

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

December 21, 2005

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B2001571**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>Michigan Highway Hazard Recovery</b> <b>Russell Stoddard</b> <b>635 East Mill Street</b> <b>Capac, MI 48014</b>  <b>rstodd@klondyke.net</b>	TELEPHONE <b>Russell Stoddard</b> <b>(810) 395-7555</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-1650 <b>Terry Harris</b>
Contract Administrator: David Budd, MDOT/Kalamazoo TSC <b>Large Animal Carcass Removal and Disposal -- Department of Transportation</b> <b>Berrien and VanBuren Counties</b>	
CONTRACT PERIOD: From: <b>July 1, 2002</b> To: <b>June 30, 2007</b>	
TERMS <p style="text-align: center;"><b>Net</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT**

**NATURE OF CHANGE (S):**

**Effective December 20, 2005, this Contract is hereby changed as noted below:**

**This contract is hereby INCREASED by \$76,000.00.**

**A 10% increase in Patrol costs is hereby authorized. The new cost will be \$288.29. When diesel fuel drops below \$2.00 per gallon the Patrol costs were revert to the original Contract price of \$262.08.**

**All other terms and conditions of this contract shall remain the same.**

**Contract 071B2001571**  
**Change Notice No. 2**  
**Page 2**

**AUTHORITY/REASON:**

**Per request of the Department of Transportation (AS-1 dated 11/29/05), Vendor email dated 11/22/05 and AdBoard approval 12/20/05.**

**INCREASE: \$76,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$239,867.20**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

February 24, 2004

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B2001571**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>Michigan Highway Hazard Recovery</b> <b>Russell Stoddard</b> <b>635 East Mill Street</b> <b>Capac, MI 48014</b>  <b>rstodd@klondyke.net</b>	TELEPHONE <b>Russell Stoddard</b> <b>(810) 395-7555</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-2619 <b>Duane Cortright</b>
Contract Administrator: David Budd, MDOT/Kalamazoo TSC <b>Large Animal Carcass Removal and Disposal -- Department of Transportation</b> <b>Berrien and VanBuren Counties</b>	
CONTRACT PERIOD: From: <b>July 1, 2002</b> To: <b>June 30, 2007</b>	
TERMS <p style="text-align: center;"><b>Net</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT**

**NATURE OF CHANGE (S):**

Effective immediately, this contract has been **EXTENDED** for two (2) years. The new contract ending date is June 30, 2007. All other terms, specifications, conditions, and pricing remain the same.

**AUTHORITY/REASON:**

Per DMB/Acquisition Services.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$163,867.20**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

June 28, 2002

NOTICE  
 TO  
 CONTRACT NO. 071B2001571  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF VENDOR <b>Michigan Highway Hazard Recovery</b> <b>Russell Stoddard</b> <b>635 East Mill Street</b> <b>Capac, MI 48014</b>	TELEPHONE <b>Russell Stoddard</b> <b>(810) 395-7555</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-2619 <b>Duane Cortright</b>
Contract Administrator: David Budd, MDOT/Kalamazoo TSC <b>Large Animal Carcass Removal and Disposal -- Department of Transportation</b> <b>Berrien and VanBuren Counties</b>	
CONTRACT PERIOD: From: <b>July 1, 2002</b> To: <b>June 30, 2005</b>	
TERMS <p style="text-align: center;"><b>Net</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT**

The terms and conditions of this Contract are those of ITB #071I2000236, this Contract Agreement and the vendor's quote dated 5-14-02. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$163,867.20**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CONTRACT NO. 071B2001571**

**between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR <b>Michigan Highway Hazard Recovery</b> <b>Russell Stoddard</b> <b>635 East Mill Street</b> <b>Capac, MI 48014</b>	TELEPHONE <b>Russell Stoddard</b> <b>(810) 395-7555</b> VENDOR NUMBER/MAIL CODE BUYER (517) 241-2619 <b>Duane Cortright</b>
Contract Administrator: David Budd, MDOT/Kalamazoo TSC <b>Large Animal Carcass Removal and Disposal -- Department of Transportation</b> <b>Berrien and VanBuren Counties</b>	
CONTRACT PERIOD: From: <b>July 1, 2002</b> To: <b>June 30, 2005</b>	
TERMS <p style="text-align: center;"><b>Net</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION: <p style="text-align: center;"><b>THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT</b></p> <p><b>The terms and conditions of this Contract are those of ITB #071I2000236, this Contract Agreement and the vendor's quote dated 5-14-02. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</b></p> <p><b>Estimated Contract Value: \$163,867.20</b></p>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I2000236. Orders for delivery of equipment will be issued directly by the Department of Transportation through the issuance of a Purchase Order Form.

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

**FOR THE VENDOR:**

**Michigan Highway Hazard Recovery**

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

**FOR THE STATE:**

Signature

**Duane Cortright, CPPB, Buyer**

Name

**Tactical Purchasing, Acquisition Services**

Title

Date



**TABLE OF CONTENTS**

SECTION I – GENERAL CONTRACT PROVISIONS ..... 1

**I-A GENERAL ..... 1**

**I-B ISSUING OFFICE..... 1**

**I-D CONTRACT TERM ..... 2**

**I-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE..... 2**

**I-F NO WAIVER OF DEFAULT..... 2**

**I-G REVISIONS, CONSENTS, AND APPROVALS..... 3**

**I-H SEVERABILITY ..... 3**

**I-I SURVIVOR..... 3**

**I-J GOVERNING LAW ..... 3**

**I-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)..... 3**

**I-L HEADINGS..... 3**

**I-M INCURRING COSTS ..... 3**

**I-N NEWS RELEASES ..... 4**

**I-O CONTRACTOR RESPONSIBILITIES..... 4**

**I-P PERFORMANCE REVIEWS..... 4**

**I-Q AUDIT OF CONTRACT COMPLIANCE ..... 5**

**I-R SAFETY AND ACCIDENT PREVENTION..... 5**

**I-S ASSIGNMENT ..... 5**

**I-T DELEGATION..... 5**

**I-U DISCLOSURE ..... 5**

**I-V TAXES..... 5**

**I-W PRICE..... 6**

**I-X ADDITIONAL PRODUCTS ..... 6**

**I-Y CONTRACTOR'S LIABILITY INSURANCE ..... 7**

**I-Z INDEMNIFICATION..... 8**

**I-AA CONTRACT DISTRIBUTION..... 9**

**I-BB ACCOUNTING RECORDS..... 9**

**I-CC NON-DISCRIMINATION CLAUSE ..... 10**

**I-DD CANCELLATION ..... 10**

**I-EE NOTICE AND RIGHT TO CURE ..... 12**

**I-FF ELECTRONIC FUNDS TRANSFER ..... 12**

**I-GG MODIFICATION OF CONTRACT ..... 12**

**I-HH UNFAIR LABOR PRACTICES ..... 12**



Large Animal Carcass Removal & Disposal

**I-II FORM, FUNCTION, AND UTILITY ..... 12**

**I-JJ CONTRACT PAYMENT SCHEDULE ..... 13**

**I-KK PRE-AWARD MEETING ..... 13**

**I-LL MULTIPLE CONTRACTS AWARDED TO SAME VENDOR..... 13**

**I-MM PATROL FREQUENCY ..... 13**

**I-NN SAFETY REQUIREMENTS ..... 14**

**I-OO SUB-CONTRACTING..... 14**

**I-PP DEDUCTIONS ..... 14**

**Attachments:**

MDOT Area III Pricing Page  
Non-State Agency Statement



**SECTION I – GENERAL CONTRACT PROVISIONS**

**I-A GENERAL**

The Contract is for pick up and disposal of dead deer or large animal carcass' along prescribed highway right of ways for the State of Michigan. The Contractor must meet all requirements and regulations as established by Michigan Department of Natural Resources, Michigan Department of Agriculture and Michigan Department of Environmental Quality as to animal disposal. Orders for service will be issued directly to the Contractor by the Michigan Department of Transportation on the Purchase Order Contract Release Form and by Acquisition Services on the Purchase Order Form. Bids are due and will be publicly identified at the time noted on the Invitation To Bid (ITB) Form.

The Contract(s) awarded from this solicitation will be a Unit Price Contract.

Indicated on the Invitation To Bid cover page is the "ship to" address for the participating agency. However, if the Contractor and the State agree, additional State agencies may participate should the need develop.

**I-B ISSUING OFFICE**

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Michigan Department of Transportation, hereinafter known as MDOT. Where actions are a combination of those of Acquisition Services and MDOT, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the **SOLE POINT OF CONTACT** throughout the procurement process. All communications covering this procurement must be addressed to:

Department of Management and Budget  
Acquisition Services  
Attn: **Duane S. Cortright**, Buyer  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 241-2619  
**e-mail: cortrightd1@michigan.gov**



**I-C CONTRACT ADMINISTRATOR**

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services. The Contract Administrator for this project is:

**Dave Budd**  
Michigan Department of Transportation  
Region Maintenance Superintendent  
1501 E. Kilgore Rd.  
Kalamazoo, MI 49001  
phone: 616/337-3919  
**e-mail: buddd@michigan.gov**

**I-D CONTRACT TERM**

The term of this contract will be for a **three (3)** year period and will commence with the issuance of a Contract. This will be approximately **July 1, 2002** through **June 30, 2005**. At the sole option of the State, the Contract may be extended for up to 2 (two) additional years. Contractor performance, quality of products, price, and the Contractor's ability to deliver on time are some of the things that will be used as a basis for any decision by Acquisition Services to extend the Contract.

**I-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

The following documents constitute the complete and exclusive agreement between the parties. The following order of precedence shall apply (in descending order):

- A. Any contract resulting from the State's ITB No. 071I2000234.
- B. Any addenda to that ITB.
- C. The Contractor's response to that ITB.

The State of Michigan shall not be bound by any part(s) of the bidder's response to the ITB which contains information, options, conditions, terms, or prices neither requested nor required in the ITB. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the Contractor, those of the State take precedence. The contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**I-F NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.



**I-G REVISIONS, CONSENTS, AND APPROVALS**

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

**I-H SEVERABILITY**

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

**I-I SURVIVOR**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

**I-J GOVERNING LAW**

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

**I-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)**

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**I-L HEADINGS**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

**I-M INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.



**I-N NEWS RELEASES**

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the ITB and Contract are to be released without prior written approval of the State and then only to persons designated.

**I-O CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the prime Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the primary Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

**I-P PERFORMANCE REVIEWS**

Acquisition Services in conjunction with MDOT may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products being delivered, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Acquisition Services reserves the right to cancel the Contract immediately at any time for default, if Acquisition Services documents that unsafe and/or adulterated or off-condition products are being delivered to any State agency by the Contractor.



**I-Q AUDIT OF CONTRACT COMPLIANCE**

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

**I-R SAFETY AND ACCIDENT PREVENTION**

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such safety requirements, rules, laws or regulations shall be a material breach of the Contract and shall be grounds for cancellation of the Contract in accordance with the Cancellation provisions contained herein.

**I-S ASSIGNMENT**

The Contractor shall not have the right to assign the Contract or to assign or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Acquisition Services Director.

**I-T DELEGATION**

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Acquisition Services Director has given written consent to the delegation.

**I-U DISCLOSURE**

All information in a bidder's proposal and the Contract is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

**I-V TAXES**

A. Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.



- B. Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.
- C. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract. Also, bidders shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

**I-W PRICE**

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365 day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365 day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

**I-X ADDITIONAL PRODUCTS**

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.



**I-Y CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract (Direct Purchase Order), whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under workers' compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' compensation laws of any other state the Contractor shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than \$300,000 each occurrence and, when applicable \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- D. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- E. Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include Contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the Contract (Direct Purchase Order).

BEFORE THE CONTRACT IS EXECUTED BY ACQUISITION SERVICES, THE CONTRACTOR MUST FURNISH TO ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR DIRECT PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days prior written notice bearing the Contract No. or Direct Purchase Order No. has been given to the Director of Acquisition Services.



**I-Z INDEMNIFICATION**

**A. General Indemnification**

The Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

**B. Patent/Copyright Infringement Indemnification**

The Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or



its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the 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.

**C. Indemnification Obligation Not Limited**

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

**D. Continuation of Indemnification Obligation**

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

**I-AA CONTRACT DISTRIBUTION**

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

**I-BB ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.



## **I-CC NON-DISCRIMINATION CLAUSE**

In the performance of a Contract or purchase order, the contractors agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

## **I-DD CANCELLATION**

- A. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.



- B. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
  
- C. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
  
- D. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
  
- E. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963 and Chapter 7 of the Civil Service Rules. Notwithstanding any other provision of this Contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for personal services if the Director determines that the Contract or the disbursements under the Contract violate Article 11, Section 5 of the Constitution or violate applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.



**I-EE NOTICE AND RIGHT TO CURE**

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

**I-FF ELECTRONIC FUNDS TRANSFER**

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically.

**I-GG MODIFICATION OF CONTRACT**

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

**I-HH UNFAIR LABOR PRACTICES**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

**I-II FORM, FUNCTION, AND UTILITY**

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not the meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.



**I-JJ CONTRACT PAYMENT SCHEDULE**

The specific payment schedule for the Contract(s) will be mutually agreed upon by the State and the Contractor(s). The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

**I-KK PRE-AWARD MEETING**

After the Best Value award recommendation has been made, a meeting with that bidder and the Contract Administrator will be held at a location designated by MDOT. The purpose of the meeting will be to verify following information prior to contract award.

- A. Equipment list indicating description, age, manufacturer, model and type of each piece. Equipment will be of adequate size and type to carry multiple deer carcasses with capability to tarp and secure load when in transit. 1-ton stake/dump style recommended (minimum), per contract area.
- B. All equipment must be in the vendor's possession, available for use and fully operational prior to this meeting. The bidder must provide an equipment list and any lease contracts at this meeting.

**I-LL MULTIPLE CONTRACTS AWARDED TO SAME VENDOR**

If a vendor is the low bidder on more than one contract, including subcontracts with local units of government, the vendor shall demonstrate that sufficient equipment is available for each contract as described above. The vendor must therefore provide a detailed equipment list that includes, for each piece of equipment to be used on contracts with the Department, the year of manufacture, the manufacturer's name, model number and serial number and any lease contracts when applicable. This documentation must be furnished to Acquisition Services and MDOT Purchasing Unit prior to any contract award. The Department reserves the right to inspect the vendor's equipment prior to the contract award and at any time throughout the contract period. The Department reserves the right to restrict the number of contracts awarded to a single vendor based upon that vendor's ability to satisfactorily perform contract work within contract time limits.

**I-MM PATROL FREQUENCY**

Patrols shall be performed twice (2) weekly for any Expressway Routes in the Area, on Monday and Thursday of each week between April 1 through December 15 each year. Days of the week may change during this period, as determined by the Contract Administrator.

Patrols shall be once (1) per week for the period between December 16 through March 31 each year, weather permitting.

Any patrol missed due to weather **will not** be invoiced, or payments allowed, by the Department.



At the discretion of the Department, 24-hour advanced notice will be given to the Contractor for additional patrols for any or all portions of the contract area. **Any patrols for less than the entire area will be pro-rated by the vendor.**

The Contractor must have a cell phone number, facsimile number, pager number and/or a telephone/message number with a contact person at the message number to respond to any request for additional patrols.

**I-NN SAFETY REQUIREMENTS**

- A. Equipment used in the execution of this contract will meet all Federal, State and Local safety requirements. All equipment will be equipped with commercial type flashing amber lights plainly visible from all directions. Flashers will have a minimum of 32 candlepower output and flash 50-60 times per minute.
- B. Contractor shall be responsible for providing any and all protective items necessary, ie. clothing, gloves, reflective safety vests, antiseptics, etc. that may be required for the completion of this contract.
- C. The Contractor will comply with all MDOT Standard Specifications for Uniform Traffic Control when on State Trunkline.

**I-OO SUB-CONTRACTING**

There will be **NO SUB-CONTRACTING ALLOWED** during the contract period.

**I-PP DEDUCTIONS**

The Department shall deduct/bill the Contractor \$200.00 for any missed patrols not authorized by the Contract Administrator. Equipment break down or employee issues will not be grounds for missed patrols. Weather related safety concerns will be noted with the Contract Administrator, prior to schedule changes or work deletions.

The Department may delete any or all portions of the contract that cannot be completed in conformity with the progress schedule.

If the contract is terminated, or portions thereof deleted, payment will be made for all satisfactorily completed work at the contract unit price.



**MDOT AREA III PRICING PAGE  
ITB #071I2000236**

**NOTE: All animals removed from Department Right of Way will be disposed of in a class II landfill and supporting documentation to be provided with invoice.**

**Area III: Berrien County**

Routes: I-94, I-94BL, I-196 & US-31  
Route miles: 73.7

**Area III: Van Buren County**

Routes: I-94 & I-196  
Route miles: 27.1

Bid one lump sum price per round trip for patrol scheduled or non-scheduled.

Bid price per unit of each deer per patrol.

**Note: Bid price per unit (each deer) during unscheduled patrol will be same as routine patrol.**

<b>Pricing Structure</b>	<b>Area III</b>
Each Patrol, Lump Sum	\$ <b><u>262.08</u></b>
Each Animal, Per Patrol	\$ <b><u>28.00</u></b>

Please indicate below the person(s) responsible for a contract, if one should result from this ITB:

NAME: Russell L. Stoddard  
 TITLE: Owner  
 PHONE: (810) 343-3354  
 FAX: (810) 395-2449  
 E-MAIL: rstodd@klondyke.net

NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_  
 FAX: \_\_\_\_\_  
 E-MAIL: \_\_\_\_\_



**NON-STATE AGENCY STATEMENT:**

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to local units of government and school districts. As a result of the enactment of this legislation, the Extended Purchasing Program has been developed. This program extends the use of State contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds. It is the policy of Acquisition Services, Department of Management and Budget, that the final approval to utilize any such Contract in this manner must come from the Contract vendor.

In such cases, Contract vendors supply merchandise at the established State of Michigan Contract prices and terms. Inasmuch as these are non-State agencies, all purchase orders will be submitted by, invoices will be billed to, and payment will be remitted by the authorized Extended Purchasing member on a direct and individual basis in accordance with Contract terms.

Therefore, it is required that all bidders indicate, by checking the appropriate box below, whether they will (first box) or will not (second box) honor orders on any Contract resulting from this Request for Quotation from State of Michigan authorized Extended Purchasing members. It is the responsibility of the Contractor to ensure the non-State agency is an authorized Extended Purchasing member prior to extending the State Contract price.

**BIDDER MUST CHECK ONE BOX BELOW**

- [ X ] Commodities and/or services on this Request for Quotation will be supplied to State of Michigan departments and agencies, and authorized Extended Purchasing Program members in accordance with the terms and prices quoted. Upon request, a complete listing of eligible participants in the Extended Purchasing Program will be provided if this option is selected.
  
- [ ] Commodities and/or services on the Request for Quotation will not be supplied to State of Michigan authorized Extended Purchasing members. We will supply to State of Michigan departments and agencies only.

Michigan Highway Hazard Recovery  
Vendor Name

Russell L. Stoddard  
Authorized Agent Name (print or type)

Russell L. Stoddard  
Authorized Agent Signature