



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget  
320 S. Walnut Street 2nd Floor Lansing, MI 48933  
P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number 5  
to  
Contract Number MA21000000661

<b>CONTRACTOR</b>	ATC Group Services LLC
	46555 Humboldt Dr., Suite 100
	Novi MI 48377
	Robert Smith
	248-669-5140
	Robert.Smith@atcassociates.com
	CV0053354

<b>STATE</b>	<b>Program Manager</b>	Christopher McGarry	DTMB
		517-388-3045	
		Mcgarryc@Michigan.gov	
	<b>Contract Administrator</b>	Kyle London	DTMB
517-614-3616			
londonk1@michigan.gov			

CONTRACT SUMMARY			
Inspecting & Sampling Lead, Molds, Asbestos, and Air Contaminants			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
November 1, 2021	October 31, 2024	2 - 12 Months	October 31, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
5% NET 30, NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
DESCRIPTION OF CHANGE NOTICE			
OPTION	LENGTH OF OPTION	EXTENSION	REVISD EXP. DATE
<input checked="" type="checkbox"/>	12 Months	<input type="checkbox"/>	October 31, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$657,000.00	\$0.00	\$657,000.00	

**DESCRIPTION**

Effective April 10, 2025, the one option year available on this contract is hereby exercised and the revised contract expiration date is 10/31/2026. Additionally, the attached Schedule B - Pricing hereby added to the Contract.

Please note the State Contract Administrator has been changed to Kyle London.  
londonk1@michigan.gov / 517-614-3616

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

## Schedule B – Pricing

<b>Sample Analysis</b>	<b>Rate</b>	<b>Per</b>
PLM 24-hours	\$ 11.00	Sample/Test
PLM 12-hours	\$ 13.50	Sample/Test
PLM 05-calendar days	\$ 8.50	Sample/Test
PCM 24-hours	\$ 7.00	Sample/Test
PCM 12-hours	\$ 16.50	Sample/Test
PCM 05-calendar days	\$ 5.50	Sample/Test
TEM 24-hours	\$ 76.50	Sample/Test
TEM 12-hours	\$ 94.00	Sample/Test
TEM 05-calendar days	\$ 65.00	Sample/Test

<b>Asbestos Management</b>	<b>Rate</b>	<b>Per</b>
Inspection-Standard	\$ 41.50	Hour
Inspection-Weekday Premium	\$ 52.50	Hour
Inspection-Weekend / Holiday	\$ 62.50	Hour
Management Planning-Standard	\$ 57.50	Hour
Management Planning-Weekday Premium	\$ 80.00	Hour
Management Planning-Weekend / Holiday	\$ 92.50	Hour
Air Monitoring / Management-Standard	\$ 41.50	Hour
Air Monitoring / Management-Weekday Premium	\$ 52.50	Hour
Air Monitoring / Management-Weekend / Holiday	\$ 62.50	Hour
Project Design-Standard	\$ 70.00	Hour
Project Design-Weekday Premium	\$ 80.00	Hour
Project Design-Weekend / Holiday	\$ 92.50	Hour
Asbestos Instruction-Standard	\$ 70.00	Hour
Asbestos Instruction-Weekday Premium	\$ 80.00	Hour
Asbestos Instruction-Weekend / Holiday	\$ 92.50	Hour

## Schedule B – Pricing

<b>Environmental Services</b>	<b>Rate</b>	<b>Per</b>
Indoor Air Quality Investigations	\$ 65.00	Hour
Mold Investigations	\$ 65.00	Hour
Mold Spore-Trap Sampling	\$ 45.00	Sample/Test
Viable Mold Sampling	\$ 55.00	Sample/Test
General Industrial Hygiene Investigations	\$ 65.00	Hour
Lead Wipe Sampling	\$ 9.00	Sample/Test
Lead Inspection	\$ 60.00	Hour
Lead Risk Assessment	\$ 60.00	Hour
Lead Abatement Project	\$ 60.00	Hour
State of Michigan Certified Lead Instruction*	\$ 225.00	Person/Class (or Session)
OSH related services	\$ 75.00	Hour
Senior Analyst / Project Management	\$ 110.00	Hour

<b>Mobilization Fees</b>	<b>Rate</b>	<b>Per</b>
Mobilization/ De-Mobilization fee (Lansing area projects)	\$ -	Per Project
Mobilization/ De-Mobilization fee (Out state facilities)	\$ 87.50	Per Project



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget  
320 S. Walnut Street 2nd Floor Lansing, MI 48933  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **4**  
to  
Contract Number **MA21000000661**

<b>CONTRACTOR</b>	ATC GROUP SERVICES LLC
	46555 Humboldt Dr., Suite 100
	Novi MI 48377
	Robert Smith
	248-669-5140
	Robert.Smith@atcassociates.com
	CV0053354

<b>STATE</b>	<b>Program Manager</b>	Christopher McGarry	DTMB
		517-388-3045	
		Mcgarryc@Michigan.gov	
	<b>Contract Administrator</b>	Adam Ashley	DTMB
517-855-1376			
ashleya2@michigan.gov			

CONTRACT SUMMARY				
INDUSTRIAL HYGIENE CONSULTING SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
November 1, 2021	October 31, 2024	2 - 12 Months	October 31, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
5% NET 30, NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
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		
\$557,000.00	\$100,000.00	\$657,000.00		
DESCRIPTION				
Effective November 19, 2024, \$100,000 is hereby added to the Contract.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on 11/19/2024.				



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 48933  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **3**  
 to  
 Contract Number **210000000661**

<b>CONTRACTOR</b>	ATC GROUP SERVICES LLC
	46555 Humboldt Dr., Suite 100
	Novi, MI 48377
	Robert Smith
	248-669-5140
	robert.smith@atcassociates.com
	CV0053354

<b>STATE</b>	<b>Program Manager</b>	Christopher McGarry	SW
		517-388-3045	
		Mcgarryc@Michigan.gov	
	<b>Contract Administrator</b>	Adam Ashley	DTMB
		(517)855-1376	
		ashleya2@michigan.gov	

**CONTRACT SUMMARY**

<b>INDUSTRIAL HYGIENE CONSULTING SERVICES</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
November 1, 2021	October 31, 2024	2 - 1 Year	October 31, 2024
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
5% NET 30, NET 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		October 31, 2025
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$450,000.00	\$107,000.00	\$557,000.00		

**DESCRIPTION**

Effective April 4, 2024, the following changes are hereby incorporated into this contract:

- This contract is exercising 1 option year and is increased by \$100,000. The revised contract expiration date is 10/31/25.
- \$7000 is also being added for DHHS use.
- The Contract Administrator has been changed to Adam Ashley.  
 Email: Ashleya2@michigan.gov  
 Phone Number: 517-855-1376

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.



**STATE OF MICHIGAN  
CENTRAL PROCUREMENT SERVICES**

Department of Technology, Management, and Budget  
320 S. WALNUT ST., LANSING, MICHIGAN 48933  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 2  
to  
Contract Number 210000000661

<b>CONTRACTOR</b>	ATC GROUP SERVICES LLC
	46555 Humboldt Dr., Suite 100
	Novi, MI 48377
	Robert Smith
	248-669-5140
	robert.smith@atcassociates.com
	CV0053354

<b>STATE</b>	<b>Program Manager</b>	Christopher McGarry	SW
		517-388-3045	
		Mcgarryc@Michigan.gov	
	<b>Contract Administrator</b>	Jordana Sager	DTMB
		(517) 896-1903	
		sagerj2@michigan.gov	

**CONTRACT SUMMARY**

<b>INDUSTRIAL HYGIENE CONSULTING SERVICES</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
November 1, 2021	October 31, 2024	2 - 1 Year	October 31, 2024
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
5% Net 30, Net 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>		<input type="checkbox"/>		N/A
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$350,000.00	\$100,000.00	\$450,000.00		

**DESCRIPTION**

Effective July 25, 2023, this contract is hereby increased by \$100,000.00.  
  
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 48933  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **1**  
 to  
 Contract Number **210000000661**

<b>CONTRACTOR</b>	ATC GROUP SERVICES LLC
	46555 Humboldt Dr., Suite 100
	Novi, MI 48377
	Robert Smith
	248-669-5140
	robert.smith@atcassociates.com
	CV0053354

<b>STATE</b>	<b>Program Manager</b>	Christopher McGarry	SW
		517-388-3045	
<b>STATE</b>	<b>Contract Administrator</b>	Mcgarryc@Michigan.gov	
		Jordana Sager	DTMB
		(517) 896-1903	
		sagerj2@michigan.gov	

**CONTRACT SUMMARY**

**INDUSTRIAL HYGIENE CONSULTING SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
November 1, 2021	October 31, 2024	2 - 1 Year	October 31, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME
	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$350,000.00	\$0.00	\$350,000.00

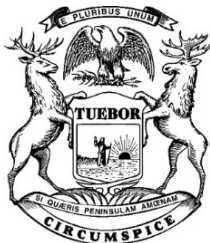
**DESCRIPTION**

Effective March 13, 2023, the Contract Administrator has been changed to Jordana Sager.

Jordana Sager  
 sagerj2@michigan.gov  
 517-896-1903

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.





**STATE OF MICHIGAN PROCUREMENT**  
 Department of Technology, Management & Budget  
 Central Procurement Services

525 W. Allegan St., 1<sup>st</sup> Floor. NE, Lansing, MI 48913  
 P.O. Box 30026, Lansing, MI 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **21000000661**

between

THE STATE OF MICHIGAN

and

<b>CONTRACTOR</b>	ATC Group Services, Inc.
	46555 Humboldt Dr., Suite 100
	Novi, MI 48377
	Robert Smith
	248-669-5140
	<a href="mailto:Robert.smith@atcassociates.com">Robert.smith@atcassociates.com</a>
	CV0053354

<b>STATE</b>	Program Manager	Christopher McGarry	DTMB
		517-388-3045	
		mcgarryc@michigan.gov	
	Contract Administrator	Doug Glaser	DTMB
517-898-3982			
glaserd@michigan.gov			

CONTRACT SUMMARY			
<b>DESCRIPTION: INDUSTRIAL HYGIENE CONSULTING SERVICES</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 1, 2021	October 31, 2024	2, 1-Year	October 1, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
5% Net 30, Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of RFP #21000000761 and related negotiations. Orders for services will be issued directly by DTMB through the issuance of a Delivery Order (DO) form.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$350,000.00</b>

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Agent Signature**

\_\_\_\_\_  
**Authorized Agent** (Print or Type)

\_\_\_\_\_  
**Date**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name & Title**

\_\_\_\_\_  
**Agency**

\_\_\_\_\_  
**Date**

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“Contract”) is agreed to between the State of Michigan (the “State”) and **ATC Group Services LLC** (“Contractor”), **a Limited Liability Company**. **This Contract is effective on November 1, 2021 (“Effective Date”)**, and unless terminated, expires on October 31, 2024.

This Contract may be renewed for up to two (2) additional one (1) year 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, and meet operational standards, unless otherwise specified in Schedule A.

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

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever 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:
<b>Douglas Glaser</b> <b>525 West Allegan St., 1st flr. NE</b> <b>Lansing, MI, 48909-7526</b> <b>glaserd@michigan.gov</b> <b>(517) 898-3982</b>	<b>Robert Smith</b> <b>46555 Humboldt Dr.</b> <b>Novi, MI 48377</b> <a href="mailto:Robert.smith@atcgs.com">Robert.smith@atcgs.com</a> <b>248-669-5140</b>

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
<b>Douglas Glaser</b> <b>525 West Allegan St., 1st flr. NE</b> <b>Lansing, MI, 48909-7526</b> <b>glaserd@michigan.gov</b> <b>(517) 898-3982</b>	<b>Dave Paholak</b> <b>46555 Humboldt Dr.</b> <b>Novi, MI 48377</b> <a href="mailto:David.paholak@atcgs.com">David.paholak@atcgs.com</a> <b>248-669-5140</b>

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:
<b>Chris McGarry</b> <b>3111 W. St. Joseph St.</b> <b>Lansing MI 48917</b> <b>mcgarryc@michigan.gov</b> <b>517-388-3045</b>	<b>Robert Smith</b> <b>46555 Humboldt Dr.</b> <b>Novi, MI 48377</b> <a href="mailto:Robert.smith@atcgs.com">Robert.smith@atcgs.com</a> <b>248-669-5140</b>

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: (i) protect the State from claims that arise out of, are alleged to arise out of, or otherwise result from Contractor's or subcontractor's performance; (ii) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (iii) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Policy must be 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.
<b>Automobile Liability Insurance</b>	
<u>Minimum Limits:</u> \$1,000,000 Per Accident	Policy must: (1) be endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
<b>Professional Liability (Errors and Omissions) Insurance</b>	

<u>Minimum Limits:</u> \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate  <u>Deductible Maximum:</u> \$50,000 Per Loss	
--	--

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

Contractor must: (i) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (ii) require that subcontractors maintain the required insurances contained in this Section; (iii) notify the Contract Administrator within five (5) business days if any policy is cancelled; and (iv) 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. Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

- 8. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal).

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

- 9. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
- 10. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 11. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 12. Background Checks.** 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.

- 13. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 14. Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

- 15. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 16. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this



Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

**17. Reserved.**

**18. Reserved.**

**19. Reserved.**

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

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.

**21. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.

**22. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor 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.

- 23. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

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

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **90** calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the

State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

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

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

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the

State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

- 28. Limitation of Liability 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.
- 29. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 30. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
- 31. Reserved.**
- 32. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing

party. The term “Confidential Information” does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5

calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. 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.

**33. Reserved.**

**34. Reserved.**

**35. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

**36. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's

business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes;(h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in 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 23, Termination for Cause.

- 37. 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.
- 38. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 39. Reserved.**
- 40. Reserved.**
- 41. 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.
- 42. 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.
- 43. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections,

such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

- 44. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 45. 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.
- 46. 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.
- 47. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
- 48. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 49. 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	Description
----------	-------------



<b>Federal Provisions Addendum</b>	Required Federal language for programs that are fully or in part, federally funded.
<b>Byrd Anti-lobbying</b>	Required Federal language for programs that are fully or in part, federally funded.
<b>Schedule A</b>	Statement of Work
<b>Schedule B</b>	Pricing

- 50. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR’S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 51. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 52. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 53. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 54. 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.

## 1. 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:

- 1) 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.
- 2) 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.
- 3) 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.

- 4) 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.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.

### **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:

- 1) 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.
- 2) 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.
- 3) Additionally, contractors are required to pay wages not less than once a week.

### **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:

- 1) **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.
- 2) **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.
- 3) **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.

### **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:

- 1) **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 forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **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 work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 3) 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.
- 4) 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.

### **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.

### **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 7401-7671g](#)) 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.

### **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](#).

- 1) 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).
- 2) 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.
- 3) 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.

- 4) 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.

### **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.

### **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.

- 1) 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.
- 2) 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>.
- 3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### **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.

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

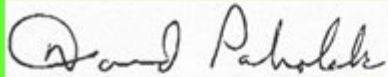
The undersigned certifies, to the best of his or her knowledge and belief, that:

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, ATC Group Services LLC, 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

Senior Vice President

February 22, 2021

Name and Title of Contractor's Authorized Official

ATC Group Services LLC

# SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

**Master Agreement: 21000000661**

## **Industrial Hygiene Consultant and Management Services**

### **BACKGROUND**

This is a statewide Contract for Industrial Hygiene Consulting and Management Services, such as asbestos inspection & management planning, in-house laboratory services, analysis of samples, third party asbestos monitoring of industrial hygiene services, including indoor air quality investigations, general industrial hygiene investigations/inspections, lead inspection & sampling, lead risk assessment, lead supervision and State of Michigan certified lead instruction.

Industrial hygiene and consulting services are needed to protect the health and safety of workers and visitors to State office buildings. Services range from air quality monitoring, lead cleanup and monitoring asbestos abatement projects in which maintenance staff are involved.

### **SCOPE**

- 1) The scope of this Contract includes, but is not limited to, the following:
  - a) Inspecting / investigating for, and the sampling of, lead, molds, and asbestos, and other possible in-door air contaminants;
  - b) Testing and laboratory analysis of those samples;
  - c) Managing and monitoring a cleaning (abatement) contractor; and
  - d) Evaluating and retesting / resampling to confirm whether the cleaning (abatement) service(s) provided to the State were adequate.
  - e) Consulting with the State and making recommendations regarding a given site and its possible health and safety risks to staff or the public, various safety programs, etc.
- 2) These services are provided for all State-owned facilities, which includes, but is not limited to, office buildings and facilities, power plants, mechanical rooms, and tunnels, etc.
- 3) The State is unable to predict the exact volume of needed industrial hygiene services during any given year. The State is also unable to predict, for any given project assignment, the level of risk from possible environmental hazards, depth of services required, amount of monitoring for site cleaning or restoration (as this depends on the significance of the samples tested, the contaminated materials, other environmental hazards, etc.). Therefore, this Contract is based on immediate service delivery as needed or as directed by the designated Program Manager.
- 4) Abatement services (including, but not limited to, asbestos, mold, and lead) are considered out of scope of this Contract.

---

**REQUIREMENTS: Contractor must provide all labor, materials, services, etc., required to perform all of the tasks outlined in Schedule A, below:**

- 1) Contractor must provide industrial hygiene consulting services, to include, but not limited to, the following, pursuant to OSHA standards 29 CFR 1926.1101 for asbestos and CFR 1926.62 for lead:
  - a) 29 CFR 1926.1101 for asbestos:  
[https://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=STANDARDS&p\\_id=10862](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=10862)
  - b) CFR 1926.62 for lead:  
[https://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=STANDARDS&p\\_id=10641](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=10641)
- 2) The Contractor must provide Industrial Hygiene management and consulting services, for asbestos, lead, molds, or other possible environmental contaminants, as requested by the Program Manager, to include:
  - a) Inspection / investigation:
    - i) Air samples on each project that shall include background, inside area, outside area, contractor STEL, contractor PEL and final clearance.
    - ii) Test the following gases with direct read instrumentation:
      - (1) Carbon Dioxide
      - (2) Hydrogen Sulfide
      - (3) Carbon Monoxide
      - (4) Oxygen
      - (5) Methane Gas (Lower explosive limit methodology is acceptable)
  - b) Sampling:
    - i) The Contractor must determine the appropriate sampling methods to assure building occupants and Contractor health and safety.
    - ii) The Contractor must submit the methods used for vinyl asbestos floor tile bulk sample analysis and air sample analysis per Michigan Occupational Safety and Health (MIOSHA) or AHERA (Asbestos Hazard Emergency Response Act).
    - iii) Phase Contrast Microscopy (PCM) sampling material, equipment, and analysis costs must be included in the hourly fee for the Contractor's staff.
    - iv) Lead Wipe Sampling:
      - (1) Dust wipe samples must be collected in adherence to the ASTM E1792-3 method. All samples must be collected in a one square foot disposable template. If due to a limited surface area and one square foot accessibility is not available, those sampling areas will be estimated.
      - (2) Samples must be collected in a random manner to ensure a high confident

---

test result. On average 25 to 30 samples per survey. All dust samples will be located on an installation floor plan.

- (3) Samples of the suspect materials collected during the site inspection must be submitted to an Analytical Laboratory that maintains current accreditation by the National Lead Laboratory Accreditation Program to determine lead concentration.
  - (4) Submit a summary of the survey, analytical data, floor plan with sampling locations and lead concentrations for records (see Reporting, section 10). Any testing area over 40 ug/ft<sup>2</sup> will be deemed contaminated.
- c) Consulting (including risk assessment)
  - d) Analysis Reports; see Reporting (Item 10) for details
  - e) Management planning
    - i) Abatement project design
    - ii) Abatement instruction
  - f) Laboratory testing services:
    - i) For air samples using PCM;
    - ii) For bulk samples using polarized light microscopy (PLM);
    - iii) Transmission Electron Microscopy (TEM) Services (either in-house or through another accredited laboratory).
    - iv) MI-OSHA.
  - g) Indoor air quality investigations
  - h) State of Michigan certified lead instruction training and associated materials.
  - i) Other occupational safety and health related services, as requested, such as:
    - i) Health and Safety Program development
    - ii) Health and Safety Program audit
    - iii) MI-OSHA compliance
- 3) Maintain and provide the following memberships and accreditations:
- a) The American Industrial Hygienists Association (AIHA), Proficiency Analytical Testing (PAT) Program
  - b) The National Voluntary Laboratory Accreditation Program (NVLAP) Bulk Sample Analysis Certification Program
  - c) An Inter-and Intra-Laboratory Quality Control Program per the 29 CFR 1926.1101 asbestos standard
  - d) Environmental Monitoring Laboratory Accreditation Program (EMLAP)

---

#### 4) Additional Service Requirements:

- a) For environmental emergencies, Contractor must contact Program Manager within 15 minutes via telephone, and then once onsite, contact within one hour via telephone.
- b) Likewise, for rush abatement projects, Contractor will be onsite overseeing a contractor within 12 hours from project assignment.
- c) Once the State makes any corrections to the preliminary reports, and forwards the corrected document to the Contractor, within seven (7) business days the Contractor must forward the State the final report for review and comment.

#### 5) Additional Terms and Conditions specific to this RFP

- a) Contractor assures that its license of registration to provide this service is current. Contractor agrees to provide the Agency with a photocopy of its license(s)/registration(s) upon request.
  - i) Contractor must comply with all laws, rules and regulations, including, but not limited to: Health, Safety and Fire Codes: All applicable fire, health, and safety codes and shall provide appropriate evidence of such compliance upon request by the Contract Compliance Inspector.
  - ii) 29 CFR Section 1926.1101, Asbestos, which regulates work practices for asbestos exposure in all work.

#### 6) Staffing

- a) Contractor Representative: **Robert C. Smith**
  - i) The Contractor must appoint one (1) individual to serve as the “Contractor Representative,” 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.
  - ii) The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning a new Contractor Representative.
  - iii) The Contractor Representative must respond to State inquiries within fifteen **(15)** minutes.
- b) Customer Service Toll-Free Number: The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8:00 am to 5:00 pm EST. **Contractor’s Toll Free Number 1-877-282-4756**
- c) Work Hours: The Contractor must provide Contract Activities during the State’s normal working hours Monday – Friday, 8:00 a.m. to 5:00 p.m. EST and possible night and weekend hours depending on the requirements of the project.
- d) Key Personnel: The Contractor must appoint one (1) Project Manager and relevant additional staff 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 fifteen (15) minutes.

i) Project Manager: **Ryan Rae**

- (1) This position must be filled by the prime Contractor; this position may not be subcontracted to another vendor.
- (2) Contractor must provide one (1) person to serve and fulfill this role, although this individual may also fulfill more than one role on assigned projects.
- (3) Minimum education and experience must include not less than either certification as Certified Industrial Hygienist (CIH) or as a Certified Safety Professional (CSP), with not less than two (2) years of professional experience managing, assigning or supervising other CIH’s, CSP’s, or PCM Analysts, and must also include not less than three (3) years of relevant field experience.

ii) Additional Staff: **(see key personnel table below)**

- (1) Bidders must include a description of all additional staff that will be assigned to fulfill the requirements of this Contract. Persons with appropriate State of Michigan certifications and under the direct oversight of a person with an appropriate Certification as Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP) must perform all services under this Contract.
- (2) PCM analysts must be trained according to the National Institute for Occupational Safety and Health (NIOSH) 582 course. Industrial hygiene technicians must be equipped and trained to analyze PCM samples on-site.
- (3) Inspectors, Management Planners, Project Designers, Project Administrators, and Instructors must be State of Michigan certified.
- (4) At least one Contractor staff member is required to be permanently located within 100 miles of the State Capital Complex in Lansing, Michigan.
  - (a) The State will not pay for travel unless a Contractor staff member has to travel more than 100 miles from the State Capital Complex in Lansing.
    - (i) Contractor reimbursement for travel expenses at the State rates in effect on the date of travel. The State rates are posted on the website located at:  
**[https://www.michigan.gov/dtmb/0,5552,7-358-82548\\_13132---,00.html](https://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html)**. aa.
    - (ii) The daily compensation and travel reimbursement will be processed and disbursed within 45 days of the work activity.
    - (iii) The per item compensation will be processed and disbursed within 45 days after the respective item receives a review and approval by



---

the Program Manager.

- (iv) It is expected that reimbursements will be processed once per month (as a batch) for all items approved the previous month.
- (b) All other Contractor staff must be available on site within 24 hours' notice.
- iii) 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.
- iv) Contractor will not remove any Key Personnel or the Contractor Representative from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel or the Contractor Representative without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel or the Contractor Representative 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 or the Contractor Representative'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"):
  - v) For the Unauthorized Removal of any Key Personnel or the Contractor Representative designated in the applicable Statement of Work, the credit amount will be \$25,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel or the Contractor Representative who is leaving for a period of at

- 
- least 30-calendar days before the Key Personnel's or the Contractor Representative's removal.
- vi) If Contractor fails to assign a replacement to shadow the removed Key Personnel or the Contractor Representative for at least 30-calendar days, in addition to the \$25,000.00 credit specified above, Contractor will credit the State \$833.33 per calendar day for each day of the 30-calendar day shadow period that the replacement Key Personnel or the Contractor Representative does not shadow the removed Key Personnel or the Contractor Representative, up to \$25,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30-calendar days of shadowing will not exceed **\$50,000.00 per individual.**
  - vii) 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.
- e) The Contractor must identify all Key Personnel that will be assigned to this contract in the table below which includes the following:
- i) Name and title of staff that will be designated as Key Personnel.
  - ii) Key Personnel years of experience in the current classification.
  - iii) 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.
  - iv) Identify if each Key Personnel is a direct, subcontract, or contract employee.
  - v) Identify each Key Personnel's percentage of work time devoted to this Contract.
  - vi) Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.

Name	Years of Experience in Current Classification	Role(s) & Responsibilities	Direct/ Subcontract/ Contract	% of Work Time *	Physical Location
Robert Smith	20	Area Manager/Contractor Representative	Direct	100	Novi, MI
Thomas Gormley	12	Certified Industrial Hygienist	Direct	100	Novi, MI / Indianapolis/IN
Martin Gamble	25	Department Manager / Building Sciences/Project Designer	Direct	100	Novi, MI
Ryan Rae	10	Project Manager/Building Sciences	Direct	100	Novi, MI
Michael Hauswirth	20	Health and Safety/IAQ Project Manager/Mgmt Planner	Direct	100	Novi, MI
Charlie Gheen	15	Industrial Hygienist/Inspector/Air Monitor	Direct	100	Novi, MI
Kevin Klais	25	Industrial Hygienist/Inspector/Air Monitor/Lead Inspector	Direct	100	Novi, MI
Dawn Winther	20	Industrial Hygienist/Inspector/Air Monitor/Lead Inspector	Direct	100	Novi, MI
Haydel LeCesne	20	Industrial Hygienist/Inspector/Air Monitor/Lead Inspector	Direct	100	Novi, MI
Kandy Peters	3	Industrial Hygienist/Inspector/Air Monitor	Direct	100	Novi, MI
Joe Seibert	10	Industrial Hygienist/Inspector/Air Monitor	Direct	100	Novi, MI
Kim Johnson	20	Industrial Hygienist/Inspector/Air Monitor	Direct	100	Novi, MI
Terry Hossien	2	Industrial Hygienist/Inspector/Air Monitor	Direct	100	Novi, MI

- f) Organizational Chart: The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.

**State of Michigan**

**Contractor Representative**  
 Robert Smith

**Project Manager**  
 Tom Gormley CIH, CSP

<p style="text-align: center;"><b><u>Asbestos Inspectors</u></b></p> <p>Martin Gamble                  Michael Hauswirth                  Kevin Klais                  Charlie Gheen                  Ryan Rae</p> <p>Dawn Winther                  Haydel LeCesne                  Kandy Peters                  Kim Johnson                  Joseph Seibert</p>	<p style="text-align: center;"><b><u>Asbestos Air Monitors, PCM Analysts &amp; Contractor Supervisors</u></b></p> <p>Michael Hauswirth                  Kevin Klais                  Charlie Gheen                  Ryan Rae</p> <p>Dawn Winther                  Haydel LeCesne                  Kandy Peters                  Kim Johnson                  Joseph Seibert                  Terry Hossien</p>	<p style="text-align: center;"><b><u>Lead Inspector/Risk Assessors</u></b></p> <p>Kevin Klais                  Dawn Winther                  Haydel LeCesne                  Kim Johnson</p>	<p style="text-align: center;"><b><u>Indoor Air Quality &amp; Mold Assessments/ Mitigation Planners</u></b></p> <p>Michael Hauswirth                  Ryan Rae</p>	<p style="text-align: center;"><b><u>Asbestos Project Designer/ Management Planners</u></b></p> <p>Martin Gamble                  Mike Hauswirth</p>	<p style="text-align: center;"><b><u>Trainers</u></b></p> <p>Michael Hauswirth                  Ryan Rae                  Robert Smith                  Tom Gormley</p>
---	--	--	--	--	---

- g) Disclosure of Subcontractors: If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:
- i) 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.
  - ii) The relationship of the subcontractor to the Contractor.
  - iii) Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
  - iv) A complete description of the Contract Activities that will be performed or

---

provided by the subcontractor.

v) Contractor Response:

- (1) Contractor intends to perform all the industrial hygiene services specified in the RFP (including on- site PCM analysis) with in house personnel with the exception of the laboratory analysis listed below which will be subcontracted:
  - (a) APEX Research Inc. laboratory (APEX) will be utilized for PLM analysis of suspect asbestos containing bulk samples. APEX is a NVLAP certified laboratory, located at 11054 Hi Tech Drive in Whitmore Lake, Michigan 48189. Contractor has utilized APEX to perform PLM analysis for approximately 25 years.
  - (b) Accurate Analytical Testing LLC (Accurate) will be utilized for lead analysis of: wipe; paint chip; and soil samples. Accurate is an AIHA LAP accredited laboratory, located at 30105 Beverly Road in Romulus Michigan, 48174. Contractor has utilized Accurate to perform Lead analysis for approximately 15 years.
  - (c) IMS Laboratory (IMS) will be utilized for Microbial and Radon Analysis. IMS is a AIHA-LAP and NVLAP accredited/certified laboratory, located at 3130 Old Farm Lane. Suite I in Commerce Twp., Michigan 48390. Contractor has utilized IMS to perform Microbial Growth analysis for approximately 25 years.
  - (d) EMSL Analytical Inc (EMSL) will be utilized for TEM analysis. EMSL is a NVLAP certified laboratory located at 212 South Wagner Road in Ann Arbor, Michigan 48103. Contractor has utilized EMSL to perform TEM analysis for approximately 25 years.
  - (e) Galson Laboratory (Galson) will be utilized for specialized industrial hygiene air analysis including, but not limited to: dust/respirable dust, silica, formaldehyde, and other organic and non-organic chemicals and compounds often associated with new construction/renovation projects, LEED, and/or "Sick Building Syndrome". Galsons is AIHA-LAP accredited and is located at 6601 Kirkville Road, East Syracuse, New York 13057. Contractor has utilized Galson for specialized industrial hygiene analysis for approximately 15 years.
- (2) The price of subcontracted work in relation to the total contract cost is dependent on the type and quantity of laboratory analysis, services required.

---

## 7) Security:

### a) General:

- i) The Contractor will be subject the following security procedures: Background checks (types, covered timeframe, and required documentation), clearly identifying uniforms, signing security forms, attending security training etc.
- ii) The Contractor must explain any additional security measures in place to ensure the security of State facilities. The State may require the Contractor's personnel to wear State issued identification badges.
- iii) The Contractor's staff may be required to make deliveries to or enter State facilities. The Contractor must: (a) explain how it intends to ensure the security of State facilities, (b) whether it uses uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks.

### b) Michigan Department of Corrections (MDOC) Security Requirements:

- i) The Contractor/subcontractor and any staff assigned to this contract will be subject to the following security procedures:
  - A. No active warrants or pending charges on any staff assigned to this contract.
  - B. Not under investigation or under disciplinary action of the Michigan Department of Licensing and Regulatory Affairs.
  - C. Has not engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution as defined in 42 **U.S.C. 1997**.
  - D. Has not been convicted of engaging in, attempting to engage in or conspiracy to engage in sexual activity facilitated by force, overt or implied threats of force or coercion, or if the victim did not consent or was unable to consent or refuse.
  - E. Has not been civilly or administratively adjudicated to have engaged in the activity described in Number E. above.
  - F. The MDOC may investigate the Contractor/subcontractor's personnel before they may have access to MDOC facilities and systems. The scope of the background check is at the discretion of the MDOC and the results will be used to determine Contractor/Subcontractor's personnel eligibility for working within MDOC facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and the Law Enforcement Information Network (LEIN) and may include the National Crime Information Center (NCIC). Proposed Contractor/subcontractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Fingerprint Check. Any request for background checks will be

---

initiated by the MDOC and will be reasonably related to the type of work requested.

- G. The Contractor/subcontractor's personnel must be LEIN cleared and received written approval from the MDOC's Program Manager and Contract Manager initially and annually by MDOC prior to any work with MDOC offenders. Any Contractor/subcontractor staff with an identified felony conviction must receive approval through the MDOC Deputy Director or designee.
- H. A completed LEIN Information Form for each staff assigned to the contract must be sent to the MDOC-IntegratedCare-LEINS@michigan.gov and approved by MDOC prior to Contractor/subcontractor's personnel working with MDOC offenders and annually following approval. There is no cost associated with the LEIN. The LEIN form will be provided to the Contract awardee(s).
- I. The Contractor/subcontractor must document if a Contractor/subcontractor's personnel assigned to the Contract is related to or acquainted with an offender incarcerated and under the jurisdiction of the MDOC. For Contractor/subcontractor's personnel who are related to or acquainted with an offender, the Contractor/subcontractor's staff member must complete the Offender Contact Exception Request (CAJ-202) and submit it to the MDOC Program Manager or designee. The Contractor must ensure its personnel and subcontractor's personnel complete the form and notify the MDOC Program Manager of any changes throughout the contract term.
- J. The Contractor/subcontractor's personnel will be required to enter State facilities. The State may require the Contractor/subcontractor's personnel to wear State-issued identification badges.
- K. The Contractor/subcontractor's personnel must anticipate delays when visiting any correctional facility due to issues within the facility.
- L. The Contractor/subcontractor's personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. See [http://www.michigan.gov/dtmb/0,4568,7-150-56355\\_56579\\_56755---,00.html](http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html). Contractor/subcontractor personnel must also agree to the State's security and acceptable use policies before the Contractor/subcontractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to prospective Contractor/subcontractor personnel before the Contractor/subcontractor presents the individual to the State as a proposed resource. Contractor/subcontractor personnel must comply with all physical security procedures in place within the facilities where they are working.
- M. The MDOC reserves the right to deny access to any correctional facility to

---

anyone who fails to comply with any applicable State, Federal, or local law, ordinance or regulation or whose presence may compromise the security of the facility, its offenders, or staff. Weapons, alcoholic beverages, poison, and prescription drugs and controlled substances without written certification of needs from a licensed physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities. Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy. Wardens may prohibit other items from being brought into their respective correctional facilities.

- N. Security is the facility's first priority and the Contractor/subcontractor and its personnel must be responsive and respectful of these needs.
- O. The Contractor/subcontractor and its personnel must comply with and cooperate with all correctional facility rules, procedures and processes as well as State and federal laws. Contractor/subcontractor personnel must ensure that they are complying with all facility rules and regulations including, but not limited to, dress code and items allowed to be possessed.
- P. The Contractor/subcontractor personnel must follow the facility entry, exit, manifest process, including the following:
  - (1) The Contractor/subcontractor personnel will receive an orientation and training by the MDOC on security, procedures, etc., inside the correctional facility. The Contractor must maintain a copy of the Contractor/subcontractor personnel's training certificates in the appropriate file for auditing purposes.
  - (2) The Contractor/subcontractor personnel must follow all MDOC rules, procedures and security processes at all times.
  - (3) The Contractor must ensure that all Contractor/subcontractor personnel working in a correctional facility are familiar and in compliance with the necessary routines and increased awareness of working inside a facility. Working inside the facility requires that the Contractor/subcontractor personnel develop positive and cooperative relationships with MDOC facility staff.
  - (4) The Contractor/subcontractor personnel must report any concerns, issues, or rule violations to the MDOC facility staff immediately.
  - (5) The Contractor/subcontractor personnel must use the MDOC facility staff as a resource for questions and guidance working with prisoners and inside a correctional facility.
  - (6) The Contractor/subcontractor personnel must defer to MDOC correctional facility staff for directions. The Contractor/subcontractor personnel must remember they are a guest in the facility and that



---

security is the first priority of the facility.

- ii) Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15601
  - (1) The Contractor and the Contractor Personnel shall comply with the Final Rule implementing PREA, all applicable PREA standards and the agency's policies. The Contractor and Contractor Personnel shall make itself familiar with and at all times shall observe and comply with all PREA regulations that in any manner affect the performance under this Contract. Failure to comply with the PREA standards and related polices of the MDOC will be considered a breach of contract and may result in termination of the contract.
  - (2) Contract Personnel who may have contact with prisoners must complete PREA training Program A - Correctional Facilities Administration (CFA) Security Regulations (Schedule A-2) prior to entrance in any MDOC Facility. Upon completion, Contractor Personnel shall submit a signed memorandum to the Contract Administrator documenting completion of the training and date of completion.
  - (3) As is deemed necessary, the MDOC Contract Monitor or Program Manager will provide the Contractor with current copies of all PREA documents via email. Any revisions to the documents will be emailed to the Contractor throughout the Contract period, and the Contractor must comply with all documentation provided.
- c) Michigan State Police (MSP) Security Requirements:
  - i) Under the FBI CJIS policy, all personnel accessing criminal justice information systems or facilities are required to pass a fingerprint-based background check. Any criminal convictions may result in the vendor or their employee(s) being refused access to the facility.
  - ii) 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.

---

d) State of Michigan Executive Offices Security Requirements:

- i) Any employee of the Contractor, or subcontractor, or anyone performing work in offices of the Governor are required to successfully pass a Michigan State Police background investigation. The investigations are coordinated with the Executive Protection Detail Commander.

8) Project Management

- a) The Contractor will carry out this project under the direction and control of the Program Manager. Within 5 calendar days of the Effective Date, the Contractor must submit the Contractor's organizational chart with names and titles of personnel assigned to the project, which must align with the staffing stated in accepted proposals.
- b) Although there will be continuous liaison with the Contractor staff, the Contractor's Project Manager will meet annually as a minimum, or as requested by the State's Program Manager, for the purpose of reviewing various project assignments and reviewing the Contractor's progress and response in providing necessary guidance to the cleaning (abatement) contractor(s).
- c) Standard Protocols describing the industrial hygiene services and laboratory analyses, including appropriate laboratory accreditation of any subcontract laboratories, must be followed.

9) Meetings: The Contractor must attend the following meetings:

- a) Kick-off meeting within 30-calendar days of the Effective Date.
- b) Annual Project Management Meeting; the Contractor's Project Manager will meet annually as a minimum, or as requested by the State's Program Manager, for the purpose of reviewing various project assignments and reviewing the Contractor's progress and response in providing necessary guidance to the cleaning (abatement) contractor(s).
- c) The State may request other meetings, as it deems appropriate.

10) Reporting: The Contractor must provide comprehensive reporting to the Program Manager as follows:

- d) Analysis Report, within seven (7) business days to include:
  - i) Sample results by layer-sample description
  - ii) Inspector's description of homogeneous material, if necessary
  - iii) Analyst's description of color, morphology
  - iv) Sample Location
  - v) Asbestos content
  - vi) Asbestos type
  - vii) Percentage and description of non-asbestos fiber(s)

- 
- viii) Amount of non-fibrous material
  - ix) Specific analysis method
  - x) Other information as requested by the Program Manager
  - e) Field Service Report, within seven (7) business days:
    - i) Provide the Program Manager with a field service report after each site visit by the Contractor's field representative / staff, documenting all work completed.
    - ii) Field service reports shall be submitted for all environmental testing projects, which may include but are not limited to such projects as: air quality investigation and testing; asbestos investigation and testing; mold investigation and testing; etc.
  - f) Annual Summary Report: Provide a summary report detailing an annual or multi-year service history for each type of service, to be provided within fourteen (14) business upon request of the Program Manager.

## 11)Pricing

- a. Price Term: Pricing is firm for the entire length of the Contract.
- b. Price Changes:
  - i. 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.
  - ii. 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.
  - iii. 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.

## 12)Ordering

- a. Authorizing Document: The appropriate authorizing document for the Contract will be a purchase order or a (DO) Delivery Order (the State's version of a "Purchase Order"), and a (MA) Master Agreement number.

## 13)Invoice, Acceptance and Payment

- a. Invoice Requirements: All invoices submitted to the State must include: (a) date; (b) delivery order (or purchase order) number; (c) quantity; (d) description of the

Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

b. Acceptance: The State will use the following criteria to determine acceptance of the Contract Activities. The State Program Manager shall have the opportunity to review the reports, defined in the Reporting section to determine if:

- i. Errors are noted in the draft or,
- ii. The State does not agree with facts in the report,
- iii. Additional adjustments or clarifications are needed in the report.

c. Payment Methods: The State will make payment for Contract Activities by EFT.

14) Service-Level Agreements (SLAs)

d. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.

e. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.

SLA Metric 1. Professional Membership and Accreditations	
<b>Definition and Purpose</b>	Schedule A, Item 3, requires the Contractor to maintain a series of memberships and accreditations during the entire term of the resulting agreement and any renewal periods. This is to ensure the Contractor is up-to-date on the latest policies, practices, etc.
<b>Acceptable Standard</b>	<p>Schedule A, Item 3, reads:</p> <p>3) Maintain and provide the following memberships and accreditations:</p> <ul style="list-style-type: none"> <li>a) The American Industrial Hygienists Association (AIHA), Proficiency Analytical Testing (PAT) Program</li> <li>b) The National Voluntary Laboratory Accreditation Program (NVLAP) Bulk Sample Analysis Certification Program</li> <li>c) An Inter-and Intra-Laboratory Quality Control Program per the 29 CFR 1926.1101 asbestos standard</li> <li>d) Environmental Monitoring Laboratory Accreditation Program (EMLAP)</li> </ul> <p><b>The acceptable standard is 100% compliance.</b></p>
<b>Credit Due for Failing to Meet the</b>	1. \$100.00 may be assessed for each of the first five occurrences of non-compliance for any or all of the above, in a given calendar year.

**SLA Metric 1. Professional Membership and Accreditations**

<p><b>Service Level Agreements</b></p>	<p>2. \$500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter for any or all of the above, in a given calendar year.</p> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>
--	---

**SLA Metric 2. Additional Service Requirements**

<p><b>Definition and Purpose</b></p>	<p>Schedule A, item 4, outlines various time-based service requirements necessary for the management of the services within the RFP.</p>
<p><b>Acceptable Standard</b></p>	<p>Schedule A, Item 4, reads:</p> <p><b>4) Additional Service Requirements:</b></p> <p><b>a)</b> For environmental emergencies, Contractor will contact Program Manager within 15 minutes via telephone, and then once onsite, contact within one hour via telephone.</p> <p><b>b)</b> Likewise, for rush abatement projects, Contractor will be onsite overseeing a contractor within 12 hours from project assignment.</p> <p><b>c)</b> Once the State makes any corrections to the preliminary reports, and forwards the corrected document to the Contractor, within seven (7) business days the Contractor must forward the State the final report for review and comment.</p>

SLA Metric 2. Additional Service Requirements	
	<p><b>The acceptable standard is 100% compliance.</b></p>
<p><b>Credit Due for Failing to Meet the Service Level Agreements</b></p>	<ol style="list-style-type: none"> <li>1. \$100.00 may be assessed for each of the first five occurrences of non-compliance for any or all of the above, in a given calendar year.</li> <li>2. \$500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter for any or all of the above, in a given calendar year.</li> </ol> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

SLA Metric 3. Additional Terms Specific to this RFP	
<p><b>Definition and Purpose</b></p>	<p>Schedule A, Item 5, includes language about licenses and relevant laws/regulations pursuant to the work in the RFP. It is critical that the Contractor maintain their licensing and ensures that all laws, etc. are abided by.</p>
<p><b>Acceptable Standard</b></p>	<p>Schedule A, Item 5, reads:</p> <ol style="list-style-type: none"> <li>5) Additional Terms and Conditions specific to this RFP                             <ol style="list-style-type: none"> <li>a) Contractor assures that its license of registration to provide this service is current. Contractor agrees to provide the Agency with a photocopy of its license(s)/registration(s) upon request.</li> </ol> </li> </ol>

<b>SLA Metric 3. Additional Terms Specific to this RFP</b>	
	<p><b>b)</b> Contractor shall comply with all laws, rules and regulations, including, but not limited to:</p> <ul style="list-style-type: none"> <li><b>i)</b> Health, Safety and Fire Codes: All applicable fire, health, and safety codes and shall provide appropriate evidence of such compliance upon request by the Contract Compliance Inspector.</li> <li><b>ii)</b> 29 CFR Section 1926.1101, Asbestos, which regulates work practices for asbestos exposure in all work.</li> </ul> <p><b>The acceptable standard is 100% compliance.</b></p>
<b>Credit Due for Failing to Meet the Service Level Agreements</b>	<ol style="list-style-type: none"> <li>1. \$500.00 may be assessed for each of the first five occurrences of non-compliance for any or all of the above, in a given calendar year.</li> <li>2. \$1,000.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter for any or all of the above, in a given calendar year.</li> </ol> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

# SCHEDULE B - PRICING

## Industrial Hygiene Consultant and Management Services

Quick payment terms: 5% discount off invoice if paid within 30 days after receipt of invoice.

SERVICE	DESCRIPTION	RATE	Per
<b>1. Sample Analysis:</b>			
	PLM 24-hours	\$ 10	Sample/Test
	PLM 12-hours	\$ 12	Sample/Test
	PLM 05-calendar days	\$ 7	Sample/Test
	PCM 24-hours	\$ 6	Sample/Test
	PCM 12-hours	\$ 15	Sample/Test
	PCM 05-calendar days	\$ 5	Sample/Test
	TEM 24-hours	\$ 65	Sample/Test
	TEM 12-hours	\$ 80	Sample/Test
	TEM 05-calendar days	\$ 55	Sample/Test

SERVICE	DESCRIPTION	RATE	Per
<b>2. Asbestos Management:</b>			
	Inspection-Standard	\$ 35	Hour
	Inspection-Weekday Premium	\$ 45	Hour
	Inspection-Weekend / Holiday	\$ 55	Hour
	Management Planning-Standard	\$ 50	Hour
	Management Planning-Weekday Premium	\$ 70	Hour
	Management Planning-Weekend / Holiday	\$ 80	Hour



SERVICE	DESCRIPTION	RATE	Per
<b>2. Asbestos Management:</b>			
	Air Monitoring / Management-Standard	\$ 35	Hour
	Air Monitoring / Management-Weekday Premium	\$ 45	Hour
	Air Monitoring / Management-Weekend / Holiday	\$ 55	Hour
	Project Design-Standard	\$ 60	Hour
	Project Design-Weekday Premium	\$ 70	Hour
	Project Design-Weekend / Holiday	\$ 80	Hour
	Asbestos Instruction-Standard	\$ 60	Hour
	Asbestos Instruction-Weekday Premium	\$ 70	Hour
	Asbestos Instruction-Weekend / Holiday	\$ 80	Hour

SERVICE	DESCRIPTION	RATE	Per
<b>3. Environmental Services</b>			
	Indoor Air Quality Investigations	\$ 55	Hour
	Mold Investigations	\$ 55	Hour
	Mold Spore-Trap Sampling	\$ 40	Sample/Test
	Viable Mold Sampling	\$ 50	Sample/Test
	General Industrial Hygiene Investigations	\$ 55	Hour
	Lead Wipe Sampling	\$ 8	Sample/Test
	Lead Inspection	\$ 50	Hour
	Lead Risk Assessment	\$ 50	Hour
	Lead Abatement Project	\$ 50	Hour
	State of Michigan Certified Lead Instruction*	\$ 200	Person/Class (or Session)
	OSH related services	\$ 65	Hour

SERVICE	DESCRIPTION	RATE	Per
<b>3. Environmental Services</b>			
	Senior Analyst / Project Management	\$ 95	Hour
<b>4. Mobilization Fees</b>			
	Mobilization/ De-Mobilization fee (Lansing area projects)	\$ 0	Per Project
	Mobilization/ De-Mobilization fee (Out state facilities)	\$ 75	Per Project

\* Rates for State of Michigan Certified Lead Instructor are for Initial Lead Worker Training (3 training days)