



STATE OF MICHIGAN PROCUREMENT
 Department of Natural Resources
 525 W Allegan, Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **1**
 to
 Contract Number **220000001390**

CONTRACTOR	Beckett & Raeder, Inc
	535 W William, Ste 101
	Ann Arbor, MI 48103
	Christy Summers
	734.663.2622
	csummers@bria2.com
	CV0025360

STATE	Program Manager	Deborah Jensen	DNR
		517.384.6105	
		Jensend1@michigan.gov	
STATE	Contract Administrator	Kip Conley	DNR
		517.388.5956	
		Conleyk1@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: State Park General Management Plan Consulting				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
9/13/2022	2/1/2026	3 – 1-year options	2/1/2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		NA		
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				
NA				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$450,000.00		\$250,000.00	\$700,000.00	
DESCRIPTION: Effective 7/24/24, this Contract is increased by \$250,000.00. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services Approval.				

FOR THE CONTRACTOR:

Beckett and Raeder, Inc

Company Name

E-SIGNED by Christy Summers
on 2024-08-12 10:41:14 EDT

Authorized Agent Signature

Christy Summers

Authorized Agent (Print or Type)

Date

FOR THE STATE:

E-SIGNED by Laura Gyorkos
on 2024-08-12 11:48:57 EDT

Signature

Laura Gyorkos, Procurement Manager

Name & Title

Department of Natural Resources

Agency

Date



STATE OF MICHIGAN PROCUREMENT
 Department of Natural Resources
 525 W Allegan, Lansing, MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **220000001390**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Beckett & Raeder, Inc.
	535 W William, Ste 101
	Ann Arbor, MI 48103
	Christy Summers
	734.663.2622
	csummers@bria2.com
	CV0025360

STATE	Program Manager	Deborah Jensen	DNR
		517-384-6105	
		Jensend1@michigan.gov	
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Net 45		NA	
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			
NA			
MISCELLANEOUS INFORMATION			
This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation RFP 220000002690. Orders for delivery will be issued directly by the Michigan Department of Natural Resources. In the event of any conflicts between the specifications, and terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$450,000.00

FOR THE CONTRACTOR:

Beckett and Raeder
Company Name

E-SIGNED by Christy Summers
on 2022-09-15 09:52:41 EDT

Authorized Agent Signature

Christy Summers
Authorized Agent (Print or Type)

Date

FOR THE STATE:

E-SIGNED by Laura Gyorkos
on 2022-09-15 11:10:13 EDT

Signature

Laura Gyorkos, Procurement Manager
Name & Title

Department of Natural Resources
Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Beckett & Raeder, Inc. (“**Contractor**”), a Michigan Corporation. This Contract is effective on 9/13/2022 (“**Effective Date**”), and unless terminated, will expire on 2/1/2026 (the “**Term**”).

This Contract may be renewed for up to 3 additional 1year period(s). 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 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) 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; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

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

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

If to State:	If to Contractor:
See Contract Administrator information shown below.	Christy Summers, PLA, ASLA, LEED AP Principal Beckett & Raeder, Inc. 535 W. William, Ste 101 Ann Arbor, MI 48108 csummers@bria2.com 734.663.2622

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized 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:
Kip Conley 525 W Allegan Lansing, MI 48933 Conleyk1@michigan.gov 517-388-5956	Christy Summers, PLA, ASLA, LEED AP Principal Beckett & Raeder, Inc. 535 W. William, Ste 101 Ann Arbor, MI 48108 csummers@bria2.com 734.663.2622

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:
Deborah Jensen 525 W Allegan Lansing, MI 48933 Jensend1@michigan.gov 517-384-6105	Caitlin Jackson, PLA Senior Associate Beckett & Raeder, Inc. 535 W. William, Ste 101 Ann Arbor, MI 48108 cjackson@bria2.com 734.663.2622

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 the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

TABLE 6.1

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	
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate	

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 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 3 years after completion of work.

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

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

7. RESERVED.

8. RESERVED.

9. Relationship of the Parties. The relationship between the parties is that of independent contractors. 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. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

10. Intellectual Property Rights. If Schedule A, Statement of Work, requires Contractor to create any intellectual property, 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.

11. 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.

- 12. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
- 13. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, 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.
- 14. 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.
- 15. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, 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.

- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 17. 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 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.

18. RESERVED.

19. RESERVED.

20. RESERVED.

- 21. Invoices and 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 provided 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. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

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

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

- 22. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor

under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

- 23. 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.
- 24. 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 25, Termination for Convenience.

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

- 25. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no 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 26, 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.

26. 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.

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

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

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior 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.

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.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

- 28. 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.
- 29. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 30. 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 (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 31. 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 or commercial purposes.

32. RESERVED.

33. 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.

- 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; or, (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 or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. **Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. 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.

34. RESERVED.

35. RESERVED.

36. RESERVED.

37. Records Maintenance, Inspection, Examination, and Audit. Pursuant to MCL 18.1470, 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 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 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.

38. Representations and Warranties. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.

39. 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.

- 40. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 41. RESERVED.**
- 42. RESERVED.**
- 43. 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.
- 44. 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.
- 45. 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 the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
- 46. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 47. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 48. 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.

- 49. 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 the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.
- 50. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Pricing
Exhibit A	Regional Map

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

ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES
AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

- 52. 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.
- 53. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 54. Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 55. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

FEDERAL PROVISIONS ADDENDUM

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

57. Equal Employment Opportunity.

If this Contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

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

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

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal

opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

58. Davis-Bacon Act (Prevailing Wage).

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- a.** All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b.** Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

- c. Additionally, contractors are required to pay wages not less than once a week.

59. Copeland “Anti-Kickback” Act.

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland “Anti-Kickback” Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

60. Contract Work Hours and Safety Standards Act.

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- c. Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

61. Rights to Inventions Made Under a Contract or Agreement.

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

62. Clean Air Act and the Federal Water Pollution Control Act.

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act.

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

63. Debarment and Suspension .A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549 \(51 FR 6370; February 21, 1986\)](#) and [12689 \(54 FR 34131; August 18, 1989\)](#), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies

available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

64. Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

65. Procurement of Recovered Materials.

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

66. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- 1. Access to Records.** The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed
 - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract
 - d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States
- 2. Changes.**

See the provisions regarding modifications or change notice in the Contract Terms.
- 3. DHS Seal Logo and Flags.**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 4. Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 5. No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”
- 6. Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

EXHIBIT 1 BYRD ANTI-LOBBYING CERTIFICATION

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Beckett & Raeder, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Christy D. Summers, Partner

Name and Title of Contractor's Authorized Official

08.03.2022

Date

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

BACKGROUND

The Department of Natural Resources (DNR) uses General Management Plans (GMPs) to define long-range planning and management strategies for State Park and Recreation Areas that reflect both the department, and the division mission statements. Long-range planning is essential to ensure that all aspects of the land managed by the DNR are taken into consideration. The plans balance the need to protect the park's unique natural and cultural resources with the demand to provide access to land and water recreation and education opportunities. Many parks face pressure from park users for additional recreational opportunities. The planning process will ensure any improvements are well conceived and undertaken with adequate stakeholder and public input. Long-range planning also ensures that PRD's limited financial resources are put to the best possible use.

SCOPE

The GMP consists of three major components. The first is the Purpose and Significance, which identifies the unique and defining characteristics of the park and the reason for inclusion in the state park system. Second is the delineation of Management Zones. These are areas in the park with defined characteristics and qualities for which there are related levels of natural and cultural resource protection, visitor use, management guidance and levels of development. Third, the plan provides 10-Year Action Goals that address the desired future condition within the park as a whole and within each management zone.

Critical to the GMP is the Supporting Analysis. This includes all of the background information relating to the park, covering such topics as location and setting, park history, land ownership, legal mandates, relationship to surrounding recreational resources, recreation and education opportunities at the park, natural resources, historic and cultural resources, and park use statistics. Other supporting documents include a record of the stakeholder and public input process and the project planning team meetings.

Additional information on the DNR's Park Management Plan processing and examples of completed plans can be found at www.michigan.gov/parkmanagementplans. Note that the GMP process changed from a 2 Phase plan to a single GMP in 2013.

Contractor has reviewed the park management plans website and understands the DNR's expectations for future park management plans.

[General management planning \(michigan.gov\)](http://www.michigan.gov/parkmanagementplans)

The process detailed below should result in a long-lasting plan that conveys the vision for each park and stakeholders and the public buy in on both the process and the end results. Each GMP will be completed by the Contractor using the

requirements listed below. The DNR's goal is to complete each management plan within a 12-month period.

1. Requirements

1.1. GMP Planning Process

Meeting preferences will be for in person unless otherwise stated. If the contractor would like to give additional options for online meetings in lieu of in person meetings, please provide the reasoning and any cost savings.

Step 1 – Project Initiation

1A Project Initiation Meeting (Online Meeting)

Within two weeks of Purchase Order issuance, an initial “scoping meeting” will be held between the Contractor and DNR-PRD staff. The purpose of this meeting is to solidify roles, identify planning team participation and responsibilities, define project outcomes, review current issues, and review project timeline.

PRD will provide the following information prior to this meeting:

- Draft Supporting Analysis
- Draft Resource Maps (If Optional Step 10 is selected, Contractor will provide maps.)
- Planning Team list with contact information

Contractor shall inform Project Manager immediately of any deficiencies in the information provided.

Step 2 – General Management Plan Development

2A Project Start-up Meeting (in person at the park).

Conduct a meeting of the park's Planning Team consisting of the Management Plan Administrator, Stewardship, Lands Liaison, District Supervisor, Regional Planner, Trails Coordinator, Park Manager, and park staff as needed, and representation from DNR Resource programs (Fisheries, Wildlife, Forestry, Law Enforcement, Marketing and Outreach, and Minerals Management).

Meeting shall include:

- a. Park tour
- b. Overview of planning process and schedule
- c. Overview of park and facilities by Park Manager
- d. Review other resource programs interests in the park
- e. Review Supporting Analysis and Resource Maps
- f. Brainstorm Significant Features of the park

2B Update Supporting Analysis, (initial document provided by PRD), develop first draft of Core Values, and Purpose and Significance Statements.

2C Planning Team Meeting #2 (at the park).

Conduct a meeting of the Planning Team. Meeting shall include:

- a. Review Core Values and Purpose and Significance Statements
- b. Draft Management Zone exercise (Contractor to supply base mapping)
- c. Review Project Boundary
- d. Brainstorm Online Survey questions
- e. Review Supporting Analysis and Resource Maps
- f. Develop draft Stakeholder list

2D Refine Supporting Analysis, Core Values, and Purpose and Significance Statements. Develop first draft of Stakeholder List.

2E Provide first draft of Management Zone Map and Project Boundary Map, using ESRI ArcGIS. Management zones shall be formatted according to DNR standards to be provided to the Contractor.

2F Planning Team Meeting #3 (at the park)

Conduct a meeting of the Planning Team. Meeting shall include:

- a. Review Core Values and Purpose and Significance Statements
- b. Review draft Management Zone Map
- c. Review Project Boundary Map
- d. Brainstorm Action Goals
- e. Finalize Online Survey questions
- f. Finalize Stakeholder list and details of Stakeholder Workshop
- g. Review Supporting Analysis and Resource Maps

2G Refine Supporting Analysis, Core Values, Purpose and Significance Statements, draft management zone map and project boundary map. Provide first draft of Action Goals and final Stakeholder list.

Step 3 – Public Input Survey

3A Develop an online public survey, with input from the Planning Team, to inform the Planning Team regarding public use patterns and desires at the park. Contractor is to provide the host program (for example Survey Monkey or SoGoSurvey) which must meet accessibility standards:

ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that the Contractor comply with level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may

consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Contractor complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or another comparable document for the MWC website.

3B Analyze survey results and assimilate and summarize results for review by Planning Team.

Step 4 – Stakeholder Input

4A Set date and time and secure location for the Stakeholder Input Workshop in coordination with DNR staff. Develop presentation and necessary meeting facilitation materials. Produce final contact list to Project Manager for distribution (PRD will be responsible for any meeting room costs.)

4B Stakeholder Input Workshops (location TBD, in vicinity of the park)

Contractor conducts meeting(s) with stakeholders to get input on “wants” for the park and impact of park on their interests and vice versa.

4C Planning Team Meeting #4 (Online Meeting) – Conduct a follow-up review of Stakeholder Workshop input. Further develop Action Goals to include priorities for completion, program input (source(s) that will contribute to the action) and responsible program position (person in charge).

Step 5 – Draft Plan Development

5A Planning Team Meeting #5 (Online Meeting) – Contractor to review draft plan items, including: Purpose and Significance Statements, Management Zone Map and Descriptions, and Action Goals with Planning Team.

5B Based on planning inputs to date, Contractor must produce a draft document for Project Manager and Planning Team review that contains:

- Park Purpose statements
- Park Significance statements
- Management Zone Map and descriptions
- Project Boundary adjustment recommendations
- Community connection and climate resiliency discussion
- Long Range Action Goals
- Opinion of Probable Costs (costs to be provided by PRD staff)
- Supporting background material (to include supporting analysis, and stakeholder and public input summary)

5C Contractor shall provide revised Draft Plan for PRD approval to proceed based on Project Manager and Planning Team review. DNR Project Manager to

obtain PRD Section Chief Approval to proceed with taking the Draft Plan to Public Input.

Step 6 – Public Input Meeting

6A Set date and time and secure location for the Public Input Meeting in coordination with DNR staff. Develop presentation and necessary meeting facilitation materials. (PRD will be responsible for any meeting room costs.) The Project Manager will draft and process Press Release for the meeting.

6B Public Input Meeting (location TBD, in vicinity of the park):

Contractor facilitates Public Input Meeting to share efforts of Planning Team, recreation partners and stakeholders, and to get public input on the draft plan recommendations.

6C Contractor to also incorporate and analyze additional public comments that may be received via email or other electronic means by the project manager.

6D Planning Team Meeting #6 (Online Meeting) – Contractor shall conduct a follow-up review of public input with the Planning Team and make revisions to the Draft Plan as appropriate.

Step 7 – Prepare Final Documents for Review and Internal Approval

7A Prepare final General Management Plan document for Project Manager and Planning Team review.

7B Revise and resubmit Plan document for DNR Project Manager to obtain approvals as follows:

Recommendation to Approve:

- PRD Section Chiefs
- PRD Management Team
- Resource Bureau Management Team
- NRC-Michigan State Park Advisory Committee

Approval By:

- Chief, Parks and Recreation Division
- Natural Resources Deputy
- Director, Department of Natural Resources

Step 8 – Publication and Distribution of Approved Plan

8A Incorporate final DNR approvals (signatures and resolutions) into the final document. Publish, and deliver to the Project Manager, final plan documents as follows:

- Five full-color hardcopy formats

- One USB flash drive containing the following
 - Complete plan document in Microsoft Word (A format other than Microsoft Word may be approved by the Project Manager, but a Word version of the text will still be required as a final deliverable)
 - PDF file(s) of all final documents (to be broken up as needed to attain 10MB file size)
 - Approved meeting notes for all planning team meetings
 - GIS data for management zones and project boundary (Esri ArcGIS, formatted to DNR standards)
 - Raw online survey data in Microsoft Excel or CSV format

Step 9 – Optional Additional Meetings

9A Additional meetings beyond those identified in the Contract may be required for completion of the plans. Additional meetings are an increase in the scope of work and are priced separately from the price quoted by the Contractor.

- 2 day Planning Team meeting at the park
- 1 day Planning Team meeting at the park
- ½ day Online Meeting
- Stakeholder Workshop
- Public Input Meeting

Step 10 – Optional GIS Mapping

Any or all the following steps may be selected by the Project Manager before a project commences or at any time during the planning process.

Note: All mapping shall be completed using Esri ArcMap unless otherwise agreed in advance with the Project Manager.

10A Produce Resource Maps to illustrate the Supporting Analysis using GIS data as available on the State’s open data portal or as provided by the Project Manager. Maps shall include the following (as needed):

- Location
- Aerial Boundary
- Land Cover (1800s)
- Land Cover 2011
- Wetlands (NWI)
- Elevation/Topography
- Ownership Rights (Minerals)
- Funding Sources
- Trails (within the park)

- Regional Recreation Opportunities
- Critical Dunes
- Critical Coastal Habitat
- Natural Areas
- Soils

Resource Maps shall be revised by the Contractor through the planning process in accordance with the Planning Team’s review.

2. Acceptance

2.1. Acceptance, Inspection, and Testing

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

- The contractor will submit a draft plan for approval as described in Step 5 (Draft Plan Development)

2.2. Final Acceptance

The final plan will be approved by the DNR as described in Step 8 (Publication and Distribution of Approved Plan).

3. Staffing

3.1. Contractor Representative

The Contractor must appoint one individual specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Representative”).

The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

Contractor Representative:

Christy Summers, PLA, ASLA, LEED AP
Partner
Beckett & Raeder, Inc.
535 W. William, Ste 101
Ann Arbor, MI 48103
csummers@bria2.com
734.663.2622

3.2. Customer Service Number

The Contractor must specify its customer service number for the State to contact the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8:00 am to 5:00 pm EST.

Customer Service Number:

734.663.2622 (office); 734.417.2980 (cell)

3.3. Work Hours

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

3.4. Key Personnel

The Contractor must appoint individuals who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

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

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under the **Termination for Cause** section of the Standard Contract Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

- i. For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$2,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30-calendar days before the Key Personnel's removal.
- ii. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30-calendar days, in addition to the \$2,000.00 credit

specified above, Contractor will credit the State \$50.00 per calendar day for each day of the 30-calendar day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$1,500.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30-calendar days of shadowing will not exceed \$3,500.00 per individual.

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

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

- A.** The Contractor must identify all Key Personnel that will be assigned to this contract in the table below which includes the following:
1. Name and title of staff that will be designated as Key Personnel.
 2. Key Personnel years of experience in the current classification.
 3. Key Personnel’s roles and responsibilities, as they relate to this RFP, if the Contractor is successful in being awarded the Contract. Descriptions of roles should be functional and not just by title.
 4. Identify if each Key Personnel is a direct, subcontract, or contract employee.
 5. Identify each Key Personnel’s percentage of work time devoted to this Contract.
 6. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.

1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract / Contract	5. % of Work Time	6. Physical Location
Christy Summers	15	Principal-in-Charge; Administrator of Contract	Direct	5%	Ann Arbor, MI
Caitlin Jackson	5	Project Manager	Direct	15%	Ann Arbor, MI

1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract / Contract	5. % of Work Time	6. Physical Location
Rowan Brady	3	GIS Specialist	Direct	3%	Grand Rapids, MI
Anne Toomey	3	Project Support and Document Production	Direct	15%	Ann Arbor, MI

B. The Contractor must provide **detailed, chronological resumes** of all proposed Key Personnel, including a description of their work experience relevant to their purposed role as it relates to the contract.

3.5. Organizational Chart

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

3.6. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name; address; telephone number; a description of subcontractor’s organization and the services it will provide; and information concerning subcontractor’s ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor.
- Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.

4. Project Management

4.1. Project Plan

Contractor must provide a project plan for each general management plan. The plan should identify items such as the required contact personnel; staffing plan with resumes; timeline and/or schedule of activities; project management process; project breakdown identifying sub-projects, tasks, and resources required; expected frequency and mechanisms for updates/progress reviews; process for addressing issues/changes; and individuals responsible for receiving/reacting to the requested information.

The submitted project plan must follow the 10-step process described in the GMP Planning Process; however, the bidder may also submit an alternate plan in

their response. The DNR is particularly interested in alternative stakeholder and public outreach methods that may be valuable to the planning process.

The Contractor will carry out this project under the direction and control of the Program Manager.

Meeting preferences will be for in person unless otherwise stated in the requirements in **Section 1. If the contractor would like to give additional options for online meetings in lieu of in person meetings, please provide the reasoning and any cost savings.

4.2. Meetings

The Contractor must attend the following meetings:

- Kick-off meeting with the DNR.
- The Contractor must attend all of the meetings described in the GMP Planning Process.
- The Contractor shall set the agenda for each meeting and submit to the Project Manager for approval. The approved agenda shall be circulated to the Planning Team no later than 5 working days prior to the date of the meeting.
- The Contractor shall submit all planning materials for review and approval by the Project Manager prior to circulating to the Planning Team. All meeting materials shall be circulated to the Planning Team no later than 5 working days prior to the date of the meeting.
- The Contractor shall make a written record of all meetings. Meeting Summaries shall be submitted to the Project Manager for review and approval within 5 working days of the meeting. The Project Manager shall respond to the Contractor with any comments or corrections within 3 working days. Meeting Summaries, which will be part of the public record of the GMP process, shall be sent to the Planning Team no later than 10 working days following the date of the meeting.
- The Contractor shall make necessary arrangements and cover the cost to host all on-line (remote) meetings and provide call in number and web-access as needed.
- The State may request other meetings, as it deems appropriate.

4.3. Reporting

The Contractor must submit, to the Program Manager, any reports described in the GMP Planning Process. The state may request other reports, as it deems appropriate.

4.3.1. Accessibility Requirements

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for all deliverables provided electronically by Contractor, including but not limited to documents, reports, content, images, video and other media productions (collectively, "Electronic Deliverables"). All Electronic Deliverables provided by the Contractor as part of the Services must comply with Level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0 ("WCAG 2.0 Level AA").

For each Electronic Deliverable provided by Contractor, Contractor must provide a Product Accessibility Template for WCAG 2.0 Level AA that describes how the Electronic Deliverable meets the WCAG 2.0 Level AA specifications. All "Not Applicable" or "N/A" responses to the specifications, if any, must be fully explained. A description of the evaluation methods used to support WCAG 2.0 Level AA conformance claims, including, if applicable, any third-party testing, must be provided.

Further, for each Electronic Deliverable, Contractor must, at the State's request, provide the Electronic Deliverable in one or more alternative formats specified by the State

5. Pricing

5.1. Price Term

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 and will take effect no earlier than the next Pricing Period.

5.2. Price Changes

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.

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.

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.

6. Ordering

6.1. Authorizing Document

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

7. Invoice and Payment

7.1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) delivery 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. Overtime, and holiday pay expenses will not be paid. Travel will only be reimbursed at current state travel rates.

7.2. Payment Methods

The State will make payment for Contract Activities via EFT (Electronic Fund Transfer).

7.3. Procedure

Invoices must be submitted to the Program Manager for approval and payment.

8. Liquidated Damages

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

SCHEDULE B - PRICING

1. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. Pricing for the selected park in each region will be firm for the length of the Contract. The DNR will use these unit prices as the basis for other park locations that may be bid out during the Contract period (see list of potential projects for each Region on page 50).

Bid #1 – William C. Sterling State Park

REGION 1: Lower Peninsula, South of the Manistee-Iosco County Line

William C. Sterling State Park

William C. Sterling State Park is the only state park on Lake Erie, located just an hour from Detroit in the city of Monroe and Frenchtown Charter Township. Just a few miles from the Ohio border, Sterling State Park is recognized as a gateway park – the first stop for out of state visitors. Established in 1935, the park is named for William Clark Sterling (1849–1924), a businessman and outdoorsman of Monroe, Michigan, who viewed marshland at the mouth of the River Raisin as hunting and marine assets that should be preserved. The park’s 1,300 acres include more than one mile of sandy beach near the mouth of Sandy Creek, boating and shore fishing on Lake Erie, a fishing lagoon, lakefront camping, wildlife viewing, land open to hunting and trapping and 7 miles of trails. The park is well known for its walleye fishing.

The park has undergone many changes through its history with much of the topography in the park being manmade. Sterling State Park was included in the southern border of the Detroit River International Wildlife Refuge in 2001, facilitating millions of dollars in Federal funding for renovation, including a new campground on higher ground, a 6-mile system of paved walking/biking paths, and lagoons/ marshes. Restoration efforts at Sterling State Park over the last two decades have been extensive and focused on two natural communities: Great Lakes marsh and Lake plain prairie. The marshes are home to several state-listed rare plant and animal species and is known as a birding “hotspot”. For additional information visit www.michigan.gov/sterling

Step	Description	Cost
	STEP 1 – PROJECT INITIATION	
1A	Project Initiation Meeting with Project Manager (online meeting)	\$1,090
	Sub-total Step 1	\$1,090
	STEP 2 – GENERAL MANAGEMENT PLAN DEVELOPMENT	

2A	Project Start-up Meeting (at park)	\$2,640
2B	Update Supporting Analysis, develop first draft of Core Values and Purpose & Significance Statements	\$1,200
2C	Planning Team Meeting #2 (at park)	\$2,640
2D	Refine Supporting Analysis, Core Values, and Purpose & Significance Statements. Develop first draft of Stakeholder List	\$650
2E	Provide first draft of Management Zone Map and Project Boundary Map, using ESRI ArcGIS.	\$1,050
2F	Planning Team Meeting #3 (at park)	\$2,640
2G	Refine Supporting Analysis, Core Values, Purpose and Significance Statements, draft management zone map and project boundary map. Provide first draft of Action Goals and final Stakeholder list.	\$1,250
	Sub-total Step 2	\$12,070
	STEP 3 – PUBLIC INPUT SURVEY	
3A	Develop Online Public Input Survey, with input from Planning Team	\$1,760
3B	Analyze survey results and assimilate and summarize results for review by Planning Team	\$2,000
	Sub-total Step 3	\$3,760
	STEP 4 – STAKEHOLDER INPUT	
4A	Prepare for Stakeholder Input Workshop in coordination with DNR staff	\$2,260
4B	Facilitate Stakeholder Input Workshop (in vicinity of park)	\$2,175
4C	Planning Team Meeting #4 (Online Meeting)	\$1,570
	Sub-total Step 4	\$6,005
	STEP 5 – DRAFT PLAN DEVELOPMENT	
5A	Planning Team Meeting #5 (Online Meeting)	\$1,060
5B	Contractor to produce Draft GMP for Project Manager and Planning Team review	\$5,210
5C	Contractor to provide revised Draft Plan for PRD approval to proceed	\$1,570

	Sub-total Step 5	\$8,220
	STEP 6 – PUBLIC INPUT MEETING	
6A	Prepare for Public Input Meeting in coordination with DNR staff	\$1,050
6B	Facilitate Public Input Meeting (in vicinity of park)	\$1,520
6C	Incorporate and analyze additional public comments that may be received via email or other electronic means	\$900
6D	Planning Team Meeting #6 (Online Meeting)	\$1,570
	Sub-total Step 6	\$5,040
	STEP 7 – PREPARE FINAL DOCUMENTS FOR REVIEW & INTERNAL APPROVAL	
7A	Prepare Final GMP documents for Project Manager and Planning Team review	\$1,900
7B	Revise and re-submit GMP documents for internal approval process	\$1,050
	Sub-total Step 7	\$2,950
	STEP 8 – PUBLICATION AND DISTRIBUTION OF APPROVED PLAN	
8A	Incorporate final DNR approvals (signatures and resolutions) into the final document. Publish and deliver final plan documents to the Project Manager.	\$2,350
	Sub-total Step 8	\$2,350
	BASE COST TOTAL:	\$41,485
	STEP 9 – OPTIONAL ADDITIONAL MEETINGS	
9A	Planning Team meeting at the park (1 day)	\$2,240
9B	Planning Team meeting at the park (2 days)	\$4,480
9C	Planning Team Online Meeting	\$1,570
9D	Stakeholder Input Workshop	\$4,435
9E	Public Input Meeting	\$3,470
	STEP 10 – OPTIONAL GIS MAPPING	
10A	Produce Park Resource Maps	\$3,000

The charts below, provided as support to the figures above, assume that staff costs will not change significantly for any potential sites located within this region.

Bid # 1 - Staff Costs (printing, equipment, overhead, etc.)

Staffing	Estimated Hours	Hourly Rate	Total
C. Summers, Partner	52	\$155	\$8,060
C. Jackson, Sr. Associate	133	\$125	\$16,625
R. Brady, GIS	26	\$100	\$2,600
A. Toomey, Support	142	\$100	\$14,200
		Total Staffing Costs	\$41,485

Bid # 1 - Estimated Travel Expenses - Total Travel Expenses:
 \$ 0 (site is within 100 miles of BRI Ann Arbor office)

Travel rates will be reimbursed up to the amount specified in the bid, based on the State of Michigan travel rates which are updated annually. The rates can be found at http://www.michigan.gov/dtmb/0,5552,7-150-9141_13132---,00.html. Bidder must estimate total travel expenses for Bid #1 and provide detailed costs for airfare, hotel, rental car, mileage, meals, parking, etc.

Bid #2 – Indian Lake State Park
REGION 2: Upper Peninsula and Northern Lower Peninsula

Indian Lake State Park

Indian Lake State Park is located on the shores of Indian Lake, about 5 miles west of Manistique in Michigan’s Upper Peninsula. Indian Lake is the fourth largest inland lake in the Upper Peninsula, with an area of 8,400 acres. The 567-acre park is made up of two units three miles apart: the main unit on the south shores of the lake and the other on the west. Palms Book State Park, home to Kitch-iti-kipi, Michigan’s largest freshwater spring, is located just seven miles northwest of the park on the north shores of Indian Lake. The state park offers boating, fishing, swimming, picnicking, hiking, and two different campgrounds, one with modern facilities (143 campsites and 2 mini cabins) and one semi-modern (72 campsites with electric service but no modern bathroom). A portion of the south unit is open to hunting. Seasonal naturalists offer weekly nature-based programming Memorial Day through Labor Day.

The park was established in 1932 and was largely developed using Civilian Conservation Corps and Works Program Administration labor. Today, two historic structures - a limestone shelter/toilet building (now called the picnic shelter) and a log and stone bathhouse - remain in the south unit, along with other historic features such as footbridges and trails. In the west unit, a contact station built in 1966 is considered worthy of preservation. For additional information visit the [Indian Lake State Park website](#).

Step	Description	Cost
	STEP 1 – PROJECT INITIATION	
1A	Project Initiation Meeting with Project Manager (online meeting)	\$1,090
	Sub-total Step 1	\$1,090
	STEP 2 – GENERAL MANAGEMENT PLAN DEVELOPMENT	
2A	Project Start-up Meeting (at park)	\$6,000
2B	Update Supporting Analysis, and develop first draft of Core Values and Purpose & Significance Statements	\$1,200
2C	Planning Team Meeting #2 (at park)	\$6,000
2D	Refine Supporting Analysis, Core Values, and Purpose & Significance Statements. Develop first draft of Stakeholder List	\$650

2E	Develop first draft of Management Zone Map and Project Boundary Map using ESRI ArcGIS	\$1,050
2F	Planning Team Meeting #3 (at park)	\$6,000
2G	Refine Supporting Analysis, Core Values, Purpose and Significance Statements, draft management zone map and project boundary map. Provide first draft of Action Goals and final Stakeholder list	\$1,250
	Sub-total Step 2	\$22,150
	STEP 3 – PUBLIC INPUT SURVEY	
3A	Develop Online Public Input Survey, with input from Planning Team	\$1,760
3B	Analyze survey results and assimilate and summarize results for review by Planning Team	\$2,000
	Sub-total Step 3	\$3,760
	STEP 4 – STAKEHOLDER INPUT	
4A	Prepare for Stakeholder input Workshop in coordination with DNR staff	\$2,260
4B	Facilitate Stakeholder input Workshop (in vicinity of park)	\$5,535
4C	Planning Team Meeting #4 (Online Meeting)	\$1,570
	Sub-total Step 4	\$9,365
	STEP 5 – DRAFT PLAN DEVELOPMENT	
5A	Planning Team Meeting #5 (Online Meeting)	\$1,060
5B	Contractor to produce Draft GMP for Project Manager and Planning Team review	\$5,535
5C	Contractor to provide revised Draft Plan for PRD approval to proceed	\$1,570
	Sub-total Step 5	\$9,365
	STEP 6 – PUBLIC INPUT MEETING	
6A	Prepare for Public Input Meeting in coordination with DNR staff	\$1,050
6B	Facilitate Public Input Meeting (in vicinity of park)	\$4,880

6C	Incorporate and analyze additional public comments that may be received via email or other electronic means	\$900
6D	Planning Team Meeting #6 (Online Meeting)	\$1,570
	Sub-total Step 6	\$8,400
	STEP 7 – PREPARE FINAL DOCUMENTS FOR REVIEW & INTERNAL APPROVAL	
7A	Prepare Final GMP documents for Project Manager and Planning Team review	\$1,900
7B	Revise and re-submit GMP documents for internal approval process	\$1,050
	Sub-total Step 7	\$2,950
	STEP 8 – PUBLICATION AND DISTRIBUTION OF APPROVED PLAN	
8A	Incorporate final DNR approvals (signatures and resolutions) into the final document. Publish and deliver final plan documents to the Project Manager.	\$2,350
	Sub-total Step 8	\$2,350
	BASE COST TOTAL:	\$58,285
	STEP 9 – OPTIONAL ADDITIONAL MEETINGS	
9A	Planning Team meeting at the park (1 day)	\$5,600
9B	Planning Team meeting at the park (2 days)	\$7,840
9C	Planning Team Online Meeting	\$1,570
9D	Stakeholder Input Workshop	\$7,795
9E	Public Input Meeting	\$6,830
	STEP 10 – OPTIONAL GIS MAPPING	
10A	Produce Park Resource Maps	\$3,000

The charts below, provided as support to the figures above, assume that staff costs will not change significantly for any potential sites located within this region.

Bid # 2 - Staff Costs (printing, equipment, overhead, etc.)

Staffing	Estimated Hours	Hourly Rate	Total
C. Summers, Principal, Partner	112	\$155	\$17,360
C. Jackson, Sr. Associate	193	\$125	\$24,125
R. Brady, GIS	26	\$100	\$2,600
A. Toomey, Project Support	142	\$100	\$14,200
		Total Staffing Costs	\$58,285

Bid # 2 - Estimated Travel Expenses - Total Travel Expenses: \$2,897.50

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Potential Projects

As a general guide, PRD expects to conduct one to three General Management Plans in each of the two regions through this contract annually, depending on available funding. The following parks have been identified as General Management Plan priorities over the upcoming six-year period. This list is submitted as a guide to bidders only and is subject to change.

Region 1: Lower Peninsula, south of the Manistee – Iosco County Line

Sterling State Park (detailed cost breakdown to be included in the RFP)
Duck Lake State Park
Grand Haven State Park
Hayes State Park
Lake Hudson Recreation Area
Seven Lakes State Park
Orchard Beach State Park
Ortonville State Park
P.J. Hoffmaster State Park
Van Buren State Park

Region 2: Upper Peninsula and Northern Lower Peninsula

Indian Lake State Park (detailed cost breakdown to be included in the RFP)
Bewabic State Park
Clear Lake State Park
Craig Lake State Park
Fort Wilkins State Historic Park
Hoeft State Park
Interlochen State Park
Palms Book State Park
Petoskey State Park
Young State Park
Van Riper State Park

