Contract Change Notice

State of Michigan Procurement
Department of Transportation

425 West Ottawa Street, Lansing, MI 48933
P.O. Box 30050, Lansing, MI 48909

Change Notice Number 2
to
Contract Number 230000000064

Contractor	State	
Brightview Acquisition Holding, Inc. dba Brightview Landscape	**Program Manager**	
125 E. Columbia	Mohamed Beydoun	MDOT MTSC
Pontiac, MI 48340	517-242-9532	
VS0087196	BeydounM@michigan.gov	
Contract Administrator	**Contract Administrator**	
Jason Lewis	Ruth Thole	MDOT CSD
269-207-4757	517-335-4972	
Jason.Lewis@brightview.com	TholeR@michigan.gov	

Contract Summary
Winter Maintenance Services for M-3 (Gratiot Ave) in Roseville, Macomb County

Initial Effective Date	Initial Expiration Date	Initial Options Available	Expiration Date Before Change(s) Noted Below
November 30, 2022	November 29, 2025	2; 1-Year	November 29, 2026

Payment Terms	Delivery Timeframe
Net 45	

Alternate Payment Options	Extended Purchasing
N/A	No

Minimum Delivery Requirements

Description of Change Notice

Option	Length of Option	Extension	Length of Extension	Revised Exp. Date
Yes	1 Year	No		November 29, 2027

Current Value	Value of Change Notice	Estimated Aggregate Contract Value
$1,138,999.00	$200,000.00	$1,338,999.00

Change Notice Summary

Effective October 1,2026, the following changes are made to this Contract:

1. The second, final option year is exercised, and the contract expiration date is revised to November 29, 2027.
2. The contract value is increased $200,000.00 to cover services during the option year.
3. The State's Contract Administrator is changed to Ruth Thole.
4. The Contractor's Contract Administrator is changed to Jason Lewis.

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

STATE OF MICHIGAN PROCUREMENT

Michigan Department of Transportation
425 W. Ottawa, Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **591M230000000064**

CONTRACTOR	
	Brightview Acquisition Holding, Inc. dba Brightview Landscape
	125 E. Columbia
	Pontiac. MI 48340
	Peter Hafer
	215-512-3931
	Peter.Hafer@brightview.com

STATE			
	Program Manager	Mohamed Beydoun	MDOT
		517-242-9532	
		BeydounM@michigan.gov	
	Contract Administrator	ReChelle Kendrick	MDOT
		517-335-5905	
		KendrickR1@Michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Winter Maintenance Services for M-43 (Gratiot Ave.) in Roseville, Macomb County, Michigan Department of Transportation (MDOT)			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
November 30, 2022	November 29, 2025	2-one-year options	November 29, 2025
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☒	1 year	☐		November 29, 2026
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$838,999.00	$300,000.00		$1,138,999.00	

DESCRIPTION: Upon execution, this Contract is exercising one option year and price increases by $300,000.00. The original Contract was based on low bid, with the original contract value determined by estimated need.

The Contract Administrator has been changed to ReChelle Kendrick.
The Program Manager has been changed to Mohamed Beydoun.

Per contractor and agency agreement and State Administrative Board approval on 11/4/25.

All other terms, conditions, and specifications remain the same.

SCHEDULE B PRICING

Contract No. 591M230000000064
Winter Maintenance Services for M-3 (Gratiot Ave) in Roseville, Macomb County

DESCRIPTION OF SERVICES	UNIT OF MEASURE	TOTAL PRICE Amount
Winter Maintenance for M-3 (Gratiot Ave) within the City of Roseville in Macomb County (Oct-Apr)	MONTH	**$253,032.96**
Optional Winter Maintenance for arterial State Trunklines, ramps, crossovers, and turnarounds in Macomb County	HOUR	**$46,967.04**

Quantities are estimates only.

STATE OF MICHIGAN PROCUREMENT

Department of Transportation
425 West Ottawa Street, Lansing, MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **591M230000000064**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	
	Brightview Acquisition Holding, Inc.
	125 E. Columbia Ave
	Pontiac, MI 48340
	Ryan O'Neil
	248-508-3397
	Ryan.oneil@brightview.com

STATE			
	Program Manager	Ahmad Azmoudeh	MDOT
		248-431-4749	
		AzmoudehA@michigan.gov	
	Contract Administrator	Terry Harris	MDOT
		517-249-0870	
		Harrist@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Winter Maintenance Services for M-43 (Gratiot Ave) in Roseville, Macomb County, Michigan Department of Transportation (MDOT)			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
November 30, 2022	November 29, 2025	2-one-year options	
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Payment Request (PRC) ☒ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
The Contract Agreement is awarded on the basis of the inquiry bearing the solicitation number 220000003100			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			$838,999.00

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Brightview Acquisition Holding, Inc. ("**Contractor**"), a Michigan Company. This Contract is effective on November 30, 2022 ("**Effective Date**"), and unless terminated, expires on November 29, 2025.

This is a three (3) year Contract may be renewed for up to two (2) additional one-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 unless otherwise specified in a Statement of Work.

   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.

STANDARD CONTRACT TERMS

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

If to State:	If to Contractor:
Terry Harris 425 W. Ottawa Street Lansing, MI 48909 HarrisT@michigan.gov (517) 335-2507	Ryan O'Neil 125 E. Columbia Ave. Pontiac, MI 48340 Ryan.oneil@brightview.com (248) 508-3397

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

State:	Contractor:
Terry Harris 425 W. Ottawa Street Lansing, MI 48909 HarrisT@michigan.gov (517) 335-2507	Ryan O'Neil 125 E. Columbia Ave. Pontiac, MI 48340 Ryan.oneil@brightview.com (248) 508-3397

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:
Ahmad Azmoudeh 26170 21 Mile Rd Chesterfield Township, MI 48051 AzmoudehA@michigan.gov 248-431-4749	Ryan O'Neil 125 E. Columbia Ave. Pontiac, MI 48340 Ryan.oneil@brightview.com (248) 508-3397

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

STANDARD CONTRACT TERMS

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

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

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

notify the Contract Administrator within five (5) business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

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

7. **Reserved**

8. **Reserved**

9. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

10. **Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

11. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

12. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

STANDARD CONTRACT TERMS

13. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

14. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

15. **Change of Control.** Contractor will notify 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.

16. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.

17. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material

deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 24, Termination for Cause.

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

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

18. **Reserved.**

19. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

20. **Reserved**

21. **Invoices and Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities provided as specified in a Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any

other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract. any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

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

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

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

22. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will

be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

23. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

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

    (b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contactor for Contract Activities accepted by the State under this Contract or (ii) 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 **Error! Reference source not found.**, 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. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. The Contractor must pay all reasonable costs incurred by the State in terminating this

STANDARD CONTRACT TERMS

Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources

25. **Termination for Convenience**. The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

26. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **90** calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) 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 (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

27. **Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take 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 the Contractor by any entity, agent, vendor, or employee of the State.

28. **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

STANDARD CONTRACT TERMS

Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

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

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

29. **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.

30. **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**

STANDARD CONTRACT TERMS

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.

31. **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.

32. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.

33. **Reserved**

34. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

    a. **Meaning of Confidential Information**. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; 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.

35. **Reserved**

36. **Reserved**

37. **Reserved**

38. **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.

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

(f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes;(h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.

40. **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.

41. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

42. **Reserved.**

43. **Reserved**

44. **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.

45. **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.

STANDARD CONTRACT TERMS

46. **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.

47. **Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

48. **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.

49. **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.

50. **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.

STANDARD CONTRACT TERMS

51. 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:

Document Title	Document Description
Schedule A	State of Work
Schedule B	Pricing
Attachment	Aerial Image Map

52. 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.

53. 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.

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

55. Survival. Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

STANDARD CONTRACT TERMS

56. 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.

STATE OF MICHIGAN
PROCUREMENT

Michigan.gov/MiProcurement

Contract No.230000000064

Winter Maintenance Services for M-3 (Gratiot Ave) in Roseville, Macomb County

BACKGROUND

Michigan Department of Transportation (MDOT) is requesting winter maintenance services on State trunklines M-3 within the City of Roseville, Macomb County. The purpose of this contract is to maintain the state trunklines per MDOT specifications and standards as set forth in the Contract.

SCOPE

The Contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform the winter maintenance services. The required objective is to maintain the roadways in a manner that maintains bare pavement which is always salted and plowed for motoring public during a Winter Event.

1. Requirements

1.1. General Requirements

All conditions that are considered, or causing, a hazard shall be addressed immediately by the Contractor upon detection or when made aware utilizing Weather Information or contact by the MDOT Program Manager. The Contractor is responsible to use all available resources to assess weather conditions and make decisions and direct actions that maintain the highways and lots as safe as possible during and after Winter Events. The Contractor may offer an alternate bid that varies from the specifications. An alternate bid must clearly describe all variances from the specifications and the proposal must include descriptive literature that contains complete specifications, if available.

WINTER SEASON TRUNKLINE MAINTENANCE

The Contractor is required to patrol, perform physical evaluation, and document the condition of the roadway during the Winter Season and Winter Events on M-3 (Gratiot Ave) trunkline within the City of Roseville.

The Contractor will patrol with the following frequency:

No indication of a Winter Event with ambient temperatures above 32 degrees and rising: Once per week

No indication of a Winter Event with ambient temperatures 32 degrees and below: Once per day

At the start and during a Winter Event: Patrol once per hour

After a Winter Event: Once per day

The Contractor must begin winter maintenance as soon as there is detectable trace of ice or snow is present on the pavement surface and continue the de-icing and

snow removal operations until the wet pavement surface free of snow and ice is achieved.

The following dates identify the median for the first and last snowfall of 1 inch or more.

DATE: October 15 to April 15

These dates have been established from compiling data from years of experience and monitoring weather patterns.

Long-term forecasts shall be monitored to aide in deciding when equipment should be readied for unusually early and late storms including those outside the October 15 to April 15. Previous local history could also be obtained from the National Weather Service or other weather service providers to determine the beginning, ending and frequency of inclement weather conditions which require winter maintenance services.

EMERGENCY CALL-OUTS:

The Contractor shall have personnel and equipment available to respond to winter emergency situations including but not limited to freezing precipitation and/or snow accumulation, regardless of the time of day or the day of the week the emergency occurs. The responder(s) and equipment shall arrive at the scene of the emergency within one (1) hour of notification of the emergency call-out. An emergency call-out is defined as a condition of such a severity that life, property and/or public safety is endangered and requires immediate corrective action. The Contractor shall respond to emergency callouts from the Program Manager or designees as assigned by MDOT within one (1) hour of the initial call. The Contractor shall contact the Program Manager for authorization to respond if calls are received from citizens or local agencies (police, fire, etc.). The Contractor shall complete an emergency call-out report and submit it to the Program Manager within 24 hours of the incident to document the emergency and the actions taken to make the situation safe. The Contractor's submittal as bid shall be payment in full for all supervision, labor, equipment, materials, transportation, mobilization, and costs to operate equipment including fuel and repairs. Liquid deicer applied as part of emergency call-out is included in the contract's bid price and will not be paid separately.

CONTINUOUS OPERATION REQUIREMENT:

The Contractor shall provide a continuous operation 24 hours a day, seven days a week, when required to maintain provided levels of service on route. Performing maintenance or repairs to the Contractor's equipment or re-fueling equipment shall not cause interruptions. If this results in impacting the performance requirements and outcome targets, a Vendor Performance Form may be issued. Reoccurring and/or multiple Vendor Performance Forms may ultimately result in the cancellation of this Contract.

OPTIONAL TRUNKLINE WINTER MAINTENANCE

MDOT reserves the right to have the Contractor perform optional winter maintenance anywhere within Macomb County on arterial State Trunklines, ramps, and crossovers/turnarounds. The optional winter maintenance is intended to be performed on an as-needed basis, anytime at the direction of the MDOT Program Manager. The MDOT Program Manager shall provide the Contractor the location, limits of optional winter maintenance and allow 8 hours advance notice to proceed. An hourly quantity of optional winter maintenance has been set up in this contract to be used on as needed basis. The cost of labor, materials and one tandem and/or single axle plow truck to perform this operation is to be included in the unit price for Optional Trunkline winter maintenance. An eight (8) hour minimum will be given/paid when optional winter maintenance pay item is requested.

Note: This work is optional only as requested and directed by the MDOT Program Manager. Optional Quantities are not guaranteed. Quantity needed is to be decided by MDOT Program Manager or his/her designee at the time optional item is requested.

CRASH REPORTING:

Any crash shall be reported immediately by telephone to **SEMTOC at 313-965-0777**. In addition, the Contractor must promptly report, in writing, within 48 hours to program Manager, all crashes arising out of or in connection with the performance of the work, whether on or adjacent to the site, which cause death, personal injury, or property damage, giving full details and statements of witnesses.

WINTER EQUIPMENT:

All spreaders shall be equipped with an electronic control material spreading device. All liquid and granular spreaders shall be calibrated according to the manufacturer's recommendations on an annual basis. Each chemical spreader shall be equipped with appropriate flashing lights. The Contractor shall calibrate all spreaders to the manufacturer's recommendations prior to use on State trunk lines. The Contractor shall contact Program Manager to verify that all equipment has been calibrated correctly and provide a calibration sheet prior to start of each Winter Season.

The Contractor shall have a minimum of three (3) tandem axle salter/plow trucks available for snow removal and de-icing operations for M-3 (Gratiot Ave) within the City of Roseville, whenever there is an anticipated snow accumulation of 2-4 inches or less. If more than 4 inches total accumulation and/or 1 inch of snow and ice per hour are anticipated, one additional single/tandem axle dump truck shall be provided to keep up with additional plowing and perform echelon plowing. Each truck shall be equipped with a pre-wetting system. The salt must be sprayed with pumps, pump controls, nozzles, hoses, fast fill connections with 2-inch camlocks, wiring, and mounting harness. In addition, a check valve must be installed in the supply line to prevent the siphoning of liquid when the unit is not in operation. The liquid pre-wetting nozzles shall be mounted such that the spray reaches all the granular salt material as close to the rear chute as possible. The Contractor shall have all equipment fully

operational and insured. Failure to have each piece of equipment fully operational and insured may result in cancellation of this Contract.

The plow trucks for use in State Trunklines shall meet or exceed the following specifications:

Tandem Axle with A/R Suspension

a. Minimum 400 hp
b. 12,000 pounds front axle
c. 23000-40,000 pounds rear axles
d. 160 inches maximum wheelbase
e. Minimum 11-12 feet wide by 36 inches tall hydraulic underbody/front plow
f. Minimum 6-12 yards capacity salter/spreader
g. Computerized in-Ground Speed Controlled Salt Control
h. Minimum 11-12 feet wide by 36 inches tall hydraulic underbody/front plow
i. Pre-Wetting System-Minimum 120 Gallon
j. Minimum 10 yards capacity salter/spreader

Single axle WMT

k. 6cyl Diesel 310hp
l. 11’ Dump body
m. 11’ Slide-in Hopper
n. Rear cross auger/spinner
o. Pre-wet system
p. Ground speed-based salt delivery system
q. Front Axle GVW 18000
r. Rear axle GVW 23000
s. GVWR Capacity 41000
t. 187” wheelbase
u. Minimum 6 yards capacity salter/spreader

CONDITION OF WINTER EQUIPMENT:

All equipment shall be in proper operating condition for use and shall be less than 10 years old. It is understood that, when due to mechanical failure, any and all repairs and/or replacement of parts to said equipment is the responsibility of the Contractor. When equipment and an operator, or a service, is furnished by the Contractor, the Contractor is responsible for all maintenance, labor, materials, and other expenses involved.

WINTER MATERIALS:

a) Salt used for winter maintenance shall conform to ASTM D 632 and the MDOT specification for Sodium Chloride.
b) Liquid used for pre-wetting salt shall meet the MDOT specification for Agricultural biproducts for deicing.
c) Rock salt is to be applied at a maximum of 450 pounds/ 2 lane miles.

d) Dry rock salt application rates may be reduced by using pre-treated salt. Refer to the MDOT Winter Operations Guidelines for suggested application rates during various types of storms.
e) The Contractor shall have 1,000 tons of salt in storage within 2 miles of the State trunklines in the City of Roseville before the start date of this Contract and October 15 in subsequent years. The Contractor shall provide verification that they are able to procure an additional amount of at least 500 tons of salt during the winter. Salt must be stored indoor and meet all the DEQ requirements for salt storage which can be found at:

http://www.michigan.gov/documents/deq/deq-ess-p2tas-commercialsaltguidance_267027_7.pdf

COMMUNICATION EQUIPMENT:

All drivers, operators, and supervisors are required to have in their possession an appropriate communication between the driver, operator, supervisors and Program Manager or designee. Appropriate communications are defined as a functioning cellular phone as well as radio communications (other than citizen band).

Automated Vehicle Location (AVL) Requirements (Certain Activities)

A. The Contractor will incorporate automated vehicle location (AVL) capabilities on All Equipment used for winter maintenance activities.

B. The Contractor will be solely responsible for any and all costs associated with AVL.

C. If required AVL and associated sensory data are not reporting after the allowed remedy timeframe of 3 business days, then a **penalty of $100.00 per calendar day, per vehicle,** will be applied until all requested data is reporting again.

D. System Data Storage - The system must support at least 1 GB flash memory for storage of data over extended periods of power loss or 48 hours of observations whichever is greater.

E. Delayed Data Transmission - The system must provide Store and Forward capabilities capable of storing over 1 GB of information while out of cellular communications coverage and automatically forwarding the same when back in coverage. (System collects vehicle activity data and geo-stamp data and stores onboard until data can be securely transmitted to provide a detailed historical record of activity while in the field.)

F. GPS unit shall be satellite-based GPS with WAAS enhanced accuracy. There will be a 12-parallel channel, Wide Area Augmentation System (WAAS) enabled GPS receiver.

G. GPS receiver must be accurate to less than 2 meters.

H. The in-vehicle AVL unit shall be configured to start collecting data when the ignition is in the on position; continue throughout the work activity and terminate ten minutes after the ignition is returned to the off position.

I. The data transmitted by the AVL unit to the database must include the following near real- time as well as recorded historical information:

    1. Vehicle speed, direction, and location,
    2. Time and distance by each monitored sensor
    3. Stop time data.

J. The AVL control unit must be able to communicate with on-board equipment sensors installed on the vehicle to report their present status and changes to their status in real-time. The sensors, such as proximity switches, infrared, magnetic read switches, micro limit switches or equivalent must be able to communicate their present status to the equipment with necessary cabling connected to onboard equipment when required.

K. Cellular communications – Devices must always be able to retain cellular connection and transmit data across the entire county.

L. **Website –** AVL Data Management and Access – The AVL information collection, storage, and mapping website shall be designed, owned, and operated by the Contractor at a location of the Contractor's choice, outside of MDOT network and accessible to MDOT and other agencies via the internet, using a standard web-browser.

    1. The AVL website must have the ability to be in continuous operation 24 hours per day, 365 days per year and must be capable of handling year-end changes and daylight savings changes with no impact to the system. Data must be always on-line. Contractor must take precautions to prevent downtime.

2. MDOT shall be able to view the position of the Contractor's fleet vehicles at any point of time via a standard web browser on from a computer, tablet, and/or smartphone. The primary display shall be a map view of fleet vehicles and indicate the status of vehicles on when it last reported.

3. Each vehicle on the map should have a unique identifier, such as license plate.

4. The website must provide a minimum of the following mapping and reporting information:
   a) Last known asset location map view – fleet wide view. Location information should be provided in the form of a GPS latitude and longitude associated with the vehicle's location at the time of the report. Three or more decimals of accuracy are required.
   b) Vehicle Identifier - This should be an identifier that is unique to the organization from which the data is being collected.
   c) Dispatch map (full screen "live" view)
   d) Asset last location relative to home (pre-determined address)
   e) Last time asset reported in (e.g., "12/20/2021 3:43 AM EST" or "1-20-2019 9:43 UTC
   f) Last known location (individual asset map view)
   g) Historical trip report (individual asset map view)
   h) Raw data report showing exact data string as it was sent from spreader control (required for analyzing reports)
   i) Speed
   j) Operating during "off" hours
   k) Geo fence (in/out)

l) View Maintenance History/Update Maintenance Record

5. The map display shall be such that vehicle position and status automatically update on screen without any input form the end-user, additionally, end-users shall be able to view the status of monitored on-board vehicle equipment.

6. The website shall allow viewing of a vehicle in motion leaving tracks or “breadcrumbs” as it travels with arrow indicators for direction and showing all operations (GPS & Telematic data) as they occur including exact street location. Users shall be able to view the above-mentioned data for their entire fleet or select a specific vehicle(s) for a login session using a Filter Tool.

7. The website must have the capability to create, edit, and delete landmarks and/or geofences to be displayed on the map. In addition, the landmark/geofence shall be identified in the reports.

8. The website must have an easy ‘intuitive’ navigation sequence (i.e. navigator bar and/or tabs for easy access to various functional screens). Tools shall include but not be limited to:

    a. Map navigational tools (zoom in/out, center, pan, etc.).
    b. Automatic Vehicle Location Tool.
    c. Breadcrumbs.
    d. Filter Tool.
    e. Historical Data; and Reports.

9. System will have ability to report data collected from the AVL unit and all sensory inputs.

10. Reports shall be configured to select either a single vehicle or group of vehicles.

M. At no additional cost, the Contractor shall provide training related to the usage of the Contractor provided website for displaying AVL data and reporting functionality.

N. The Contractor will provide server space for all data collected as part of this Contract. Data older than 2 years may be archived; however, archived data must be available to MDOT within 2 business days of a request for the data.

O. All AVL data collected is the property of MDOT and shall be turned over to MDOT at the end of the Contract term.

P. **The Contractor is encouraged to utilize MDOT's AVL system.** Training on installation and use of this system will be offered by MDOT. The Contractor will need to contact MDOT's AVL vendor directly for equipment and pricing. The Contractor would still be responsible for installation of the AVL equipment. The information for MDOT-Parsons AVL System will be provided upon request by contacting program manager.

DAMAGE TO PRIVATE AND PUBLIC PROPERTY:
During winter maintenance operations, the Contractor must exercise due caution and care not to damage adjacent fences, shrubs, banks, hedges, poles, hydrants, mailboxes, etc. The Contractor shall be held financially responsible for all damages resulting from snow removal operations or damage while salting per MDOT 2020 Standard Specification for Construction.

FIRST RESPONDER
The Contractor agrees that this Contract will be their first priority in order to protect the health and safety of Michigan citizens.

SUPPLIES
The Contractor must supply all salt and use only such materials that are recommended and approved by the Program Manager.

A Materials Safety Data Sheet (MSDS) for each supply item must be available in each vehicle at all times.

The State reserves the right to accept or reject any items listed on the complete list of supplies. Contractor must immediately furnish an acceptable substitute for any item rejected by the State.

1.2. Transition Contract Execution:

A. Explain your Contract Execution.

B. Post-Contract Transition: Invoices must be sent within 45 days after expiration of contract. Any invoices received after 45 days will result in a non-payment of invoice.

1.3. Training

The Contractor must provide the following training:

The Contractor must explain its training capabilities and any training that is included in its proposal.

The Contractor must provide documentation and training materials.

2. Services Levels

2.1. Timeframes

All Contract Activities must be starting from the day of Contract execution through the end of the contract period. **Notices** section of the *Standard Contract Terms*.

2.2. Reserved.

3. Acceptance

3.1. Acceptance, Inspection and Testing

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

OUTCOME TARGETS

The Contractor shall ensure that the work performed under this Performance Requirement, meets or exceeds the Outcome Targets specified in this Performance Requirement.

Feature	Outcome Target
Trunkline Winter Event Activities	
Deployment for salting operations.	• 100% of the full winter complement of the assigned spreaders by patrol location shall be deployed no later than 1 hour after the start of a Winter Event on all State Routes as measured by mobile weather sensor and GPS units.
Deployment for plowing operations	• 100% of the full winter complement of the assigned Winter Vehicles excluding Spreaders by patrol location shall be deployed upon accumulation of 1 inch of snow or slush on the road surface on all State routes.
Winter Equipment utilization	• Providing continuous winter operations utilizing all Winter Vehicles assigned to each route until prescribed level of service has been achieved on all Routes
Salt application rates	• Applications of salt at or over the prescribed minimum application rates specified in this performance requirement 100% of the time, but not exceed the maximum application rate
Continuous plowing	• Continuous plowing to maintain the established level of service 100% of the time on State Routes.
Trunkline After the Winter Event	
Level of service	• Achieve Bare Pavement on all State routes within 8 hours after the End of the Winter Event. Bare pavement shall be wet with grip value of greater than 0.60

Feature	Outcome Target
Trunkline General	
Isolated Slippery Conditions	• Isolated Slippery Conditions Addressed Immediately 100% of the time
Reporting requirements	• All reporting requirements of this Contract is required to be submitted via email no later than 48 hours after each snow/ice events

OUTCOME TARGET INDICATORS

The State, at its discretion, will collect Outcome Target Indicators. The collection may consist of field observation. Additional data collection may be carried out if there is evidence of non-conformance, which may include a review of the Contractor's records, plans and actions taken.

The Outcome Target Indicators that the State collects will be shared with the Contractor and will be the only indicators used to apply consequences for non-conformance.

CONFORMANCE TO THE OUTCOME TARGETS

Upon completing the collection of the Outcome Target Indicators, the State will assess Conformance or Non-Conformance to the Outcome Targets.

The State will select the Outcome Target Indicators to use in determining Conformance. The assessment, however, will include consideration for events that are beyond the control of the Contractor. The State will examine all relevant factors involved with the situation including the Contractor's rationale as to why the situation occurred.

If after completing the collection of the Outcome Target Indicators, assessing all the relevant data, including data provided by the Contractor; a non-conformance is determined, a vendor performance may be issued to the Contractor for features that do not conform to the Outcome Targets.

CONSEQUENCES FOR NON-CONFORMANCE – SERVICE LEVEL AGREEMENTS

The Contractor shall be responsible for all specified consequences for any non-conformance to the Outcome Targets, in the table of Service Level Agreements.

Each feature has a corresponding consequence for non-conformance. The initial consequence is usually assessed immediately for any non-conformance to any of the Outcome Targets based on the Outcome Target Indicators collected. The subsequent consequence in most cases is to ensure that non-conformance ceases, and action is taken on the initial non-conformance.

The following table details the consequences for non-conformance to the Outcome Targets.

Feature	Consequences for Non-Conformance	
	Initial	**Subsequent**
Trunkline Winter Event Activities		
Failure to deploy the full complement of winter maintenance trucks operating on all snow routes within one (1) hour of the start of a Winter Event	• $500 per route per occurrence	• $100 for each additional 15 minutes or portion thereof beyond 45 minutes of the Start of a Winter Event until 100% of the Winter Season spreaders on the assigned route is deployed
Trunkline After the Winter Event		
Failure to achieve bare pavement within four (4) hours of the end of a Winter Event.	• $200 per route per occurrence	• $100 for each hour or portion thereof until bare pavement is a achieved
Trunkline General		
Isolated Slippery Conditions	• $200 per occurrence after 2 hours of being notified	• $100 for every 30 minutes or portion thereof beyond the initial 2 hours until condition is addressed
Reporting Requirements and crash reporting required	• $100 per occurrence for information not submitted in prescribed time • $100 per occurrence of information not being Accurate and Complete	• $100 per subsequent week or portion thereof until submitted • None

3.2. Final Acceptance

The final acceptance will be based on meeting the criteria outlined on section 3.1, **Acceptance, Inspection and Testing and meeting outcome target.**

3.3. Contractor Representative

4. Staffing

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

The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning a new Contractor Representative.

4.1. Customer Service Toll-Free Number

The Contractor must specify its toll-free number (888) 557-8287 for the State to contact the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and 24/7 from October 15 through April 15.

4.2. Technical Support, Repairs and Maintenance

The Contractor must specify its toll-free number for the State to make contact with the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service 24/7 from October 15 through April 15.

4.3. Work Hours

The Contractor must provide and must be available to perform contract winter maintenance activities 24/7 from October 15 through April 15.

4.4. Key Personnel

The Contractor must appoint individuals who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within1 hour.

Contractor's Key Personnel must be on-site at M-3 (Gratiot Ave) during the following times: All winter events which requires the pavement surfaces to be treated for ice and snow.

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

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

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

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

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

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

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

A. The Contractor must identify all Key Personnel that will be assigned to this contract and include the following:

1. Name and title of staff that will be designated as Key Personnel.
2. Key Personnel years of experience in the current classification.
3. Identify which of the required key personnel positions they are fulfilling.
4. 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.
5. Identify if each Key Personnel is a direct, subcontract, or contract employee.

6. Identify if each Key Personnel staff member is employed full-time (FT), part-time (PT) or temporary (T), including consultants used for the purpose of providing information for the proposal.
7. List each Key Personnel staff member's length of employment or affiliation with the Contractor's organization.
8. Identify each Key Personnel's percentage of work time devoted to this Contract.
9. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.

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

Qualifications will be measured by education and experience with particular reference to experience on projects similar to that described in the RFP.

4.5. Organizational Chart

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

Ryan ONeil : Contract Lead
Ryan.oneil@brightview.com

(248) 508-3397

Genevieve Belanger : Administrative Lead
Genevieve.belanger@brightview.com

(519) 564-4614

Jim Pilarski : Operations Lead
James.pilarski@brightview.com

(548) 901-5504

4.6. Disclosure of Subcontractors

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

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

- **Geographically Disadvantaged Business Enterprise Sub-Contractors:**. If contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)

  GDBE definition: "Geographically-Disadvantaged Business Enterprise" means a person or entity that satisfies one or more of the following: (i) Is certified as a HUBZone Small Business Concern by the United States Small Business Administration. (ii) Has a principal place of business located within a Qualified Opportunity Zone within Michigan. (iii) More than half of its employees have a principal residence located within a Qualified Opportunity Zone within Michigan, or both.

  No subcontractors used.

4.7. Reserved.

4.8. Access to Tax Information

The Contractor must comply with the requirements of *IRS Publication 1075* (including *Exhibit 7 Safeguarding Contract Language*) and *Michigan Department of Treasury Safeguard Requirements of Confidential Tax Data*.

5. Project Management

5.1. Project Plan

The Contractor will carry out this project under the direction and control of the Program Manager. Within 10 calendar days of the Effective Date, the Contractor must submit a project plan to the Program Manager for final approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

5.2. Meetings

The Contractor must attend the following meetings: Contractor Key Staff will meet with the MDOT Program Manager and other MDOT project-leads monthly, unless a different schedule is mutually agreed upon, for the purpose of reviewing progress, scheduling work, and discussing Contractor performance.

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

5.3. Reporting

The Contractor must submit to the Program Manager the following written reports: The Contractor must submit to the Program Manager reports that will record the following written information for each Winter Vehicle:

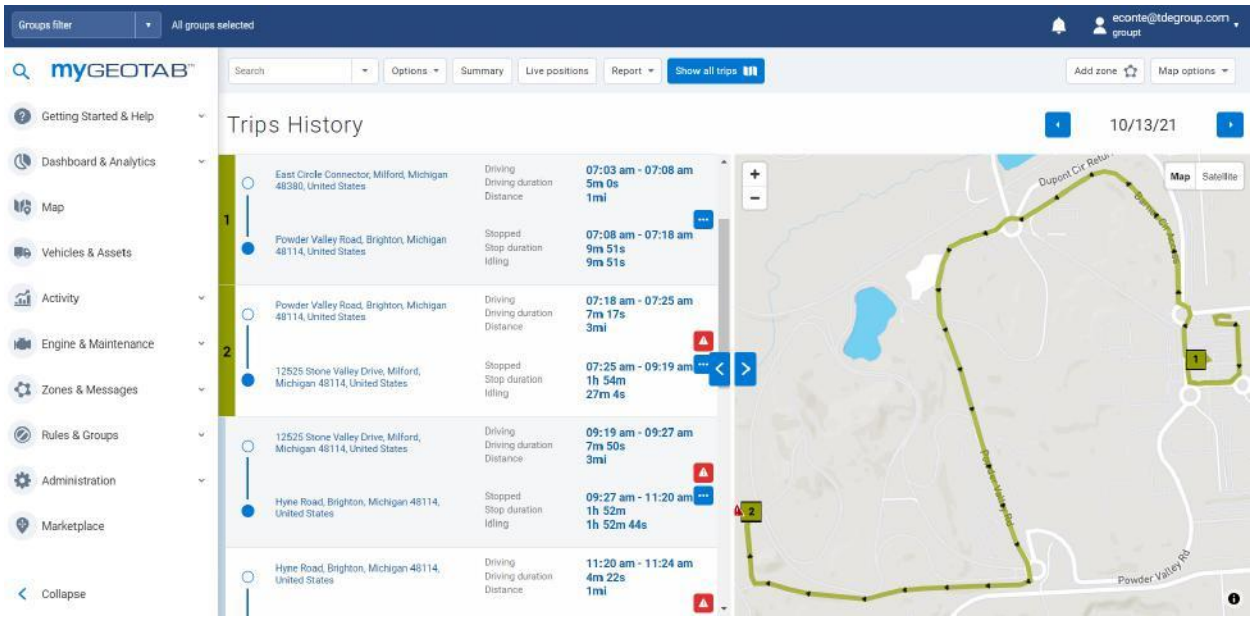
- date and time each Winter Vehicle is called for work
- time operator arrived at yard
- time Winter Vehicle left yard
- quantity of salt/sand/liquid used
- miles serviced
- rate of sand/salt application
- routes taken or area serviced
- total hours worked
- unit number
- comments
- time drivers dismissed or relieved

The Contractor must explain its reporting capabilities, any reporting that is included in its proposal, and any additional reporting capabilities.

[Identify the type and frequency of reports required.] - See below

The Contractor must explain its reporting capabilities and any reporting that is included in its proposal. In addition, provide samples of required reports as attachments to this Contract.

All trucks are equipped with real time GPS capabilities. Reports can be run on as per needed basis. Reports show real time location, speed, hours and other activities. GEOtab is a national company with a successful tracking record. TDE has been using GEOtab in the last several years serving MDOT. – Sample provided in Schedule B



6. Pricing

6.1. Price Term

Pricing is firm for the entire length of the Contract.

7. Ordering

7.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Master Agreement (MA) and a Direct Order (DO). Direct Order will be submitted to the contractor in the begging.

8. Invoice and Payment

8.1. Invoice Requirements

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

8.2. Payment Methods

The State will make payment for Contract Activities via Electronic Funds. Transfer (ET)**.**

8.3 Procedure

The Contractor is responsible to notify the MDOT Program Manager via e-mail or phone call before starting work and during winter operations providing updates daily. Monthly invoices will be emailed to the identified Program Manager.

9. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages as indicated in the criteria outlined on section **3.1 Consequences for Non-Conformance.**

10. Bonds.

The successful bidder must furnish performance, lien, and Endorsement bonds each for not less than 25% of the total contract price. The bonds must be on the forms provided by the Department. The bonds must meet the requirements of Michigan law and the Department and include other items such as the Powers of Attorney and Endorsement as specified by the Department. The same surety responsible for writing the performance bond must write the lien bond. It is the successful bidder's responsibility to ensure that the lien bond conforms with the terms of MCL 570.101 et seq.

STATE OF MICHIGAN
PROCUREMENT

Michigan.gov/MiProcurement

SCHEDULE B PRICING

Contract No. 591M230000000064
Winter Maintenance Services for M-3 (Gratiot Ave) in Roseville, Macomb County

1. Price proposals must include Estimated Cost for replacement parts, labor, equipment all costs, and any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

   Quick payment terms: 0% discount off invoice if paid within 30 days after receipt of invoice.

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

BIDDER NAME: BRIGHTVIEW/TDE NORTH

inter Maintenance State Trunklines

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	TOTAL MONTHS/HOURS PER YEAR (Agency Complete)	TOTAL MONTHS/HOURS FOR 3 YEARS (Agency Complete)	PRICE PER MONTH/HOUR (Vendor Complete)	TOTAL PRICE FOR 3 YEARS (Vendor Complete)
☑	Winter Maintenance for M-3 (Gratiot Ave) within the City of Roseville in Macomb County (Oct-Apr)	MONTH	6	12	Year 1 **$38,250.00** Year 2 **$40,162.50** Year 3 **$42,170.66**	Year 1 **$229,500.00** Year 2 **$240,975.00** Year 3 **$253,024.00**
☑	Optional Winter Maintenance for arterial State Trunklines, ramps, crossovers, and turnarounds in Macomb County	HOUR	100	300	**$385.00**	**$115,500.00**
				Total Cost	**$723,499.00**	**$838,999.00**

Quantities are estimates only.

STATE OF MICHIGAN
PROCUREMENT

Michigan.gov/MiProcurement

EQUIPMENT:

EQUIPMENT & SUPPLIES LIST FORMAT

EQUIPMENT	MODEL	MANUFACTURER	APPROXIMATE AGE OF EQUIPMENT & OWNED OR RENTED
1 ton salter truck with 10 ft front V-Plow	Ram 5500	Dodge	Owned 2021
10 ton salter truck with 12ft front plow and 8 ft side wing plow	7400	International	Owned 2006
10 ton salter truck with 12ft front plow and 8 ft side wing plow	7500	International	Owned 2005
10 ton salter truck with 12ft front plow and 8 ft side wing plow	9200	International	Owned 2005
6 ton salter truck with 10ft underbelly plow	7300	GMC	Owned 2004
Cat Loader at salt dome	930H	CAT	Owned 2015

STATE OF MICHIGAN
PROCUREMENT

Michigan.gov/MiProcurement

