov	
STATE	Contract Administrator	Brooke Jones	DNR
		517-388-6833	
		JonesB30@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Standard and ADA Compliant Picnic Tables and Table Frames and Pedestal Charcoal Grills				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
February 1, 2022	January 31, 2027	FIVE 1-Year Options to Renew	January 31, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 ARI		Per Schedule A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
THREE (3) units, any combination, per delivery location				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 31, 2027
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$931,150.00		\$249,999.00	\$1,181,149.00	
DESCRIPTION: Effective December 4, 2024 this Contract is increased by \$249,999.00 for DNR use. The revised estimated aggregate contract value is \$1,181,149.00. Please note the Contract Administrator has been changed to Brooke Jones. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and DNR Procurement agreement, and DTMB approval.				

FOR THE CONTRACTOR:

R.J. Thomas Manufacturing Co., Inc.

Company Name

E-SIGNED by Adam Struck
on 2024-12-06 12:25:45 EST

Authorized Agent Signature

Adam Struck

Authorized Agent (Print or Type)

2024-12-06 12:25:45 UTC

Date

FOR THE STATE:

E-SIGNED by Laura Gyorkos
on 2024-12-06 13:26:08 EST

Signature

Laura L. Gyorkos, Procurement Services Manager

Name & Title

Department of Natural Resources

Agency

2024-12-06 13:26:08 UTC

Date



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number 1
to
Contract Number 220000000400

CONTRACTOR	R.J. Thomas Manufacturing Co., Inc.
	5648 U.S. Highway 59
	Cherokee, IA 51012-0946
	Adam Struck
	800-762-5002
	astruck@rjthomas.com
	CV0050707

STATE	Program Manager	Samantha Fusco	DNR
		517-388-6763	
		FuscoS@michigan.gov	
Contract Administrator		Lisa Crozier-Green	DNR
		517-284-5938	
		CrozierGreenL@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Standard and ADA Compliant Picnic Tables and Table Frames and Pedestal Charcoal Grills			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 1, 2022	January 31, 2027	FIVE 1-Year Options to Renew	January 31, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 ARI		Per Schedule A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
THREE (3) units, any combination, per delivery location			
DESCRIPTION OF CHANGE NOTICE			
OPTION	LENGTH OF OPTION	EXTENSION	REVISD EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>	January 31, 2027
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$931,150.00		\$0.00	\$931,150.00
DESCRIPTION: Effective February 28, 2023, the following amendment is incorporated into this Contract per revised MA 22*400. Vendor contact information has been changed to Adam Struck. Program Manager has been changed to Samantha Fusco. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and DNR Procurement agreement.			

FOR THE CONTRACTOR:

R.J. Thomas Manufacturing Co., Inc.

Company Name

E-SIGNED by Adam Struck
on 2023-02-24 14:19:48 EST

Authorized Agent Signature

Adam Struck

Authorized Agent (Print or Type)

2023-02-24 14:19:48 UTC

Date

FOR THE STATE:

E-SIGNED by Laura Gyorkos
on 2023-02-27 15:34:20 EST

Signature

Laura L. Gyorkos, Procurement Services Manager

Name & Title

Department of Natural Resources

Agency

2023-02-27 15:34:20 UTC

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and **R.J. Thomas Mfg. Co. Inc.** (“**Contractor**”), an **Iowa Corporation**. This Contract is effective on February 1, 2022 (“**Effective Date**”), and unless terminated, expires on January 31, 2027.

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

The parties agree as follows:

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

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

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

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

STANDARD CONTRACT TERMS

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

If to State:	If to Contractor:
Lisa Crozier-Green Department of Natural Resources 525 West Allegan, Constitution Hall Lansing, MI 48933 CrozierGreenL@michigan.gov 517-388-6626	Adam Struck or Customer Service Dept. R.J. Thomas Manufacturing Co., Inc. PO Box 946, Cherokee, IA 51012-0946 astruck@rjthomas.com 800-762-5002

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 Department of Natural Resources 525 West Allegan, Constitution Hall Lansing, MI 48933 CrozierGreenL@michigan.gov 517-388-6626	Adam Struck or Customer Service Dept. R.J. Thomas Manufacturing Co., Inc. PO Box 946, Cherokee, IA 51012-0946 astruck@rjthomas.com 800-762-5002

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:
Samantha Fusco Parks and Recreation Division Constitution Hall, 5 th Floor 525 W Allegan Street Lansing, MI 48933 fuscoss@michigan.gov 517-388-6763	Customer Service Dept. R.J. Thomas Manufacturing Co., Inc. PO Box 946, Cherokee, IA 51012-0946 pilotrock@rjthomas.com 800-762-5002

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or otherwise 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

STANDARD CONTRACT TERMS

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 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 using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

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

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurance contained in this Section; (c) notify the Contract Administrator within five (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.

STANDARD CONTRACT TERMS

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

- 7. 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.

- 8. 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.
- 9. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 10. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the

STANDARD CONTRACT TERMS

result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, 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.

- 11. 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.
- 12. Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

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

STANDARD CONTRACT TERMS

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.

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

STANDARD CONTRACT TERMS

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

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

- 19. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
- 20. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 21. 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.

STANDARD CONTRACT TERMS

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.

- 22. 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.
- 23. 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.
- 24. 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,

STANDARD CONTRACT TERMS

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.

- 25. 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.
- 26. Limitation of Liability and Disclaimer of Damages.** **IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is

STANDARD CONTRACT TERMS

- 27. 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.
- 28. 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.
- 29. 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

STANDARD CONTRACT TERMS

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

STANDARD CONTRACT TERMS

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.

- 30. 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.

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

STANDARD CONTRACT TERMS

breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

- 32. 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.
- 33. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 34. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 35. 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.
- 36. 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.
- 37. 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.

STANDARD CONTRACT TERMS

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.

- 39. 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.

- 40. 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.

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

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

Schedule A – Statement of Work

Schedule B2 – Pricing Spreadsheet

Schedule C1 – Picnic Table Shop Drawings

Schedule C2 – Pedestal Grill Shop Drawings

- 43. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly

STANDARD CONTRACT TERMS

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.

- 44. 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.
- 45. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 46. 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.
- 47. 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.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Department of Natural Resources

Standard and ADA Picnic Tables, Table Jacks and Charcoal Pedestal Grills
Contract Number 220000000400

BACKGROUND

The Michigan Department of Natural Resources (DNR) manages 77 State Parks, 23 Recreation Areas, 3 State Historic Parks, 3 State Scenic Sites and 140 State Forest Campgrounds. Every year, approximately 22 million visitors enjoy the abundant natural and cultural resources celebrated throughout the Michigan State Parks System. These facilities are spread across various locations statewide, offering public day use areas, campgrounds, beach access sites, hiking and other activities unique to the State. Picnic tables and grills are heavily used site commodities within the State Park System resulting in the need for frequent replacement.

SCOPE

This Contract will include Standard and ADA Compliant Picnic Tables and Jacks and Charcoal Pedestal Grills.

- A. The Contractor is the manufacturer, or the authorized dealer / distributor of the product specified.
- B. Picnic Tables and Jacks must meet the Mandatory Minimum Specifications.
- C. Pedestal Charcoal Grills must meet the Mandatory Minimum Specifications.
- D. **Picnic Tables and Jacks:**
 1. Will be heavy duty, non-tip, walk-through design.
 2. Will be available in standard 6' and ADA compliant 8' lengths.
 3. Standard 6' frames will include seat brackets on one side only to allow conversion to ADA compliant frame.
 4. Frames will be a minimum 2 3/8" OD steel pipe.
 5. Two (2) drain (weep) holes will be drilled in the bottom of each end frame.
 6. All joints will be welded.
 7. Finish will be hot-dipped galvanized after fabrication covering all welds, cut ends, punched holes, etc.
 8. ADA compliant 8' length tables will have:
 - a. Knee clearance - minimum 27" height, 30" width, and 8" depth.
 - b. Toe clearance - minimum 9" height, 30" width, and 17" depth.
- E. **Pedestal Charcoal Grills:**
 1. Firebox will be constructed entirely of 3/16" steel plate.
 2. Firebox will be permanently attached to the pedestal post with a swivel mechanism which provides continuous rotation in either direction.
 3. Grate will be permanently attached to firebox.
 4. Firebox and grate will be all welded joints.

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

5. Pedestal post will be a minimum 3 1/2" OD steel pipe designed for permanent embedded installation.
6. Entire unit will be finished in high temperature, heat resistant, non-toxic black enamel.

REQUIREMENTS

1. General Requirements

1.1. Preferred Product Specifications

A. Picnic Tables and Frames:

B. Picnic Tables and Frames will meet or exceed the specifications in this Section, and as diagrammed in Schedule C - Picnic Table Shop Drawings.

1. Picnic Tables and Frames:
 - a. Will be heavy duty, non-tip, walk-through design.
 - b. Will be available in standard 6' and ADA compliant 8' lengths.
2. Frames will be a minimum 2 3/8" OD steel pipe.
3. Knee clearance - minimum 27" height, 30" width, and 8" depth.
4. Toe clearance - minimum 9" height, 30" width, and 17" depth.
5. Overall assembled picnic table width will be 59-3/4".
6. Table height will be between 28" and 34" above ground surface.
7. Seat height will be 18-1/2" above ground surface.
8. Top and seat mounting brackets will be minimum 2"x3"x3/16" steel angles.
9. Diagonal support braces will be minimum 1-5/16" OD steel pipe.
10. All bolt holes will be pre-drilled.
11. All fasteners will be 3/8" diameter hot dipped galvanized carriage bolts.
12. Two (2) drain (weep) holes will be drilled in the bottom of each end frame, 7/16" minimum diameter.
13. All joints will be welded.
14. Finish will be hot-dipped galvanized after fabrication covering all welds, cut ends, punched holes, etc.
15. Table top finished width should be 29-3/8"
16. Plank seat width should be 9-1/2"
17. Design #1 Standard 6' frames will include:
 - a. 6' length seats.
 - b. Seat brackets on one side only to allow conversion to ADA compliant frame.
7. Design #2 ADA compliant 8' length tables will have:
 - a. 6' length seats with one end of table top to extend 2' beyond seat.

Picnic Tables / Table Frames	
Brand Name:	Pilot Rock
Design #1 Picnic Table Model:	XT/G-6TP/SA MI
Design #1 Table Frame Model:	XT/G-6FR/SA
Design #2 Picnic Table Model:	XT/G-6TP/E MI

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Design #2 Table Frame Model:	XT/G-6FR/E	
a. Design #1 Table / Seat Length:	Table Length:	6 ft.
	Seat Length:	6 ft.
b. Design #2 Table / Seat Length:	Table Length:	8 ft.
	Seat Length:	6 ft.
c. Overall assembled picnic table width:	59-1/8"	
d. Table top width:	28-3/4"	
e. Plank seat width:	9-1/4" to 9-1/2"	
f. Table height:	29-1/2"	
g. Seat height:	17-5/8"	
h. Number of weep holes in bottom of each end frame:	6	
Weep hole diameter:	3/8"	
i. Top and seat mounting bracket dimensions:	2 x 2 x 1/8"	
j. Diagonal support brace dimensions:	1-5/16" OD	

1. Complete, Un-Assembled, Finished Standard 6' and ADA Compliant 8' Picnic Tables Preferred Specifications

- a. Table top and seats will be #1 grade Southern Yellow Pine, 2" x 10" plank, pressure treated, and kiln dried after treatment (KDAT).
- b. Wood will be surface planed on all six sides with 3/8" radius on all exposed edges.
- c. Table top will be three planks wide and either 6' or 8' length, per Designs #1 and #2.
- d. Table top planks will be tied together on the underside with a 1 1/2" x 1/2" x 1/8" channel to prevent warping.
- e. Each seat will be one plank wide and 6' length and 9 1/4" wide.
- f. Table tops and seats will be finished with exterior Organiclear WR-5 finish.

2. Pedestal Charcoal Grills Preferred Specifications:

- a. Grill will have:
 - i. 300 square inch cooking area and
 - ii. A four level, adjustable grate
- c. Firebox:
 - i. 20" wide x 15" deep x 10" high
 - ii. Include a die-formed ash flange on front edge
 - iii. Include 1 1/2" radius on all exposed corners
- d. Grate
 - i. Perimeter and handles will be 5/8" diameter steel bar.
 - ii. Cooking surface will be 1/2" steel bar.
 - iii. Grates include two handle grips of 1/8" x 1/2" coiled steel bar. Handle grips should be suitable for public use.
 - iv. Shall be permanently attached to firebox.
- e. Pedestal post
 - i. 3-1/2" OD x 48" long steel pipe, and

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- ii. Designed for permanent embedded installation.
- f. Entire unit shall be finished in high temperature, heat resistant, non-toxic black enamel.

Brand Name:	Pilot Rock
Model:	N-20 B2
a. Grill	
i. Dimension in square inches of cooking area.	300 sq. in.
ii. Includes a four level, adjustable grate	
c. Firebox	
i. Firebox dimensions	15" x 20" x 10"
ii. Firebox includes a die-formed ash flange on the front edge	
iii. Radius on exposed corners:	1-1/2"
d. Grate:	
i. Perimeter and handles are 5/8" diameter steel bar	
ii. Cooking surface is 1/2" steel bar	
iii. Handle grips are included	
Dimension and type of handle grips:	1/8x1/2" steel bar
iv. Is the grate permanently attached to the firebox?	
e. Pedestal Post:	
i. Pedestal post outside dimension (OD):	3-1/2" OD
Pedestal post material:	Steel pipe
Pedestal post length:	48"
ii. Designed for permanent embedded installation?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
f. Is the entire unit finished in high temperature, heat resistant, non-toxic black enamel?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

1.2. Warranties

- A. Describe any warranties included in the bid – add additional rows as needed.
- B. Provide the length of warranty and any limitations
- C. Explain the process for reporting warranty issues.
- D. Explain how repairs or replacements will be handled, and timeframe required for repair or replacement.
- E. The State reserves the right to require additional warranties other than those identified by the Contractor in its response to this RFP.

Bidder must provide detailed information requested below:

Complete Un-Assembled Finished Picnic Tables Warranty Information	
Length of Warranty:	Frames: Lifetime. Lumber: (1) Year.
Warranty Limitations or Exclusions:	Original Owner Only. See attached.
Process for reporting warranty issues:	Contact R.J. Thomas Mfg. Co.
Responsible party for warranty:	R.J. Thomas Mfg. Co.
Contact Name:	Customer Service Dept.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Address:	5648 US Hwy 59, Cherokee, IA
Phone:	800-762-5002
Email:	customerservice@rjthomas.com
Explain how repairs are handled:	Replacement of faulty component.
Timeframe required for repairs:	NA – no repairs available.
Explain how replacements are handled:	Contact Customer Service
Timeframe required for replacements:	45-60 Days ARO.

Picnic Table Frames Warranty Information	
Length of Warranty:	Lifetime Warranty on XT Frames.
Warranty Limitations or Exclusions:	Original Owner Only.
Process for reporting warranty issues:	Contact R.J. Thomas Mfg. Co.
Responsible party for warranty:	R.J. Thomas Mfg. Co. Inc.
Contact Name:	Customer Service Dept.
Address:	5648 US Hwy 59, Cherokee, IA
Phone:	800-762-5002
Email:	customerservice@rjthomas.com
Explain how repairs are handled:	Replacement of faulty component.
Timeframe required for repairs:	NA – no repairs available.
Explain how replacements are handled:	Contact Customer Service
Timeframe required for replacements:	45-60 Days ARO.

Pedestal Charcoal Grills Warranty Information	
Length of Warranty:	Grill: (5) Years; Paint: (1) year
Warranty Limitations or Exclusions:	Original Owner Only
Process for reporting warranty issues:	Contact R.J. Thomas Mfg. Co.
Responsible party for warranty:	R.J. Thomas Mfg. Co.
Contact Name:	Customer Service Dept.
Address:	5648 US Hwy 59, Cherokee, IA
Phone:	800-762-5002
Email:	customerservice@rjthomas.com
Explain how repairs are handled:	Replacement of faulty component.
Timeframe required for repairs:	NA – no repairs available
Explain how replacements are handled:	Contact Customer Service
Timeframe required for replacements:	45-60 Days ARO.

1.3. Recall Requirements and Procedures

A. The Contractor will notify the Contract Administrator in the event of any recall.

1.4. Incentives

A. The Contractor is offering a quantity discount. Please see Schedule B – Pricing, for more information.

1.5. Transition

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- A. **Contract Execution:** The Contractor agrees to sign, date and return Contract with a current certificate of liability insurance per Contract requirements and limits of liability, and workers compensation certificate prior to Contract execution.
- B. **Post-Contract Transition:** The Contractor agrees all invoices will be sent within 45 days after expiration of contract. Any invoices received after 45 days will result in a non-payment of invoice.

2. Service Requirements

2.1. Timeframes

- A. All Contract Activities will be delivered within SIXTY (60) calendar days from receipt of order, unless supply chain issues create material shortages and // or shipment delays.
- B. The receipt of order date is pursuant to the **Notices** section of the *Standard Contract Terms*.

2.2. Delivery

- A. Delivery will be expected within SIXTY (60) calendar days upon date of order.
- B. Delivery will be made to various locations in the Upper and Lower Peninsulas of Michigan.
- C. Price quoted includes delivery, F.O.B. Destination.
- D. The Contractor has provided the following a detail on delivery timeframes.

Complete, Un-Assembled Standard 6’ and ADA Compliant 8’ Picnic Tables	
Contractor delivery time frame for Lower Peninsula.	Within (60) days ARO.
Contractor delivery time frame for Upper Peninsula.	Within (60) days ARO.
Contractor terms for Rush Orders.	NA
Shipments will be made within (60) calendar days ARO (unless supply chain issues create material shortages and shipment delays).	
Picnic Table Frames	
Contractor delivery time frame for Lower Peninsula.	Within (60) days ARO.
Contractor delivery time frame for Upper Peninsula.	Within (60) days ARO.
Contractor terms for Rush Orders.	NA
Shipments will be made within (60) calendar days ARO (unless supply chain issues create material shortages and shipment delays).	
Pedestal Charcoal Grills	
Contractor delivery time frame for Lower Peninsula.	Within (60) days ARO.
Contractor delivery time frame for Upper Peninsula.	Within (60) days ARO.
Contractor terms for Rush Orders.	NA
Shipments will be made within (60) calendar days ARO (unless supply chain issues create material shortages and shipment delays).	

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

3. Staffing

3.1. Contractor Representative

- A. The Contractor must appoint one (1) individual, specifically assigned to any resulting Contract who will be available to receive calls and respond to State inquiries regarding the Contract Activities.
- B. The Contractor agrees to notify the Contract Administrator at least ten (10) calendar days before removing or assigning a new Contractor Representative. The Contract Administrator will draft a Change Notice for signature by the Contractor.
- C. The Contractor must identify the Contractor Representative, indicate where they will be physically located, provide contact information and describe the functions they will perform.

Contractor Representative:	Customer Service Dept.
Address:	PO Box 946, Cherokee, IA 51012-0946
Telephone:	800-762-5002
Email:	customerservice@rjthomas.com
Days / Times Available:	M – F; 8:00AM to 5:00PM Central Time
Function:	Quotes/Orders/Warranty/Information

3.2. Key Personnel

- A. The Contractor agrees to employ, at a minimum, one Key Personnel who will be directly responsible for the day-to-day operations of the Contract.
- B. Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 8 business hours.
- C. The State reserves the right to require the Contractor to employ more than one Key Personnel to adequately supervise the day-to-day Contract Activities.
 - a. The State reserves the right to approve Key Personnel for this project and to require replacement of any Key Personnel found to be unacceptable at any time during the project.
 - b. The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor’s control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause.
 - c. The State may request a résumé and conduct an interview before approving a change.
 - d. The State may require a 30 calendar-day training period for replacement personnel.
 - e. Key Personnel shall act as the Contractor’s designated representative at the specified locations.
 - f. Key Personnel will be trained and qualified to directly supervise the day-to-day Contract Activities.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Key Personnel:	Adam Struck
Location:	5648 US Hwy 59, Cherokee, IA
Telephone Number:	800-762-5002
Email Address:	customerservice@rjthomas.com
Organizational Role:	All activities of customer service.
Qualifications:	(8) people
Relevant Experience:	
Scope of responsibilities:	Quotes/Orders/Information/Warranty
Other Contracts:	Many City/County/State Contracts.
Geographic Region Covered:	US National and International.
Number of employees supervised:	(8)

3.3. Disclosure of Subcontractors

- A. The Contractor does not intend to utilize subcontractors.
- B. In the event the Contractor requires subcontractors, the Contractor must disclose the following:
 1. 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.
 2. The relationship of the subcontractor to the Contractor. Of the total bid, the price of the subcontractor’s work. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
 3. A complete description of the Contract Activities that will be performed or provided by the subcontractor.

Contractor will utilize subcontractors for Contract Activities proposed. Complete the subcontractor information section, below.	
Subcontractor business name:	
Contact:	
Phone:	
Email:	
Contract Activities Provided:	

3.4. Customer Service Number

The Contractor must specify its Customer Service Number. Customer Service should be available Monday – Friday, 8:00 a.m. to 5:00 p.m. EST.

Customer Service Number:	800-762-5002
Hours of Availability:	Monday-Friday, 8:00AM to 5:00PM Central Time

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

4. Pricing

4.1. Price Term

- A. Pricing is firm for a 365-day period (“Pricing Period”). The first pricing period begins on the Effective Date. Adjustments may be requested in writing by either party, if approved, will take effect no earlier than the next Pricing Period.

4.2. Price Changes

- A. Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.
- B. Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.
- C. The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a properly executed Delivery Order (DO).

5.2. Minimum Order

- A. The State’s minimum order is three items, any combination, per destination.

5.3. Order Verification

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

6. Delivery

6.1. Delivery Terms

- A. The price proposed includes delivery F.O.B. Destination, however the receiving destination / location must be able to unload.

B. Delivery Programs

- A. The Contractor will delivery within 60 calendar days after receipt of order.
- B. The Contractor will utilize contract or third-party LTL carriers through a freight broker.

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

C. Packaging and Palletizing

Packaging will be optimized to permit the lowest freight rate. Shipments will be palletized whenever possible using manufacturer's standard 4-way shipping pallets.

7. Acceptance

7.1 Acceptance

- A. 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").
- B. The State will notify the 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.
- C. Within 10 business days from notification of acceptance with deficiencies, the Contractor must cure the deficiency at no additional cost and deliver acceptable Contract Activities to the State.
- D. 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.

8. Invoice and Payment

A. Invoice Requirements

1. 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); (g) vendor-generated invoice number; and (h) total price.

B. Payment Methods

1. The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) only.
2. The Contractor agrees to be EFT compliant in SIGMA VSS prior to Contract execution.

9. Liquidated Damages

- A. 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 \$500 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.
- B. Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

State. Therefore, the State may assess liquidated damages against Contractor as specified above.

10. Additional Requirements

- A. **Environmental and Energy Efficiency Product Standards.** The Contractor agrees to identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States Department of Agriculture certified bio-based product label. Contractor must describe how products that meet these requirements are identified or otherwise labelled.
- B. **Hazardous Chemical Identification.** 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 must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.
- C. **Mercury Content.** Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor agrees to explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.
- D. **Brominated Flame Retardants.** The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor agrees to disclose whether the products contain BFRs. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

SCHEDULE B – PRICING

Department of Natural Resources
Standard and ADA Picnic Tables, Table Jacks and Charcoal Pedestal Grills
Contract Number 220000000400

1. Price proposed includes 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).
2. The price proposed include shipping F.O.B. Destination, however, receiving location must unload shipment.
3. The Contractor is offering a quantity discount, see attached price sheet for details.

SCHEDULE B – PRICING

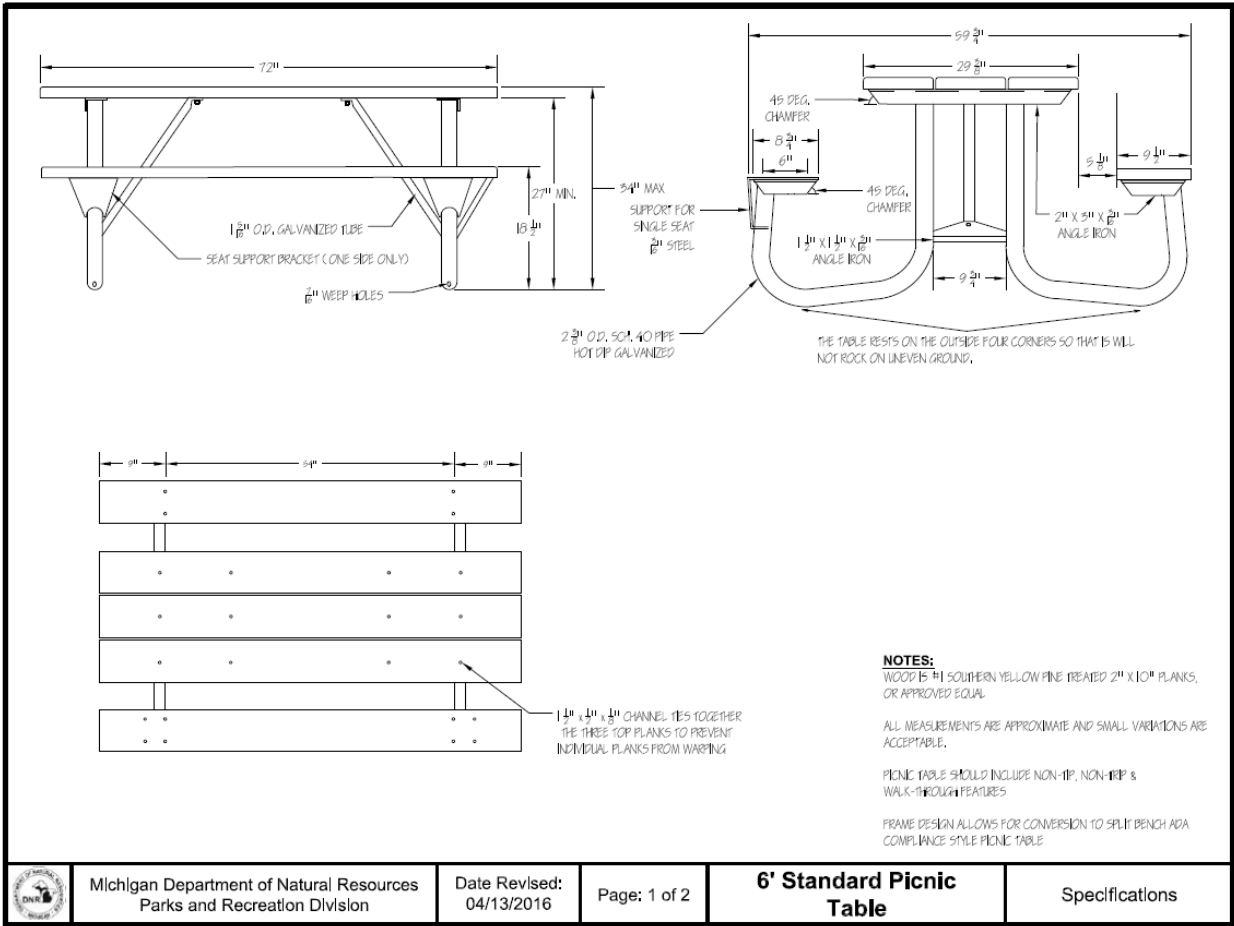
Schedule B2 - Pricing Spreadsheet								
Department of Natural Resources								
Standard and ADA Picnic Tables, Table Jacks and Charcoal Pedestal Grills								
Contract Number 22000000400								
Item	Description	Model Number	Price Each	Quantity Discounts				
				1 - 5 Units Price Each	6 - 10 Units Price Each	11 - 15 Units Price Each	16 - 20 Units Price Each	20+ Units Price Each
1	DESIGN #1 - Standard 6' Picnic Table, complete, un-assembled, finished top and seat planks. Price includes delivery to Upper and Lower Peninsula locations.	XT/G-6TP/SA MI	\$768.00	\$768.00	\$768.00	\$768.00	\$768.00	\$735.05 (21+)
2	DESIGN #1 - Standard 6' Picnic Table - FRAME ONLY Price includes delivery to Upper and Lower Peninsula locations.	XT/G-6FR/SA	\$402.50	\$402.50	\$402.50	\$402.50	\$402.50	\$385.25 (21+)
3	DESIGN #2 - ADA Compliant 8' Picnic Table, complete, un-assembled, finished top and seat planks. Price includes delivery to Upper and Lower Peninsulas.	XT/G-6TP/E MI	\$794.00	\$794.00	\$794.00	\$794.00	\$794.00	\$760.50 (21+)
4	DESIGN #2 - ADA Compliant 8' Picnic Table - FRAME ONLY Price includes delivery to Upper and Lower Peninsulas.	XT/G-6FR/E	\$403.00	\$403.00	\$403.00	\$403.00	\$403.00	\$385.60 (21+)
5	Pedestal Charcoal Grill Price includes delivery to Upper and Lower Peninsulas.	N-20 B2	\$390.00	\$390.00	\$390.00	\$390.00	\$390.00	\$372.50 (21+)
6	DESIGN #1 - Standard 6' Picnic Table, complete, un-assembled, UNFINISHED top and seat planks. Price includes delivery to Upper and Lower Peninsula locations.	XT/G-6TP/SA MI	\$668.00	\$668.00	\$668.00	\$668.00	\$668.00	\$640.05 (21+)
7	DESIGN #2 - ADA Compliant 8' Picnic Table, complete, un-assembled, UNFINISHED top and seat planks. Price includes delivery to Upper and Lower Peninsulas.	XT/G-6TP/E	\$694.00	\$694.00	\$694.00	\$694.00	\$694.00	\$665.50 (21+)
DELIVERY: Will ship within (60) days ARO. Delivery schedule subject to change caused by supply chain issues such as material shortages and delivery delays.								
All prices include freight to destination. Each destination must be able to receive and UNLOAD freight.								
Picnic tables and frame kits are shipped unassembled.								
MINIMUM ORDER: (3) items in any combination per destination.								
QUANTITY DISCOUNT: A discount is offered for a single order of (21+) items in any combination per destination.								

SCHEDULE C1 - PICNIC TABLE SHOP DRAWINGS

Note: Drawings are for reference purposes only; Bidder may offer alternative design.

All Design Drawings have been included as PDF attachments with the RFP.

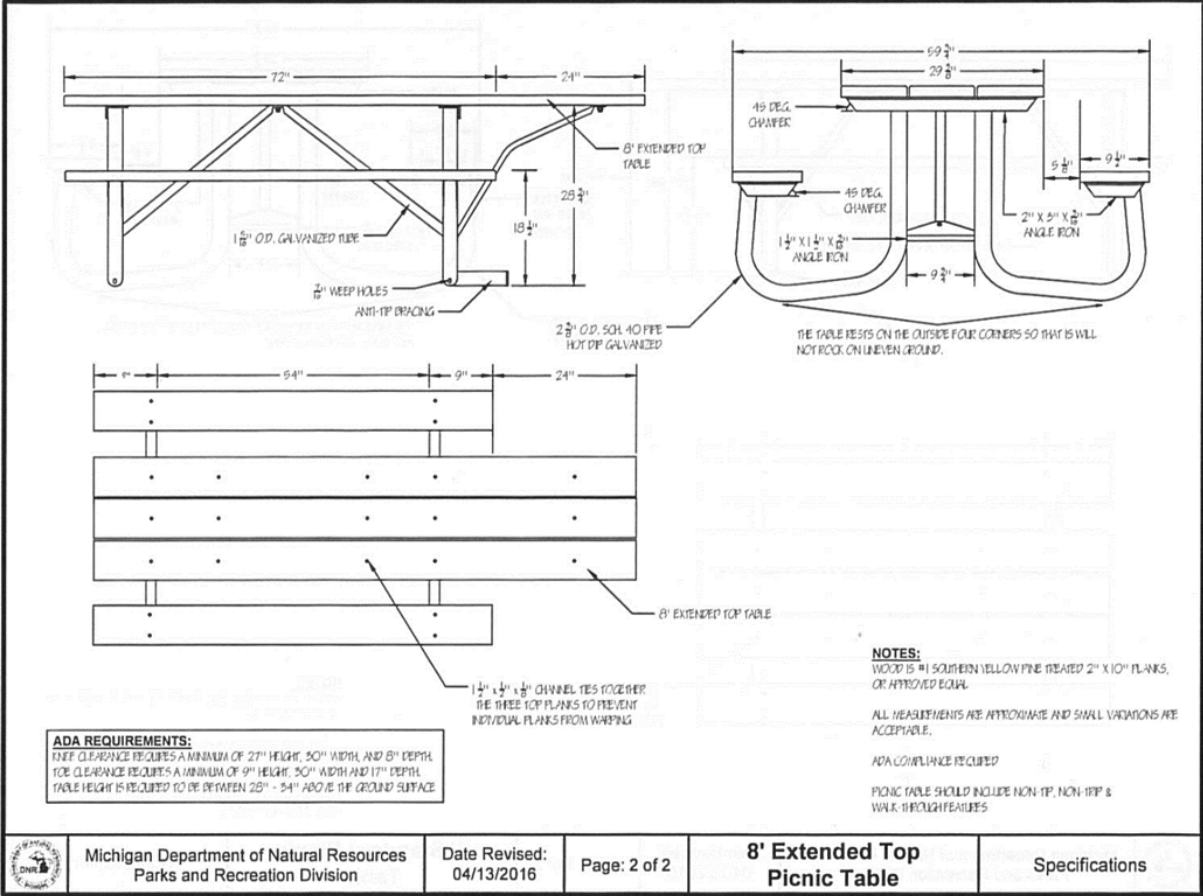
DESIGN #1 – Standard 6' Table



	Michigan Department of Natural Resources Parks and Recreation Division	Date Revised: 04/13/2016	Page: 1 of 2	6' Standard Picnic Table	Specifications
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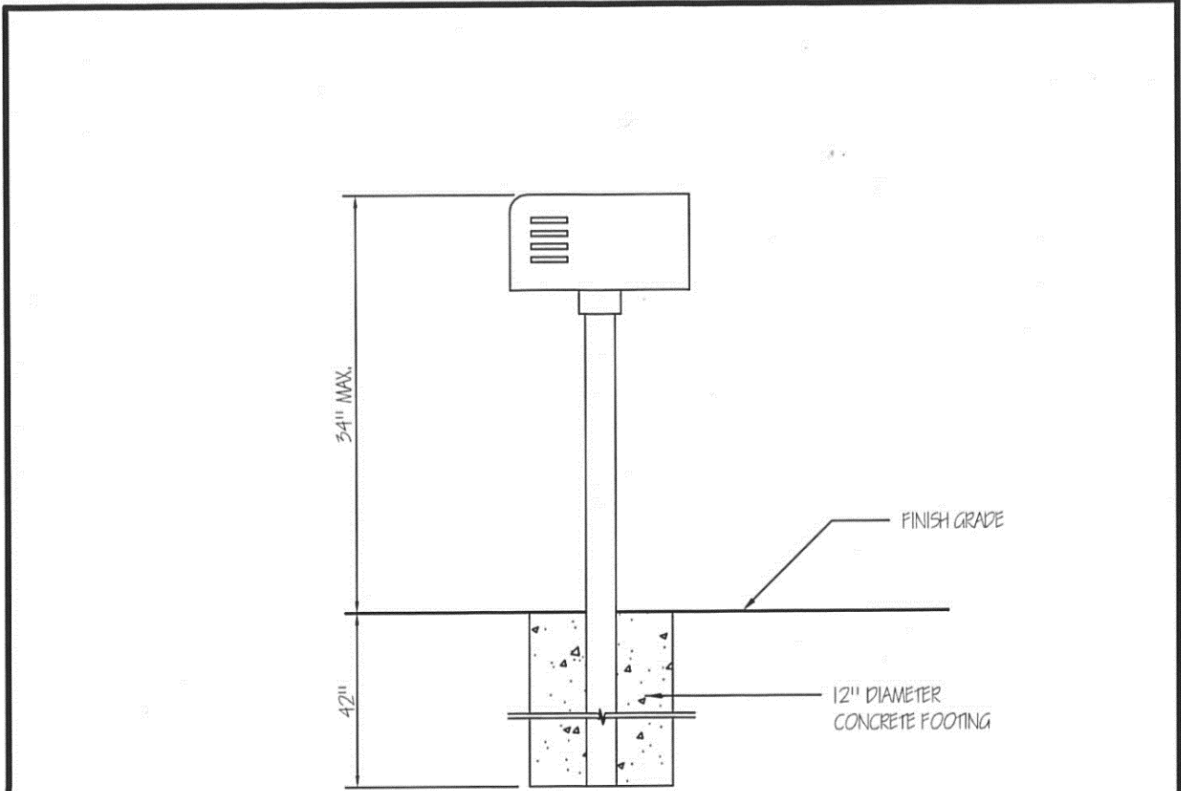
SCHEDULE C1 - PICNIC TABLE SHOP DRAWINGS

DESIGN #2 – ADA Compliant 8' Table



	Michigan Department of Natural Resources Parks and Recreation Division	Date Revised: 04/13/2016	Page: 2 of 2	8' Extended Top Picnic Table	Specifications
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SCHEDULE C2 - PEDESTAL GRILL SHOP DRAWING



PARK GRILLS SHALL HAVE A 300 SQ IN GRATE THAT ADJUSTS TO 4 LEVELS.

THE FIREBOX SHALL BE 20" WIDE X 15" DEEP X 10" HIGH.

THE BASE SHALL BE 3 1/2" O.D. X 40" FOR PERMANENT INSTALLATION

FIREBOX AND SWIVEL MECHANISM SHALL BE CONSTRUCTED ENTIRELY OF 3/8" STEEL PLATE WITH DIE FORMED ASH FLANGE ON FRONT EDGE. EXPOSED CORNERS SHALL BE ROUND TO 1 1/2" RADIUS AND ALL EDGE CONNECTIONS SHALL BE ENTIRELY WELDED.

UNIT SHALL BE PERMANENTLY ATTACHED TO A 3 1/2" O.D. X 40" PIPE BASE DESIGNED FOR PERMANENT INSTALLATION, AND SHALL ROTATE CONTINUOUSLY IN EITHER DIRECTION.

GRATE SHALL BE 5/8" STEEL BAR AROUND THE PERIMETER AND HANDLES AND 1/2" STEEL BAR TO PROVIDE THE GRATE SURFACE.

GRATE SHALL BE UNABLE TO BE REMOVED.

GRATE SHALL BE PROVIDED WITH 2 SPRING COIL GRIPS SUITABLE FOR PUBLIC USED FROM 1/8" X 1/2" FLAT BAR


ENTIRE UNIT SHALL BE FINISHED IN HIGH TEMPERATURE HEAT RESISTANT NONTOXIC BLACK ENAMEL

ADA COMPLIANCE NOTES:

THE COOKING SURFACE MUST BE BETWEEN 15" AND 34" ABOVE THE GROUND.

ALL OPERABLE PARTS MUST BE BETWEEN 15" AND 48" ABOVE THE GROUND.

A MINIMUM OF 48" X 48" OF CLEAR GROUND SPACE MUST BE PROVIDED ON ALL USABLE SIDES.

	Date Revised: 04/13/2016	Page: 1 of 1	Charcoal Pedestal Grill	Specifications
	Michigan Department of Natural Resources Parks and Recreation Division			



STATE OF MICHIGAN PROCUREMENT
 Department of Natural Resources
 525 West Allegan, Constitution Hall, Third Floor
 Lansing, MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 220000000400
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	R.J. Thomas Manufacturing Co., Inc.
	5648 U.S. Highway 59
	Cherokee, IA 51012-0946
	Bob Simonsen
	800-762-5002
	pilotrock@rjthomas.com
	CV0050707

STATE	Program Manager	Eric Jazdyk	DNR
		517-284-6132	
	JazdykE@michigan.gov		
	Contract Administrator	Lisa Crozier-Green	DNR
517-388-6626			
CrozierGreenL@michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: Standard and ADA Compliant Picnic Tables and Table Frames and Pedestal Charcoal Grills			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 1, 2022	January 31, 2027	FIVE (5) 1-Year Options to Renew	January 31, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		Sixty (60) Days After Receipt of Order	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
THREE (3) Units, any combination, per delivery location.			
MISCELLANEOUS INFORMATION			
The terms and conditions of this Contract are those of RFP 220000000037, this Contract Agreement and the vendor's quote dated October 22, 2021. In the event of any conflicts between the specifications and / or terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.			
THIS IS NOT AN ORDER: Orders will be placed directly by the State agency via the authorized document established in Schedule A, Section 5.1. Authorizing Documents and per the terms, conditions, specifications and pricing of this contract.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$931,150.00

FOR THE CONTRACTOR:

R.J. Thomas Manufacturing Co., Inc.

Company Name

E-SIGNED by Bob Simonsen
on 2022-01-28 15:30:47 EST

Authorized Agent Signature

Bob Simonsen

Authorized Agent (Print or Type)

2022-01-28 15:30:47 UTC

Date

FOR THE STATE:

E-SIGNED by Laura Gyorkos
on 2022-01-28 16:37:00 EST

Signature

Laura L. Gyorkos, Procurement Services Manager

Name & Title

Department of Natural Resources

Agency

2022-01-28 16:37:00 UTC

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and **R.J. Thomas Mfg. Co. Inc.** (“**Contractor**”), an **Iowa Corporation**. This Contract is effective on February 1, 2022 (“**Effective Date**”), and unless terminated, expires on January 31, 2027.

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

The parties agree as follows:

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

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

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

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

STANDARD CONTRACT TERMS

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

If to State:	If to Contractor:
Lisa Crozier-Green Department of Natural Resources 525 West Allegan, Constitution Hall Lansing, MI 48933 CrozierGreenL@michigan.gov 517-388-6626	Bob Simonsen or Customer Service Dept. R.J. Thomas Manufacturing Co., Inc. PO Box 946, Cherokee, IA 51012-0946 pilotrock@rjthomas.com 800-762-5002

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 Department of Natural Resources 525 West Allegan, Constitution Hall Lansing, MI 48933 CrozierGreenL@michigan.gov 517-388-6626	Bob Simonsen or Customer Service Dept. R.J. Thomas Manufacturing Co., Inc. PO Box 946, Cherokee, IA 51012-0946 pilotrock@rjthomas.com 800-762-5002

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:
Eric Jazdyk, Development Planner Parks and Recreation Division Constitution Hall, 5 th Floor 525 W Allegan Street Lansing, MI 48933 jazdyke@michigan.gov 517-284-6132	Customer Service Dept. R.J. Thomas Manufacturing Co., Inc. PO Box 946, Cherokee, IA 51012-0946 pilotrock@rjthomas.com 800-762-5002

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or otherwise 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

STANDARD CONTRACT TERMS

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 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 using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

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

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurance contained in this Section; (c) notify the Contract Administrator within five (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.

STANDARD CONTRACT TERMS

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

- 7. 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.

- 8. 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.
- 9. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 10. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the

STANDARD CONTRACT TERMS

result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, 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.

- 11. 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.
- 12. Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

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

STANDARD CONTRACT TERMS

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.

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

STANDARD CONTRACT TERMS

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

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

- 19. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
- 20. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 21. 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.

STANDARD CONTRACT TERMS

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.

- 22. 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.
- 23. 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.
- 24. 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,

STANDARD CONTRACT TERMS

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.

- 25. 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.
- 26. Limitation of Liability and Disclaimer of Damages.** **IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is

STANDARD CONTRACT TERMS

- 27. 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.
- 28. 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.
- 29. 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

STANDARD CONTRACT TERMS

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

STANDARD CONTRACT TERMS

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.

- 30. 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.

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

STANDARD CONTRACT TERMS

breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

- 32. 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.
- 33. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 34. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 35. 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.
- 36. 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.
- 37. 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.

STANDARD CONTRACT TERMS

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.

- 39. 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.

- 40. 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.

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

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

Schedule A – Statement of Work

Schedule B2 – Pricing Spreadsheet

Schedule C1 – Picnic Table Shop Drawings

Schedule C2 – Pedestal Grill Shop Drawings

- 43. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly

STANDARD CONTRACT TERMS

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.

- 44. 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.
- 45. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 46. 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.
- 47. 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.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Department of Natural Resources

Standard and ADA Picnic Tables, Table Jacks and Charcoal Pedestal Grills
Contract Number 220000000400

BACKGROUND

The Michigan Department of Natural Resources (DNR) manages 77 State Parks, 23 Recreation Areas, 3 State Historic Parks, 3 State Scenic Sites and 140 State Forest Campgrounds. Every year, approximately 22 million visitors enjoy the abundant natural and cultural resources celebrated throughout the Michigan State Parks System. These facilities are spread across various locations statewide, offering public day use areas, campgrounds, beach access sites, hiking and other activities unique to the State. Picnic tables and grills are heavily used site commodities within the State Park System resulting in the need for frequent replacement.

SCOPE

This Contract will include Standard and ADA Compliant Picnic Tables and Jacks and Charcoal Pedestal Grills.

- A. The Contractor is the manufacturer, or the authorized dealer / distributor of the product specified.
- B. Picnic Tables and Jacks must meet the Mandatory Minimum Specifications.
- C. Pedestal Charcoal Grills must meet the Mandatory Minimum Specifications.
- D. **Picnic Tables and Jacks:**
 1. Will be heavy duty, non-tip, walk-through design.
 2. Will be available in standard 6' and ADA compliant 8' lengths.
 3. Standard 6' frames will include seat brackets on one side only to allow conversion to ADA compliant frame.
 4. Frames will be a minimum 2 3/8" OD steel pipe.
 5. Two (2) drain (weep) holes will be drilled in the bottom of each end frame.
 6. All joints will be welded.
 7. Finish will be hot-dipped galvanized after fabrication covering all welds, cut ends, punched holes, etc.
 8. ADA compliant 8' length tables will have:
 - a. Knee clearance - minimum 27" height, 30" width, and 8" depth.
 - b. Toe clearance - minimum 9" height, 30" width, and 17" depth.
- E. **Pedestal Charcoal Grills:**
 1. Firebox will be constructed entirely of 3/16" steel plate.
 2. Firebox will be permanently attached to the pedestal post with a swivel mechanism which provides continuous rotation in either direction.
 3. Grate will be permanently attached to firebox.
 4. Firebox and grate will be all welded joints.

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

5. Pedestal post will be a minimum 3 1/2" OD steel pipe designed for permanent embedded installation.
6. Entire unit will be finished in high temperature, heat resistant, non-toxic black enamel.

REQUIREMENTS

1. General Requirements

1.1. Preferred Product Specifications

A. Picnic Tables and Frames:

B. Picnic Tables and Frames will meet or exceed the specifications in this Section, and as diagrammed in Schedule C - Picnic Table Shop Drawings.

1. Picnic Tables and Frames:
 - a. Will be heavy duty, non-tip, walk-through design.
 - b. Will be available in standard 6' and ADA compliant 8' lengths.
2. Frames will be a minimum 2 3/8" OD steel pipe.
3. Knee clearance - minimum 27" height, 30" width, and 8" depth.
4. Toe clearance - minimum 9" height, 30" width, and 17" depth.
5. Overall assembled picnic table width will be 59-3/4".
6. Table height will be between 28" and 34" above ground surface.
7. Seat height will be 18-1/2" above ground surface.
8. Top and seat mounting brackets will be minimum 2"x3"x3/16" steel angles.
9. Diagonal support braces will be minimum 1-5/16" OD steel pipe.
10. All bolt holes will be pre-drilled.
11. All fasteners will be 3/8" diameter hot dipped galvanized carriage bolts.
12. Two (2) drain (weep) holes will be drilled in the bottom of each end frame, 7/16" minimum diameter.
13. All joints will be welded.
14. Finish will be hot-dipped galvanized after fabrication covering all welds, cut ends, punched holes, etc.
15. Table top finished width should be 29-3/8"
16. Plank seat width should be 9-1/2"
17. Design #1 Standard 6' frames will include:
 - a. 6' length seats.
 - b. Seat brackets on one side only to allow conversion to ADA compliant frame.
7. Design #2 ADA compliant 8' length tables will have:
 - a. 6' length seats with one end of table top to extend 2' beyond seat.

Picnic Tables / Table Frames	
Brand Name:	Pilot Rock
Design #1 Picnic Table Model:	XT/G-6TP/SA MI
Design #1 Table Frame Model:	XT/G-6FR/SA
Design #2 Picnic Table Model:	XT/G-6TP/E MI

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

Design #2 Table Frame Model:	XT/G-6FR/E	
a. Design #1 Table / Seat Length:	Table Length:	6 ft.
	Seat Length:	6 ft.
b. Design #2 Table / Seat Length:	Table Length:	8 ft.
	Seat Length:	6 ft.
c. Overall assembled picnic table width:	59-1/8"	
d. Table top width:	28-3/4"	
e. Plank seat width:	9-1/4" to 9-1/2"	
f. Table height:	29-1/2"	
g. Seat height:	17-5/8"	
h. Number of weep holes in bottom of each end frame:	6	
Weep hole diameter:	3/8"	
i. Top and seat mounting bracket dimensions:	2 x 2 x 1/8"	
j. Diagonal support brace dimensions:	1-5/16" OD	

1. Complete, Un-Assembled, Finished Standard 6' and ADA Compliant 8' Picnic Tables Preferred Specifications

- a. Table top and seats will be #1 grade Southern Yellow Pine, 2" x 10" plank, pressure treated, and kiln dried after treatment (KDAT).
- b. Wood will be surface planed on all six sides with 3/8" radius on all exposed edges.
- c. Table top will be three planks wide and either 6' or 8' length, per Designs #1 and #2.
- d. Table top planks will be tied together on the underside with a 1 1/2" x 1/2" x 1/8" channel to prevent warping.
- e. Each seat will be one plank wide and 6' length and 9 1/4" wide.
- f. Table tops and seats will be finished with exterior Organiclear WR-5 finish.

2. Pedestal Charcoal Grills Preferred Specifications:

- a. Grill will have:
 - i. 300 square inch cooking area and
 - ii. A four level, adjustable grate
- c. Firebox:
 - i. 20" wide x 15" deep x 10" high
 - ii. Include a die-formed ash flange on front edge
 - iii. Include 1 1/2" radius on all exposed corners
- d. Grate
 - i. Perimeter and handles will be 5/8" diameter steel bar.
 - ii. Cooking surface will be 1/2" steel bar.
 - iii. Grates include two handle grips of 1/8" x 1/2" coiled steel bar. Handle grips should be suitable for public use.
 - iv. Shall be permanently attached to firebox.
- e. Pedestal post
 - i. 3-1/2" OD x 48" long steel pipe, and

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- ii. Designed for permanent embedded installation.
- f. Entire unit shall be finished in high temperature, heat resistant, non-toxic black enamel.

Brand Name:	Pilot Rock
Model:	N-20 B2
a. Grill	
i. Dimension in square inches of cooking area.	300 sq. in.
ii. Includes a four level, adjustable grate	
c. Firebox	
i. Firebox dimensions	15" x 20" x 10"
ii. Firebox includes a die-formed ash flange on the front edge	
iii. Radius on exposed corners:	1-1/2"
d. Grate:	
i. Perimeter and handles are 5/8" diameter steel bar	
ii. Cooking surface is 1/2" steel bar	
iii. Handle grips are included	
Dimension and type of handle grips:	1/8x1/2" steel bar
iv. Is the grate permanently attached to the firebox?	
e. Pedestal Post:	
i. Pedestal post outside dimension (OD):	3-1/2" OD
Pedestal post material:	Steel pipe
Pedestal post length:	48"
ii. Designed for permanent embedded installation?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
f. Is the entire unit finished in high temperature, heat resistant, non-toxic black enamel?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

1.2. Warranties

- A. Describe any warranties included in the bid – add additional rows as needed.
- B. Provide the length of warranty and any limitations
- C. Explain the process for reporting warranty issues.
- D. Explain how repairs or replacements will be handled, and timeframe required for repair or replacement.
- E. The State reserves the right to require additional warranties other than those identified by the Contractor in its response to this RFP.

Bidder must provide detailed information requested below:

Complete Un-Assembled Finished Picnic Tables Warranty Information	
Length of Warranty:	Frames: Lifetime. Lumber: (1) Year.
Warranty Limitations or Exclusions:	Original Owner Only. See attached.
Process for reporting warranty issues:	Contact R.J. Thomas Mfg. Co.
Responsible party for warranty:	R.J. Thomas Mfg. Co.
Contact Name:	Customer Service Dept.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Address:	5648 US Hwy 59, Cherokee, IA
Phone:	800-762-5002
Email:	customerservice@rjthomas.com
Explain how repairs are handled:	Replacement of faulty component.
Timeframe required for repairs:	NA – no repairs available.
Explain how replacements are handled:	Contact Customer Service
Timeframe required for replacements:	45-60 Days ARO.

Picnic Table Frames Warranty Information	
Length of Warranty:	Lifetime Warranty on XT Frames.
Warranty Limitations or Exclusions:	Original Owner Only.
Process for reporting warranty issues:	Contact R.J. Thomas Mfg. Co.
Responsible party for warranty:	R.J. Thomas Mfg. Co. Inc.
Contact Name:	Customer Service Dept.
Address:	5648 US Hwy 59, Cherokee, IA
Phone:	800-762-5002
Email:	customerservice@rjthomas.com
Explain how repairs are handled:	Replacement of faulty component.
Timeframe required for repairs:	NA – no repairs available.
Explain how replacements are handled:	Contact Customer Service
Timeframe required for replacements:	45-60 Days ARO.

Pedestal Charcoal Grills Warranty Information	
Length of Warranty:	Grill: (5) Years; Paint: (1) year
Warranty Limitations or Exclusions:	Original Owner Only
Process for reporting warranty issues:	Contact R.J. Thomas Mfg. Co.
Responsible party for warranty:	R.J. Thomas Mfg. Co.
Contact Name:	Customer Service Dept.
Address:	5648 US Hwy 59, Cherokee, IA
Phone:	800-762-5002
Email:	customerservice@rjthomas.com
Explain how repairs are handled:	Replacement of faulty component.
Timeframe required for repairs:	NA – no repairs available
Explain how replacements are handled:	Contact Customer Service
Timeframe required for replacements:	45-60 Days ARO.

1.3. Recall Requirements and Procedures

A. The Contractor will notify the Contract Administrator in the event of any recall.

1.4. Incentives

A. The Contractor is offering a quantity discount. Please see Schedule B – Pricing, for more information.

1.5. Transition

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- A. **Contract Execution:** The Contractor agrees to sign, date and return Contract with a current certificate of liability insurance per Contract requirements and limits of liability, and workers compensation certificate prior to Contract execution.
- B. **Post-Contract Transition:** The Contractor agrees all invoices will be sent within 45 days after expiration of contract. Any invoices received after 45 days will result in a non-payment of invoice.

2. Service Requirements

2.1. Timeframes

- A. All Contract Activities will be delivered within SIXTY (60) calendar days from receipt of order, unless supply chain issues create material shortages and // or shipment delays.
- B. The receipt of order date is pursuant to the **Notices** section of the *Standard Contract Terms*.

2.2. Delivery

- A. Delivery will be expected within SIXTY (60) calendar days upon date of order.
- B. Delivery will be made to various locations in the Upper and Lower Peninsulas of Michigan.
- C. Price quoted includes delivery, F.O.B. Destination.
- D. The Contractor has provided the following a detail on delivery timeframes.

Complete, Un-Assembled Standard 6’ and ADA Compliant 8’ Picnic Tables	
Contractor delivery time frame for Lower Peninsula.	Within (60) days ARO.
Contractor delivery time frame for Upper Peninsula.	Within (60) days ARO.
Contractor terms for Rush Orders.	NA
Shipments will be made within (60) calendar days ARO (unless supply chain issues create material shortages and shipment delays).	
Picnic Table Frames	
Contractor delivery time frame for Lower Peninsula.	Within (60) days ARO.
Contractor delivery time frame for Upper Peninsula.	Within (60) days ARO.
Contractor terms for Rush Orders.	NA
Shipments will be made within (60) calendar days ARO (unless supply chain issues create material shortages and shipment delays).	
Pedestal Charcoal Grills	
Contractor delivery time frame for Lower Peninsula.	Within (60) days ARO.
Contractor delivery time frame for Upper Peninsula.	Within (60) days ARO.
Contractor terms for Rush Orders.	NA
Shipments will be made within (60) calendar days ARO (unless supply chain issues create material shortages and shipment delays).	

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

3. Staffing

3.1. Contractor Representative

- A. The Contractor must appoint one (1) individual, specifically assigned to any resulting Contract who will be available to receive calls and respond to State inquiries regarding the Contract Activities.
- B. The Contractor agrees to notify the Contract Administrator at least ten (10) calendar days before removing or assigning a new Contractor Representative. The Contract Administrator will draft a Change Notice for signature by the Contractor.
- C. The Contractor must identify the Contractor Representative, indicate where they will be physically located, provide contact information and describe the functions they will perform.

Contractor Representative:	Customer Service Dept.
Address:	PO Box 946, Cherokee, IA 51012-0946
Telephone:	800-762-5002
Email:	customerservice@rjthomas.com
Days / Times Available:	M – F; 8:00AM to 5:00PM Central Time
Function:	Quotes/Orders/Warranty/Information

3.2. Key Personnel

- A. The Contractor agrees to employ, at a minimum, one Key Personnel who will be directly responsible for the day-to-day operations of the Contract.
- B. Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 8 business hours.
- C. The State reserves the right to require the Contractor to employ more than one Key Personnel to adequately supervise the day-to-day Contract Activities.
 - a. The State reserves the right to approve Key Personnel for this project and to require replacement of any Key Personnel found to be unacceptable at any time during the project.
 - b. The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor’s control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause.
 - c. The State may request a résumé and conduct an interview before approving a change.
 - d. The State may require a 30 calendar-day training period for replacement personnel.
 - e. Key Personnel shall act as the Contractor’s designated representative at the specified locations.
 - f. Key Personnel will be trained and qualified to directly supervise the day-to-day Contract Activities.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Key Personnel:	Bob Simonson
Location:	5648 US Hwy 59, Cherokee, IA
Telephone Number:	800-762-5002
Email Address:	customerservice@rjthomas.com
Organizational Role:	All activities of customer service.
Qualifications:	(8) people
Relevant Experience:	Over 125 years total with R.J. Thomas Mfg.
Scope of responsibilities:	Quotes/Orders/Information/Warranty
Other Contracts:	Many City/County/State Contracts.
Geographic Region Covered:	US National and International.
Number of employees supervised:	(8)

3.3. Disclosure of Subcontractors

- A. The Contractor does not intend to utilize subcontractors.
- B. In the event the Contractor requires subcontractors, the Contractor must disclose the following:
 - 1. 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.
 - 2. The relationship of the subcontractor to the Contractor. Of the total bid, the price of the subcontractor’s work. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
 - 3. A complete description of the Contract Activities that will be performed or provided by the subcontractor.

Contractor will utilize subcontractors for Contract Activities proposed. Complete the subcontractor information section, below.	
Subcontractor business name:	
Contact:	
Phone:	
Email:	
Contract Activities Provided:	

3.4. Customer Service Number

The Contractor must specify its Customer Service Number. Customer Service should be available Monday – Friday, 8:00 a.m. to 5:00 p.m. EST.

Customer Service Number:	800-762-5002
Hours of Availability:	Monday-Friday, 8:00AM to 5:00PM Central Time

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

4. Pricing

4.1. Price Term

- A. Pricing is firm for a 365-day period (“Pricing Period”). The first pricing period begins on the Effective Date. Adjustments may be requested in writing by either party, if approved, will take effect no earlier than the next Pricing Period.

4.2. Price Changes

- A. Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.
- B. Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.
- C. The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a properly executed Delivery Order (DO).

5.2. Minimum Order

- A. The State’s minimum order is three items, any combination, per destination.

5.3. Order Verification

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

6. Delivery

6.1. Delivery Terms

- A. The price proposed includes delivery F.O.B. Destination, however the receiving destination / location must be able to unload.

B. Delivery Programs

- A. The Contractor will delivery within 60 calendar days after receipt of order.
- B. The Contractor will utilize contract or third-party LTL carriers through a freight broker.

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

C. Packaging and Palletizing

Packaging will be optimized to permit the lowest freight rate. Shipments will be palletized whenever possible using manufacturer's standard 4-way shipping pallets.

7. Acceptance

7.1 Acceptance

- A. 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").
- B. The State will notify the 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.
- C. Within 10 business days from notification of acceptance with deficiencies, the Contractor must cure the deficiency at no additional cost and deliver acceptable Contract Activities to the State.
- D. 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.

8. Invoice and Payment

A. Invoice Requirements

1. 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); (g) vendor-generated invoice number; and (h) total price.

B. Payment Methods

1. The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) only.
2. The Contractor agrees to be EFT compliant in SIGMA VSS prior to Contract execution.

9. Liquidated Damages

- A. 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 \$500 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.
- B. Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

State. Therefore, the State may assess liquidated damages against Contractor as specified above.

10. Additional Requirements

- A. **Environmental and Energy Efficiency Product Standards.** The Contractor agrees to identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States Department of Agriculture certified bio-based product label. Contractor must describe how products that meet these requirements are identified or otherwise labelled.
- B. **Hazardous Chemical Identification.** 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 must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.
- C. **Mercury Content.** Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor agrees to explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.
- D. **Brominated Flame Retardants.** The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor agrees to disclose whether the products contain BFRs. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

SCHEDULE B – PRICING

Department of Natural Resources
Standard and ADA Picnic Tables, Table Jacks and Charcoal Pedestal Grills
Contract Number 220000000400

1. Price proposed includes 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).
2. The price proposed include shipping F.O.B. Destination, however, receiving location must unload shipment.
3. The Contractor is offering a quantity discount, see attached price sheet for details.

SCHEDULE B – PRICING

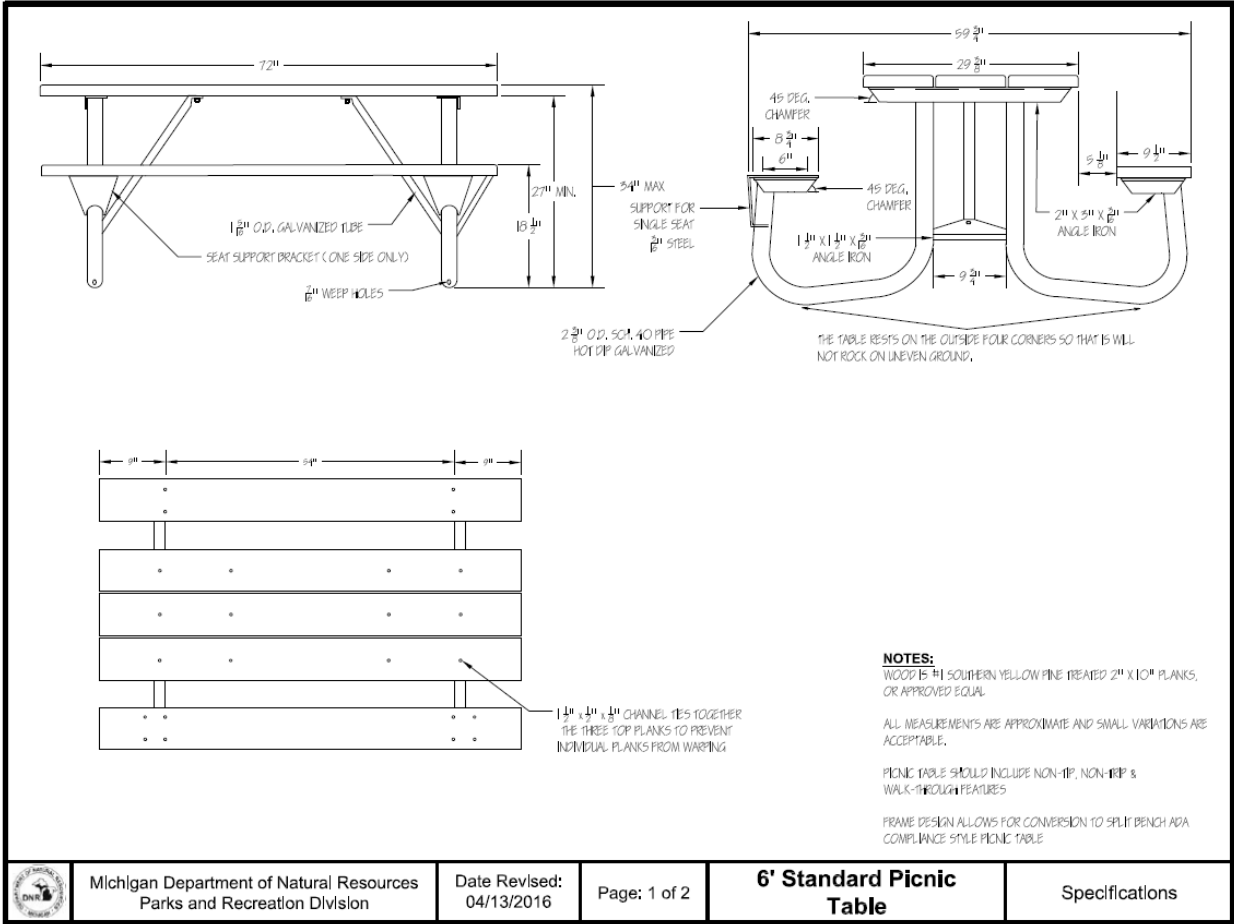
Schedule B2 - Pricing Spreadsheet								
Department of Natural Resources								
Standard and ADA Picnic Tables, Table Jacks and Charcoal Pedestal Grills								
Contract Number 22000000400								
Item	Description	Model Number	Price Each	Quantity Discounts				
				1 - 5 Units Price Each	6 - 10 Units Price Each	11 - 15 Units Price Each	16 - 20 Units Price Each	20+ Units Price Each
1	DESIGN #1 - Standard 6' Picnic Table, complete, un-assembled, finished top and seat planks. Price includes delivery to Upper and Lower Peninsula locations.	XT/G-6TP/SA MI	\$768.00	\$768.00	\$768.00	\$768.00	\$768.00	\$735.05 (21+)
2	DESIGN #1 - Standard 6' Picnic Table - FRAME ONLY Price includes delivery to Upper and Lower Peninsula locations.	XT/G-6FR/SA	\$402.50	\$402.50	\$402.50	\$402.50	\$402.50	\$385.25 (21+)
3	DESIGN #2 - ADA Compliant 8' Picnic Table, complete, un-assembled, finished top and seat planks. Price includes delivery to Upper and Lower Peninsulas.	XT/G-6TP/E MI	\$794.00	\$794.00	\$794.00	\$794.00	\$794.00	\$760.50 (21+)
4	DESIGN #2 - ADA Compliant 8' Picnic Table - FRAME ONLY Price includes delivery to Upper and Lower Peninsulas.	XT/G-6FR/E	\$403.00	\$403.00	\$403.00	\$403.00	\$403.00	\$385.60 (21+)
5	Pedestal Charcoal Grill Price includes delivery to Upper and Lower Peninsulas.	N-20 B2	\$390.00	\$390.00	\$390.00	\$390.00	\$390.00	\$372.50 (21+)
6	DESIGN #1 - Standard 6' Picnic Table, complete, un-assembled, UNFINISHED top and seat planks. Price includes delivery to Upper and Lower Peninsula locations.	XT/G-6TP/SA MI	\$668.00	\$668.00	\$668.00	\$668.00	\$668.00	\$640.05 (21+)
7	DESIGN #2 - ADA Compliant 8' Picnic Table, complete, un-assembled, UNFINISHED top and seat planks. Price includes delivery to Upper and Lower Peninsulas.	XT/G-6TP/E	\$694.00	\$694.00	\$694.00	\$694.00	\$694.00	\$665.50 (21+)
DELIVERY: Will ship within (60) days ARO. Delivery schedule subject to change caused by supply chain issues such as material shortages and delivery delays.								
All prices include freight to destination. Each destination must be able to receive and UNLOAD freight.								
Picnic tables and frame kits are shipped unassembled.								
MINIMUM ORDER: (3) items in any combination per destination.								
QUANTITY DISCOUNT: A discount is offered for a single order of (21+) items in any combination per destination.								

SCHEDULE C1 - PICNIC TABLE SHOP DRAWINGS

Note: Drawings are for reference purposes only; Bidder may offer alternative design.

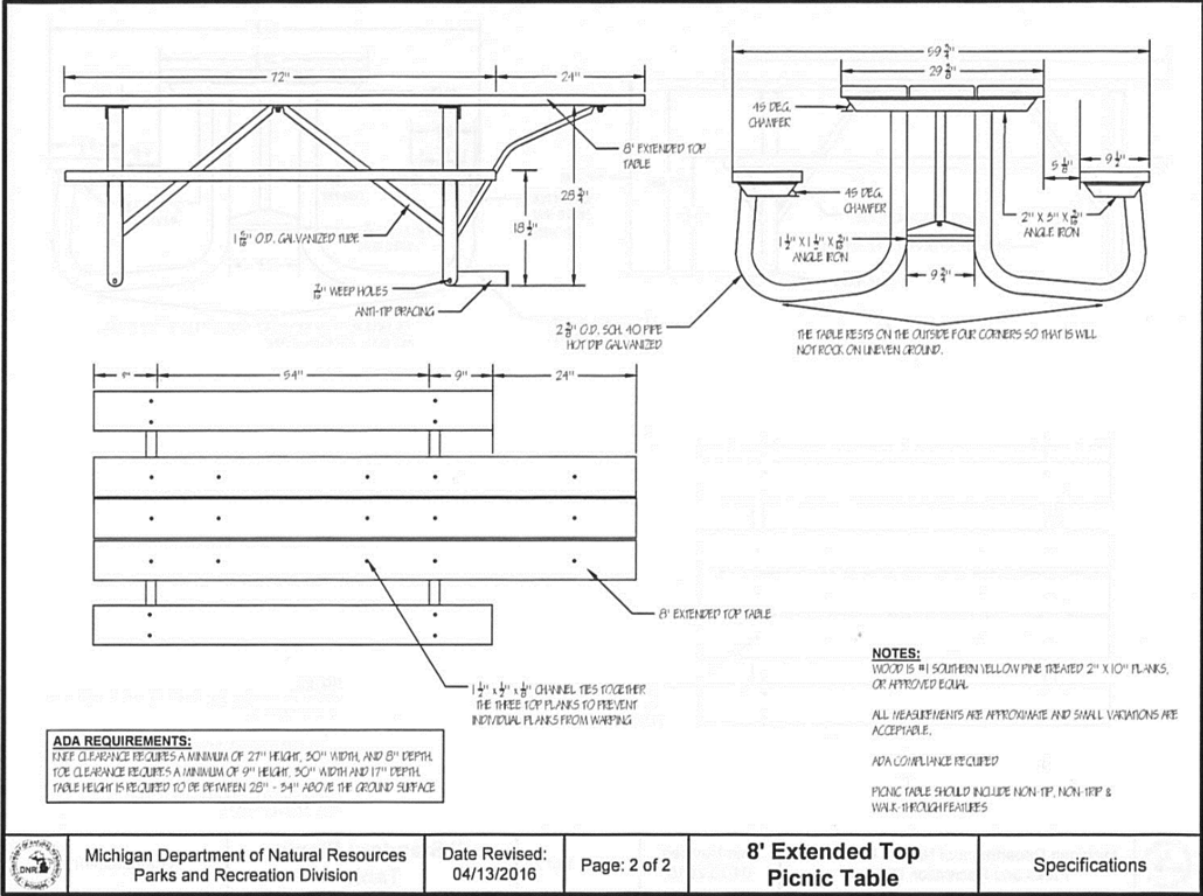
All Design Drawings have been included as PDF attachments with the RFP.

DESIGN #1 – Standard 6' Table



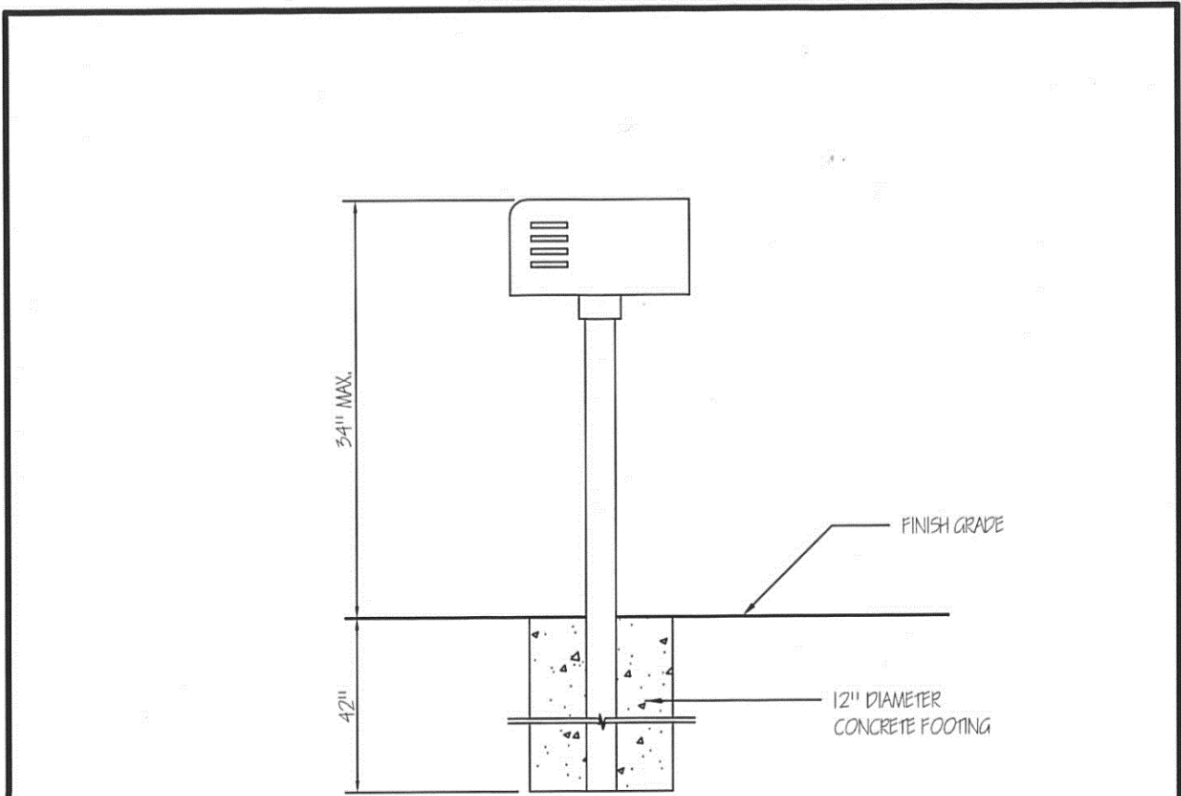
SCHEDULE C1 - PICNIC TABLE SHOP DRAWINGS

DESIGN #2 – ADA Compliant 8' Table



	Michigan Department of Natural Resources Parks and Recreation Division	Date Revised: 04/13/2016	Page: 2 of 2	8' Extended Top Picnic Table	Specifications
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SCHEDULE C2 - PEDESTAL GRILL SHOP DRAWING



PARK GRILLS SHALL HAVE A 300 SQ IN GRATE THAT ADJUSTS TO 4 LEVELS.

THE FIREBOX SHALL BE 20" WIDE X 15" DEEP X 10" HIGH.

THE BASE SHALL BE 3 1/2" O.D. X 40" FOR PERMANENT INSTALLATION

FIREBOX AND SWIVEL MECHANISM SHALL BE CONSTRUCTED ENTIRELY OF 3/8" STEEL PLATE WITH DIE FORMED ASH FLANGE ON FRONT EDGE. EXPOSED CORNERS SHALL BE ROUND TO 1 1/2" RADIUS AND ALL EDGE CONNECTIONS SHALL BE ENTIRELY WELDED.

UNIT SHALL BE PERMANENTLY ATTACHED TO A 3 1/2" O.D. X 40" PIPE BASE DESIGNED FOR PERMANENT INSTALLATION, AND SHALL ROTATE CONTINUOUSLY IN EITHER DIRECTION.

GRATE SHALL BE 5/8" STEEL BAR AROUND THE PERIMETER AND HANDLES AND 1/2" STEEL BAR TO PROVIDE THE GRATE SURFACE.

GRATE SHALL BE UNABLE TO BE REMOVED.

GRATE SHALL BE PROVIDED WITH 2 SPRING COIL GRIPS SUITABLE FOR PUBLIC USED FROM 1/8" X 1/2" FLAT BAR


ENTIRE UNIT SHALL BE FINISHED IN HIGH TEMPERATURE HEAT RESISTANT NONTOXIC BLACK ENAMEL

ADA COMPLIANCE NOTES:

THE COOKING SURFACE MUST BE BETWEEN 15" AND 34" ABOVE THE GROUND.

ALL OPERABLE PARTS MUST BE BETWEEN 15" AND 48" ABOVE THE GROUND.

A MINIMUM OF 48" X 48" OF CLEAR GROUND SPACE MUST BE PROVIDED ON ALL USABLE SIDES.

	Date Revised: 04/13/2016	Page: 1 of 1	Charcoal Pedestal Grill	Specifications
	Michigan Department of Natural Resources Parks and Recreation Division			