STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **071B1300307**

CONTRACTOR	
	MJV Building Services Inc.
	115 Farabee Dr. N.
	Lafayette, IN 47905
	Marc Vaught
	269-876-1762
	marc.vaughn@teammjv.com
	*******1909

STATE			
	Program Manager	Bob Batt	MDOT
		517-750-0410	
		BattB@michigan.gov	
	Contract Administrator	Jared Ambrosier	DTMB
		(517) 284-6398	
		ambrosierj@michigan.gov	

CONTRACT SUMMARY			
JANITORIAL SERVICES REST AREAS MDOT			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 1, 2011	May 1, 2016	1 - 1 Year	April 1, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☐ Yes	☒ No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		April 1, 2017

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$986,130.00	$111,000.00	$1,097,130.00

DESCRIPTION
Effective November 9, 2016, this Contract is increased by $111,000 for MDOT use. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 4
to
Contract Number **071B1300307**

CONTRACTOR	
	MJV Building Services Inc.
	115 Farabee Dr. N.
	Lafayette, IN 47905
	Marc Vaught
	269-876-1762
	marc.vaughn@teammjv.com
	*******1909

STATE			
	Program Manager	Bob Batt	MDOT
		517-750-0410	
		BattB@michigan.gov	
	Contract Administrator	Jared Ambrosier	DTMB
		517-284-6398	
		AmbrosierJ@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: JANITORIAL SERVICES REST AREAS MDOT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 1, 2011	May 1, 2016	1 - 1 Year	April 1, 2017

PAYMENT TERMS	DELIVERY TIMEFRAME
Net 45	

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☐ Yes	☒ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$ 981,130.00	$ 5,000.00	$ 986,130.00

DESCRIPTION: Effective 5/20/2016, this contract is hereby increased by $5,000.00. All other terms, conditions, specifications and pricing remain the same. Per agency request, and DTMB Procurement approval.

Form No. DTMB-3521 (Rev. 10/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

PROCUREMENT

525 W. ALLEGAN STREET
LANSING, MI 48933

P.O. BOX 30026
LANSING, MI 48909

CHANGE NOTICE NO. 3

to

CONTRACT NO. 071B1300307

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
MJV Building Services Inc.	Marc J. Vaughn	marc.vaughn@teammjv.com
115 Farabee Dr. N. Suite E.	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Lafayette IN, 47905	269-876-1762	*****1909

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	MDOT	Bob Batt	517-750-0410	BattB@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Lisa Crozier-Green	517-284-7042	CrozierGreenL@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: MDOT – University Region – MDOT – Janitorial Services at Berry Road, Holt Road and Grass Lake Rest Areas, Reed Road, Red Cedar and Frontier Roadside Parks.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 1, 2011	May 1, 2016	1 - 1 Year	May 1, 2016

PAYMENT TERMS	DELIVERY TIMEFRAME
Net 45	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☐ Yes ☒No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	Eleven Months	☐		April 1, 2017

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$981,130.00	$ 0.00	$981,130.00

DESCRIPTION: Effective April 1, 2016 the eleven months of the option year available on this contract are hereby exercised and pricing is increased per Revised Attachment A. The revised contract expiration date is April 1, 2017. All other terms, conditions and pricing remain the same. Per vendor request, MDOT agreement and DTMB-Procurement approval.

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL / GROUNDS MAINTENANCE SERVICES for
REST AREAS

CONTRACT NO. 071B1300307

LOCATION SPECIFICATION SHEET (LSS)

REVISED ATTACHMENT A – 4/1/2016

LOCATION: 03

PART I – PLACE OF SERVICES REQUESTED

LOCATION: Berry Rd. Rest Area

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	07/01/11	***CONTRACT END DATE:***	04/01/2017
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Five Year Contract		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Berry Rd. Rest Area #820		
BUILDING ADDRESS:	See pricing sheet summary below		
REGION / COUNTY:	University / Jackson		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE:	*DTMB*		
PROCUREMENT OFFICE CONTACT NAME:	*Lisa Crozier-Green*	***PHONE:***	*517-284-7042*
PROCUREMENT OFFICE CONTACT E-MAIL:	*CrozierGreenL@Michigan.gov*	***FAX #:***	*517-335-0046*
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Bob Batt*	***PHONE:***	*517.750.0410*
CCI / FM CONTACT E-MAIL:	*battb@michigan.gov*	***FAX:***	*517.750.4397*

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*Determined by CCI*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*Determined by CCI*

PART II – PRICING SHEET SUMMARY

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Berry Rd. Rest Area Janitorial NB US-127 at mile marker 70	Week	52 weeks	$1,221.70	$63,528.36
☑	Berry Rd. Rest Area Lawn Maintenance	Cycle	28 cycles	$131.48	$3,681.43
☑	Berry Rd. Rest Area Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$217.23	$434.45
				YEAR TOTAL:	$67,644.24

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

Lawn Aeration is optional and will be determined by Contract Compliance Inspector.

HOURS OF WORK

The regular weekly hours of staffing at the rest areas shall be as follows:

BERRY RD. REST AREA

	SUMMER May 1st to October 31st	WINTER November 1st to April 30th
Monday – Thursday	6:00 a.m. – 6:00 p.m.	6:00 a.m. – 5:00 p.m.
Friday – Sunday	6:00 a.m. – 8:00 p.m.	6:00 a.m. – 5:00 p.m.

Exceptions to this schedule are noted below in the Holiday Summer Weekend Rest Area Coverage section.

HOLIDAY SUMMER WEEKEND REST AREA COVERAGE

During the following dates, the Contractor shall maintain provide janitorial services for the Berry Rd. rest area between the hours of 6:00 a.m. and 10:00 p.m. each day.

HOLIDAY WORK SCHEDULE

BERRY RD. REST AREA

2012	2013	2014	2015	2016
May 27,28	May 26,27	May 25,26	May 24,25	May 30,31
July 3,4,5	July 3,4,5	July 4,5,6	July 3,4,5	July 2,3,4
Sept. 2,3	Sept. 1,2	Aug. 31, Sept. 1	Sept. 6,7	Sept. 4,5

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL / GROUNDS MAINTENANCE SERVICES for
REST AREAS

CONTRACT NO. 071B1300307

LOCATION SPECIFICATION SHEET (LSS)

LOCATION: 04

PART I – PLACE OF SERVICES REQUESTED

LOCATION: Holt Rd. Rest Area

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	07/01/11	***CONTRACT END DATE:***	04/01/2017
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Five Year Contract		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Holt Rd. Rest Area #810		
BUILDING ADDRESS:	See pricing sheet summary below		
REGION / COUNTY:	University / Ingham		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*DTMB*		
PROCUREMENT OFFICE CONTACT NAME:	*Lisa Crozier-Green*	***PHONE:***	*517-284-7042*
PROCUREMENT OFFICE CONTACT E-MAIL:	*CrozierGreenL@Michigan.gov*	***FAX:***	*517-335-0046*
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Bob Batt*	***PHONE:***	*517.750.0410*
CCI / FM CONTACT E-MAIL:	*battb@michigan.gov*	***FAX:***	*517.750.4397*

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*Determined by CCI*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*Determined by CCI*

PART II – PRICING SHEET SUMMARY

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Holt Rd. Rest Area Janitorial NB US-127 at mile marker 70	Week	52 weeks	$1,182.25	$61,476.99
☑	Holt Rd. Rest Area Lawn Maintenance	Cycle	28 cycles	$127.65	$3,574.20
☑	Holt Rd. Rest Area Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$205.35	$410.70
				YEAR TOTAL:	$65,461.89

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

Lawn Aeration is optional and will be determined by Contract Compliance Inspector.

HOURS OF WORK

The regular weekly hours of staffing at the rest areas shall be as follows:

HOLT RD. REST AREA

	SUMMER May 1st to October 31st	WINTER November 1st to April 30th
Monday – Thursday	6:00 a.m. – 6:00 p.m.	6:00 a.m. – 5:00 p.m.
Friday – Sunday	6:00 a.m. – 9:00 p.m.	6:00 a.m. – 5:00 p.m.

Exceptions to this schedule are noted below in the Holiday Summer Weekend Rest Area Coverage section.

HOLIDAY SUMMER WEEKEND REST AREA COVERAGE

The Holt Rd. rest area shall have one (1) male employee and one (1) female employee maintain the rest area as noted below.

During the following dates, the hours of coverage shall be 6:00 a.m. to 10:00 p.m. In addition to these specified hours of coverage, the Contractor shall provide one (1) male employee to maintain the men's restroom and one (1) female employee to maintain the women's restroom between the hours of 9:00 a.m. and 6:00 p.m. each day. Once the Holt rest area has a new 2 bathroom with family restroom building, the contractor shall provide only one employee between the hours of 6:a.m. and 10:00 p.m. each day.

HOLIDAY WORK SCHEDULE

HOLT RD. REST AREA

2012	2013	2014	2015	2016
May 25,26	May 24,25	May 23,24	May 22,23	May 30,31
July 3,4,5	July 3,4,5	July 4,5	July 3,4	July 2,3,4
Aug. 31, Sept. 1	Aug. 30,31	Aug. 29,30	Sept. 4,5	Sept. 4,5

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL / GROUNDS MAINTENANCE SERVICES for
REST AREAS

CONTRACT NO. 071B1300307

LOCATION SPECIFICATION SHEET (LSS)

LOCATION: 06

PART I – PLACE OF SERVICES REQUESTED

LOCATION: Grass Lake Rest Area

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	07/01/11	***CONTRACT END DATE:***	04/01/2017
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Five Year Contract		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Grass Lake Rest Area #818		
BUILDING ADDRESS:	See pricing sheet summary below		
REGION / COUNTY:	University / Jackson		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*DTMB*		
PROCUREMENT OFFICE CONTACT NAME:	*Lisa Crozier-Green*	***PHONE:***	*517-284-7042*
PROCUREMENT OFFICE CONTACT E-MAIL:	*CrozierGreenL@Michigan.gov*	***FAX:***	*517-335-0046*
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Bob Batt*	***PHONE:***	*517.750.0410*
CCI / FM CONTACT E-MAIL:	*battb@michigan.gov*	***FAX:***	*517.750.4397*

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*Determined by CCI*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*Determined by CCI*

PART II – PRICING SHEET SUMMARY

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Grass Lake Rest Area Janitorial WB I-94 at mile marker 150	Week	52 weeks	$1,311.22	$68,183.48
☑	Grass Lake Rest Area Lawn Maintenance	Cycle	28 cycles	$127.65	$3,574.20
☑	Grass Lake Rest Area Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$321.90	$410.70
				YEAR TOTAL:	$72,401.48

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

Lawn Aeration is optional and will be determined by Contract Compliance Inspector.

HOURS OF WORK

The regular weekly hours of staffing at the rest areas shall be as follows:

GRASS LAKE REST AREA

	SUMMER May 1st to October 31st	WINTER November 1st to April 30th
Monday – Thursday	6:00 a.m. – 6:00 p.m.	6:00 a.m. – 5:00 p.m.
Friday – Sunday	6:00 a.m. – 9:00 p.m.	6:00 a.m. – 5:00 p.m.

Exceptions to this schedule are noted below in the Holiday Summer Weekend Rest Area Coverage section.

HOLIDAY SUMMER WEEKEND REST AREA COVERAGE

During the following dates, the Contractor shall maintain provide janitorial services for the Grass Lake rest area between the hours of 6:00 a.m. and 10:00 p.m. each day.

HOLIDAY WORK SCHEDULE

GRASS LAKE REST AREA

2012	2013	2014	2015	2016
May 25,26,27,28	May 24,25,26,27	May 23,24,25,26	May 22,23,24,25	May 27,28,29,30
July 3,4,5	July 4,5,6,7	July 4,5,6	July 3,4,5	July 1,2,3,4
Aug. 31, Sept. 1,2,3	Aug. 30,31, Sept. 1,2	Aug. 29,30,31, Sept. 1	Sept. 4,5,6,7	Sept. 2,3,4,5

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL/GROUNDS MAINTENANCE SERVICES for
ROADSIDE PARKS

CONTRACT NO. 071B1300307
LOCATION SPECIFICATION SHEET (LSS)

LOCATION: 12
PART I – PLACE OF SERVICES REQUESTED

Location: Red Cedar Roadside Park

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	07/01/11	***CONTRACT END DATE:***	05/01/16
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 Year Contract with No Options		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Red Cedar Roadside Park P802		
BUILDING ADDRESS:	Located on M-43 at Meridian Rd.		
REGION / COUNTY:	University Region / Ingham		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*DTMB*		
PROCUREMENT OFFICE CONTACT NAME:	*Lisa Crozier-Green*	***PHONE:***	*517-284-7042*
PROCUREMENT OFFICE CONTACT E-MAIL:	*CrozierGreenL@Michigan.gov*	***FAX:***	*517-335-0046*
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Bob Batt*	***PHONE:***	*517.750.0410*
CCI / FM CONTACT E-MAIL:	*battb@michigan.gov*	***FAX:***	

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*Determined by CCI*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*Determined by CCI*

PART II – PRICING SHEET SUMMARY

Bidder Name:

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Red Cedar Roadside Park Janitorial and Maintenance	Week	30 Weeks	$233.52	$7,005.65
☑	Lawn Maintenance	Cycle	28 Cycles	$97.18	$2,721.05
☑	Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$171.50	$343.00
YEAR TOTAL:					$10,069.71

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

HOURS OF WORK

The regular weekly hours of cleaning at the park shall be as follows:

RED CEDAR ROADSIDE PARK

	SPRING/SUMMER/FALL April 1st to October 31st	WINTER November 1st to March 31st
Sunday – Saturday	7:00 a.m. – 10:00 a.m.	Closed

CALL BACKS

The Contractor is expected to respond to "call back" from the Contract Administrator, or designated representative, to site specific complaints (graffiti, messy conditions, etc) at the roadside parks, outside of the normal hours detailed in this contract. The "call back" is expected to be infrequent in nature and shall be considered incidental to the contract unit price for JANITORIAL/GROUNDS MAINTENANCE.

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL/GROUNDS MAINTENANCE SERVICES for
ROADSIDE PARKS

CONTRACT NO. 071B1300307

LOCATION SPECIFICATION SHEET (LSS)

LOCATION: 13

PART I – PLACE OF SERVICES REQUESTED

Location: Reed Road Roadside Park

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	07/01/11	***CONTRACT END DATE:***	04/01/2017
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 Year Contract with No Options		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Reed Road Roadside Park P806		
BUILDING ADDRESS:	Located on US-127 at Reed Rd.		
REGION / COUNTY:	University Region / Jackson		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*DTMB*		
PROCUREMENT OFFICE CONTACT NAME:	*Lisa Crozier-Green*	***PHONE:***	*517-284-7042*
PROCUREMENT OFFICE CONTACT E-MAIL:	*CrozierGreenL@Michigan.gov*	***FAX:***	*517-335-0046*
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Bob Batt*	***PHONE:***	*517.750.0410*
CCI / FM CONTACT E-MAIL:	*battb@michigan.gov*	***FAX:***	

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*Determined by CCI*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*Determined by CCI*

PART II – PRICING SHEET SUMMARY

Bidder Name:

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Reed Road Roadside Park Janitorial and Maintenance	Week	30 Weeks	$302.57	$9,077.25
☑	Lawn Maintenance	Cycle	28 Cycles	$91.46	$2,560.99
☑	Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$171.50	$343.00
YEAR TOTAL:					$11,981.24

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

HOURS OF WORK

The regular weekly hours of cleaning at the park shall be as follows:

REED ROAD ROADSIDE PARK

	SPRING/SUMMER/FALL April 1st to October 31st	WINTER November 1st to March 31st
Sunday – Saturday	7:00 a.m. – 10:00 a.m.	Closed

CALL BACKS

The Contractor is expected to respond to “call back” from the Contract Administrator, or designated representative, to site specific complaints (graffiti, messy conditions, etc) at the roadside parks, outside of the normal hours detailed in this contract. The “call back” is expected to be infrequent in nature and shall be considered incidental to the contract unit price for JANITORIAL/GROUNDS MAINTENANCE.

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL/GROUNDS MAINTENANCE SERVICES for
ROADSIDE PARKS

CONTRACT NO. 071B1300307

LOCATION SPECIFICATION SHEET (LSS)

LOCATION: 14

PART I – PLACE OF SERVICES REQUESTED

Location: Frontier Roadside Park

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	07/01/11	***CONTRACT END DATE:***	04/01/2017
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 Year Contract with No Options		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Frontier (Cambridge Junction) Roadside Park P809		
BUILDING ADDRESS:	Located on M-50 approximately 0.5 south of US-12		
REGION / COUNTY:	University Region / Lenawee		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*DTMB*		
PROCUREMENT OFFICE CONTACT NAME:	*Lisa Crozier-Green*	***PHONE:***	*517-284-7042*
PROCUREMENT OFFICE CONTACT E-MAIL:	*CrozierGreenL@Michigan.gov*	***FAX:***	*517-335-0046*
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Bob Batt*	***PHONE:***	*517.750.0410*
CCI / FM CONTACT E-MAIL:	*battb@michigan.gov*	***FAX:***	

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*Determined by CCI*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*Determined by CCI*

PART II – PRICING SHEET SUMMARY

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Frontier Roadside Park Janitorial and Maintenance	Week	30 Weeks	$235.81	$7,074.25
☑	Lawn Maintenance	Cycle	28 Cycles	$102.90	$2,881.20
☑	Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$182.93	$365.86
YEAR TOTAL:					$10,321.31

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

HOURS OF WORK

The regular weekly hours of cleaning at the park shall be as follows:

FRONTIER ROAD ROADSIDE PARK

	SPRING/SUMMER/FALL April 1st to October 31st	WINTER November 1st to March 31st
Sunday - Saturday	7:00 a.m. – 10:00 a.m.	Closed

CALL BACKS

The Contractor is expected to respond to “call back” from the Contract Administrator, or designated representative, to site specific complaints (graffiti, messy conditions, etc) at the roadside parks, outside of the normal hours detailed in this contract. The “call back” is expected to be infrequent in nature and shall be considered incidental to the contract unit price for JANITORIAL/GROUNDS MAINTENANCE.

FOR THE CONTRACTOR:

MJV Building Services Inc.

Company Name

Authorized Agent Signature

Marc J. Vaughn

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Rebecca Cook, Commodities Division Director

Name & Title

DTMB Procurement

Agency

Date

Form No. DTMB-3521 (Rev. 2/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2

to

CONTRACT NO. 071B1300307

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
MJV Building Services	Kris Robbins	Kris.robbins@teammjv.com
P.O. Box 5076	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
Lafayette, IN 47903	(765) 449-8641	1909

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	MDOT	Varies	Varies	Varies
CONTRACT ADMINISTRATOR	DTMB	Lisa Crozier-Green	(517) 284-7042	CrozierGreenL@michigan.gov

CONTRACT SUMMARY

DESCRIPTION:
University Region Janitorial – MDOT – Berry Road, Holt Road, Grass Lake, Red Cedar, Reed Road and Frontier

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 1, 2011	May 1, 2016	One 1-Year Option	May 1, 2016
PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	N/A	N/A	

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☐ Yes ☒ No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		May 1, 2016

CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE
$981,130.00	0.00	$981,130.00

DESCRIPTION:
EFFECTIVE September 1, 2014 pricing on this contract hereby increased pursuant to P.A. 138 of 2014, Minimum Wage Increase, per revised Attachment A.
Please note the buyer has changed to Lisa Crozier-Green
All other terms, conditions, specifications and pricing remain the same. Per contractor request, agency agreement, and DTMB-Procurement approval.

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL / GROUNDS MAINTENANCE SERVICES for
REST AREAS

CONTRACT NO. 071B1300

LOCATION SPECIFICATION SHEET (LSS)

REVISED ATTACHMENT A

LOCATION: 03

PART I – PLACE OF SERVICES REQUESTED

LOCATION: Berry Rd. Rest Area

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	07/01/11	***CONTRACT END DATE:***	05/01/16
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Five Year Contract		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Berry Rd. Rest Area #820		
BUILDING ADDRESS:	See pricing sheet summary below		
REGION / COUNTY:	University / Jackson		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*MDOT*		
PROCUREMENT OFFICE CONTACT NAME:	*Terry Harris*	***CONTACT PHONE #:***	*517-335-2507*
PROCUREMENT OFFICE CONTACT E-MAIL:	*HarrisT@Michigan.gov*	***CONTACT FAX #:***	
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Bob Batt*	***CONTACT PHONE #:***	*517.750.0410*
CCI / FM CONTACT E-MAIL:	*battb@michigan.gov*	***CONTACT FAX #:***	*517.750.4397*

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*Determined by CCI*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*Determined by CCI*

PART II – PRICING SHEET SUMMARY

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Berry Rd. Rest Area Janitorial NB US-127 at mile marker 70	Week	52 weeks	$1,100.63	$57,232.76
☑	Berry Rd. Rest Area Lawn Maintenance	Cycle	28 cycles	$118.45	$3,316.60
☑	Berry Rd. Rest Area Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$195.70	$391.40
				YEAR TOTAL:	$60,940.76
FIVE YEAR TOTAL:					$304,703.80

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

Lawn Aeration is optional and will be determined by Contract Compliance Inspector.

HOURS OF WORK

The regular weekly hours of staffing at the rest areas shall be as follows:

BERRY RD. REST AREA

	SUMMER May 1st to October 31st	WINTER November 1st to April 30th
Monday – Thursday	6:00 a.m. – 6:00 p.m.	6:00 a.m. – 5:00 p.m.
Friday – Sunday	6:00 a.m. – 8:00 p.m.	6:00 a.m. – 5:00 p.m.

Exceptions to this schedule are noted below in the Holiday Summer Weekend Rest Area Coverage section.

HOLIDAY SUMMER WEEKEND REST AREA COVERAGE

During the following dates, the Contractor shall maintain provide janitorial services for the Berry Rd. rest area between the hours of 6:00 a.m. and 10:00 p.m. each day.

HOLIDAY WORK SCHEDULE

BERRY RD. REST AREA

2011	2012	2013	2014	2015	2016
May 29,30	May 27,28	May 26,27	May 25,26	May 24,25	May 30,31
July 1,2,3,4	July 3,4,5	July 3,4,5	July 4,5,6	July 3,4,5	July 2,3,4
Sept. 4,5	Sept. 2,3	Sept. 1,2	Aug. 31, Sept. 1	Sept. 6,7	Sept. 4,5

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL / GROUNDS MAINTENANCE SERVICES for
REST AREAS

CONTRACT NO. 071B1300

LOCATION SPECIFICATION SHEET (LSS)

LOCATION: 04

PART I – PLACE OF SERVICES REQUESTED

LOCATION: Holt Rd. Rest Area

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	07/01/11	***CONTRACT END DATE:***	05/01/16
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Five Year Contract		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Holt Rd. Rest Area #810		
BUILDING ADDRESS:	See pricing sheet summary below		
REGION / COUNTY:	University / Ingham		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*MDOT*		
PROCUREMENT OFFICE CONTACT NAME:	*Terry Harris*	***CONTACT PHONE #:***	*517-335-2507*
PROCUREMENT OFFICE CONTACT E-MAIL:	*HarrisT@Michigan.gov*	***CONTACT FAX #:***	
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Bob Batt*	***CONTACT PHONE #:***	*517.750.0410*
CCI / FM CONTACT E-MAIL:	*battb@michigan.gov*	***CONTACT FAX #:***	*517.750.4397*

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*Determined by CCI*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*Determined by CCI*

PART II – PRICING SHEET SUMMARY

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Holt Rd. Rest Area Janitorial NB US-127 at mile marker 70	Week	52 weeks	$1,065.09	$55,384.68
☑	Holt Rd. Rest Area Lawn Maintenance	Cycle	28 cycles	$115.00	$3,220.00
☑	Holt Rd. Rest Area Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$185.00	$370.00
				YEAR TOTAL:	$58,974.68
FIVE YEAR TOTAL:					$294,873.40

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

Lawn Aeration is optional and will be determined by Contract Compliance Inspector.

HOURS OF WORK

The regular weekly hours of staffing at the rest areas shall be as follows:

HOLT RD. REST AREA

	SUMMER May 1st to October 31st	WINTER November 1st to April 30th
Monday – Thursday	6:00 a.m. – 6:00 p.m.	6:00 a.m. – 5:00 p.m.
Friday – Sunday	6:00 a.m. – 9:00 p.m.	6:00 a.m. – 5:00 p.m.

Exceptions to this schedule are noted below in the Holiday Summer Weekend Rest Area Coverage section.

HOLIDAY SUMMER WEEKEND REST AREA COVERAGE

The Holt Rd. rest area shall have one (1) male employee and one (1) female employee maintain the rest area as noted below.

During the following dates, the hours of coverage shall be 6:00 a.m. to 10:00 p.m. In addition to these specified hours of coverage, the Contractor shall provide one (1) male employee to maintain the men's restroom and one (1) female employee to maintain the women's restroom between the hours of 9:00 a.m. and 6:00 p.m. each day. Once the Holt rest area has a new 2 bathroom with family restroom building, the contractor shall provide only one employee between the hours of 6:a.m. and 10:00 p.m. each day.

HOLIDAY WORK SCHEDULE

HOLT RD. REST AREA

2011	2012	2013	2014	2015	2016
May 27,28	May 25,26	May 24,25	May 23,24	May 22,23	May 30,31
July 1,2,3,4	July 3,4,5	July 3,4,5	July 4,5	July 3,4	July 2,3,4
Sept. 2,3	Aug. 31, Sept. 1	Aug. 30,31	Aug. 29,30	Sept. 4,5	Sept. 4,5

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL / GROUNDS MAINTENANCE SERVICES for
REST AREAS

CONTRACT NO. 071B1300

LOCATION SPECIFICATION SHEET (LSS)

LOCATION: 06

PART I – PLACE OF SERVICES REQUESTED

LOCATION: Grass Lake Rest Area

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	07/01/11	***CONTRACT END DATE:***	05/01/16
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Five Year Contract		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Grass Lake Rest Area #818		
BUILDING ADDRESS:	See pricing sheet summary below		
REGION / COUNTY:	University / Jackson		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*MDOT*		
PROCUREMENT OFFICE CONTACT NAME:	*Terry Harris*	***CONTACT PHONE #:***	*517-335-2507*
PROCUREMENT OFFICE CONTACT E-MAIL:	*HarrisT@Michigan.gov*	***CONTACT FAX #:***	
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Bob Batt*	***CONTACT PHONE #:***	*517.750.0410*
CCI / FM CONTACT E-MAIL:	*battb@michigan.gov*	***CONTACT FAX #:***	*517.750.4397*

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*Determined by CCI*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*Determined by CCI*

PART II – PRICING SHEET SUMMARY

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Grass Lake Rest Area Janitorial WB I-94 at mile marker 150	Week	52 weeks	$1,149.09	$59,752.68
☑	Grass Lake Rest Area Lawn Maintenance	Cycle	28 cycles	$115.00	$3,220.00
☑	Grass Lake Rest Area Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$290.00	$580.00
				YEAR TOTAL:	$63,552.68
FIVE YEAR TOTAL:					$317,763.40

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

Lawn Aeration is optional and will be determined by Contract Compliance Inspector.

HOURS OF WORK

The regular weekly hours of staffing at the rest areas shall be as follows:

GRASS LAKE REST AREA

	SUMMER May 1st to October 31st	WINTER November 1st to April 30th
Monday – Thursday	6:00 a.m. – 6:00 p.m.	6:00 a.m. – 5:00 p.m.
Friday – Sunday	6:00 a.m. – 9:00 p.m.	6:00 a.m. – 5:00 p.m.

Exceptions to this schedule are noted below in the Holiday Summer Weekend Rest Area Coverage section.

HOLIDAY SUMMER WEEKEND REST AREA COVERAGE

During the following dates, the Contractor shall maintain provide janitorial services for the Grass Lake rest area between the hours of 6:00 a.m. and 10:00 p.m. each day.

HOLIDAY WORK SCHEDULE

GRASS LAKE REST AREA

2011	2012	2013	2014	2015	2016
May 27,28,29,30	May 25,26,27,28	May 24,25,26,27	May 23,24,25,26	May 22,23,24,25	May 27,28,29,30
July 1,2,3,4	July 3,4,5	July 4,5,6,7	July 4,5,6	July 3,4,5	July 1,2,3,4
Sept. 2,3,4,5	Aug. 31, Sept. 1,2,3	Aug. 30,31, Sept. 1,2	Aug. 29,30,31, Sept. 1	Sept. 4,5,6,7	Sept. 2,3,4,5

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL/GROUNDS MAINTENANCE SERVICES for
ROADSIDE PARKS

CONTRACT NO. 071B1300
LOCATION SPECIFICATION SHEET (LSS)

LOCATION: 12
PART I – PLACE OF SERVICES REQUESTED

Location: Red Cedar Roadside Park

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	07/01/11	***CONTRACT END DATE:***	05/01/16
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 Year Contract with No Options		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Red Cedar Roadside Park P802		
BUILDING ADDRESS:	Located on M-43 at Meridian Rd.		
REGION / COUNTY:	University Region / Ingham		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*MDOT*		
PROCUREMENT OFFICE CONTACT NAME:	*Terry Harris*	***CONTACT PHONE #:***	*517.335.2507*
PROCUREMENT OFFICE CONTACT E-MAIL:	*HarrisT@Michigan.gov*	***CONTACT FAX #:***	
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Bob Batt*	***CONTACT PHONE #:***	*517.750.0410*
CCI / FM CONTACT E-MAIL:	*battb@michigan.gov*	***CONTACT FAX #:***	

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*Determined by CCI*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*Determined by CCI*

PART II – PRICING SHEET SUMMARY

Bidder Name:

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Red Cedar Roadside Park Janitorial and Maintenance	Week	30 Weeks	$210.38	$6,311.40
☑	Lawn Maintenance	Cycle	28 Cycles	$87.55	$2,451.40
☑	Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$154.50	$309.00
				$	$
YEAR TOTAL:					$9,071.80
5 YEAR TOTAL:					$45,359.00

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

HOURS OF WORK

The regular weekly hours of cleaning at the park shall be as follows:

RED CEDAR ROADSIDE PARK

	SPRING/SUMMER/FALL April 1st to October 31st	WINTER November 1st to March 31st
Sunday – Saturday	7:00 a.m. – 10:00 a.m.	Closed

CALL BACKS

The Contractor is expected to respond to “call back” from the Contract Administrator, or designated representative, to site specific complaints (graffiti, messy conditions, etc) at the roadside parks, outside of the normal hours detailed in this contract. The “call back” is expected to be infrequent in nature and shall be considered incidental to the contract unit price for JANITORIAL/GROUNDS MAINTENANCE.

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL/GROUNDS MAINTENANCE SERVICES for
ROADSIDE PARKS

CONTRACT NO. 071B1300

LOCATION SPECIFICATION SHEET (LSS)

LOCATION: 13

PART I – PLACE OF SERVICES REQUESTED

Location: Reed Road Roadside Park

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	07/01/11	***CONTRACT END DATE:***	05/01/16
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 Year Contract with No Options		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Reed Road Roadside Park P806		
BUILDING ADDRESS:	Located on US-127 at Reed Rd.		
REGION / COUNTY:	University Region / Jackson		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*MDOT*		
PROCUREMENT OFFICE CONTACT NAME:	*Terry Harris*	***CONTACT PHONE #:***	*517.335.2507*
PROCUREMENT OFFICE CONTACT E-MAIL:	*HarrisT@Michigan.gov*	***CONTACT FAX #:***	
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Bob Batt*	***CONTACT PHONE #:***	*517.750.0410*
CCI / FM CONTACT E-MAIL:	*battb@michigan.gov*	***CONTACT FAX #:***	

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*Determined by CCI*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*Determined by CCI*

PART II – PRICING SHEET SUMMARY

Bidder Name:

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Reed Road Roadside Park Janitorial and Maintenance	Week	30 Weeks	$272.59	$8,177.70
☑	Lawn Maintenance	Cycle	28 Cycles	$82.40	$2,307.20
☑	Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$154.50	$300.00
				$	$
YEAR TOTAL:					$10,784.90
5 YEAR TOTAL:					$53,924.50

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

HOURS OF WORK

The regular weekly hours of cleaning at the park shall be as follows:

REED ROAD ROADSIDE PARK

	SPRING/SUMMER/FALL April 1st to October 31st	WINTER November 1st to March 31st
Sunday – Saturday	7:00 a.m. – 10:00 a.m.	Closed

CALL BACKS

The Contractor is expected to respond to “call back” from the Contract Administrator, or designated representative, to site specific complaints (graffiti, messy conditions, etc) at the roadside parks, outside of the normal hours detailed in this contract. The “call back” is expected to be infrequent in nature and shall be considered incidental to the contract unit price for JANITORIAL/GROUNDS MAINTENANCE.

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL/GROUNDS MAINTENANCE SERVICES for
ROADSIDE PARKS

CONTRACT NO. 071B1300

LOCATION SPECIFICATION SHEET (LSS)

LOCATION: 14

PART I – PLACE OF SERVICES REQUESTED

Location: Frontier Roadside Park

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	07/01/11	***CONTRACT END DATE:***	05/01/16
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 Year Contract with No Options		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Frontier (Cambridge Junction) Roadside Park P809		
BUILDING ADDRESS:	Located on M-50 approximately 0.5 south of US-12		
REGION / COUNTY:	University Region / Lenawee		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*MDOT*		
PROCUREMENT OFFICE CONTACT NAME:	*Terry Harris*	***CONTACT PHONE #:***	*517.335.2507*
PROCUREMENT OFFICE CONTACT E-MAIL:	*HarrisT@Michigan.gov*	***CONTACT FAX #:***	
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Bob Batt*	***CONTACT PHONE #:***	*517.750.0410*
CCI / FM CONTACT E-MAIL:	*battb@michigan.gov*	***CONTACT FAX #:***	

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*Determined by CCI*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*Determined by CCI*

PART II – PRICING SHEET SUMMARY

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Frontier Roadside Park Janitorial and Maintenance	Week	30 Weeks	$212.44	$6,373.20
☑	Lawn Maintenance	Cycle	28 Cycles	$92.70	$2,595.60
☑	Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$164.80	$329.60
				$	$
YEAR TOTAL:					$9,298.40
5 YEAR TOTAL:					$46,492.00

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

HOURS OF WORK

The regular weekly hours of cleaning at the park shall be as follows:

FRONTIER ROAD ROADSIDE PARK

	SPRING/SUMMER/FALL April 1st to October 31st	WINTER November 1st to March 31st
Sunday - Saturday	7:00 a.m. – 10:00 a.m.	Closed

CALL BACKS

The Contractor is expected to respond to “call back” from the Contract Administrator, or designated representative, to site specific complaints (graffiti, messy conditions, etc) at the roadside parks, outside of the normal hours detailed in this contract. The “call back” is expected to be infrequent in nature and shall be considered incidental to the contract unit price for JANITORIAL/GROUNDS MAINTENANCE.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
525 W. ALLEGAN, LANSING, MI 48933

June 10, 2014

CHANGE NOTICE NO. 1

to

CONTRACT NO. 071B1300307

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
MJV Building Services	Kris Robbins	Kris.robbins@teammjv.com
P.O. Box 5076	TELEPHONE	CONTRACTOR #, MAIL CODE
Lafayette, IN 47903	765-449-8641	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	Various			
BUYER	**DTMB**	Lymon C. Hunter	517-284-7015	hunterl@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION:
Janitorial & Grounds Maintenance Services – MRO – MDOT – University Region

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 1, 2011	May 16, 2016	One year	May 16, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS	
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☐ Yes	☒ No

MINIMUM DELIVERY REQUIREMENTS:
N/A

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☐ No ☐ Yes	☐	☐		

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
$5,900.00	$981,130.00

Effective June 6, 2014, the rates on this Contract are hereby adjusted by 3% per the attached spreadsheet. All other terms, conditions, and specifications remain the same. Per vendor and agency agreement and DTMB Procurement approval.

Check all That Apply	Description of Services	Unit of Measure	Estimated services per year	Current Price	**Revised Price (effective 6.6.14)**
Contract # 071B1300307					
X	Berry Rd Rest area Janitorial NB US - 127 at mile marker 70	Week	52 Weeks	996.00	**$1,025.88**
X	Berry Rd Rest Area Lawn Maintenance	Cycle	28 cycles	115.00	**$118.45**
X	Berry Rd Rest Area Spring/Fall Cleanup	Each	2 (1 Spring & 1 Fall)	190.00	**$195.70**
X	Grass Lake Rest Area Janitorial WB I-94 at mil marker 150	Week	52 Weeks	1073.00	**$1,105.19**
X	Grass Lake Rest Area Lawn Maintenance	Cycle	28 cycles	115.00	**$118.45**
X	Grass Lake Rest Area Spring/Fall Cleanup	Each	2 (1 Spring & 1 Fall)	290.00	**$298.70**
X	Frontier Roadside Park Janitorial and Maintenance	Week	30 Weeks	188.00	**$193.64**
X	Frontier Roadside Park Lawn Maintenance	Cycle	28 Cycles	90.00	**$92.70**
X	Frontier Roadside Park Spring/Fall Cleanup	Each	2 (1 Spring & 1 Fall)	160.00	**$164.80**
X	Red Cedar Roadside Park Janitorial and Maintenance	Week	30 Weeks	186.00	**$191.58**
X	Red Cedar Roadside Park Lawn Maintenance	Cycle	28 Cycles	85.00	**$87.55**
X	Red Cedar Roadside Park Spring/Fall Cleanup	Each	2 (1 Spring & 1 Fall)	150.00	**$154.50**
X	Reed Roadside Park Janitorial and Maintenance	Week	30 Weeks	192.00	**$197.76**
X	Reed Roadside Park Lawn Maintenance	Cycle	28 Cycles	80.00	**$82.40**
X	Reed Roadside Park Spring/Fall Cleanup	Each	2 (1 Spring & 1 Fall)	150.00	**$154.50**

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **June 23, 2011**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B1300307
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **MJV Building Services** **P.O. Box 5076** **Lafayette, IN 47903** **Email:**	TELEPHONE Michael Voilmer **(269) 876-7788** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1145 **Lymon C. Hunter, CPPB**
Contract Compliance Inspector: See Location Specification Sheets **Janitorial & Grounds Maintenance Services – MRO – MDOT – University Region**	
CONTRACT PERIOD: 5 **yrs. + 1 one-year options** From: **July 1, 2011** To: **May 1, 2016**	
TERMS **N/A**	SHIPMENT **Per the attached specifications**
F.O.B. **N/A**	SHIPPED FROM **N/A**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION:	

TOTAL ESTIMATED CONTRACT VALUE: $975,230.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

CONTRACT NO. 071B1300307
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **MJV Building Services** **P.O. Box 5076** **Lafayette, IN 47903** **Email:**	TELEPHONE Michael Voilmer **(269) 876-7788** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1145 **Lymon C. Hunter, CPPB**
Contract Compliance Inspector: See Location Specification Sheets **Janitorial & Grounds Maintenance Services – MRO – MDOT – University Region**	
CONTRACT PERIOD: 5 **yrs. + 1 one-year options** From: **July 1, 2011** To: **May 1, 2016**	
TERMS **N/A**	SHIPMENT **Per the attached specifications**
F.O.B. **N/A**	SHIPPED FROM **N/A**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION: **The terms and conditions of this Contract are those of ITB #071I1300113, this Contract Agreement and the vendor's quote dated April 8, 2011. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.** **Estimated Contract Value: $975,230.00**	

FOR THE CONTRACTOR:	**FOR THE STATE:**
MJV Building Services Firm Name	Signature Lymon Hunter, CPPB, Buyer
Authorized Agent Signature	Name/Title Commodities Division
Authorized Agent (Print or Type)	Division
Date	Date

STATE OF MICHIGAN
Department of Technology Management and Budget
Purchasing Operations

Contract No. 071B1300307
Janitorial/Grounds Maintenance Services for Rest Areas & Roadside Parks

Buyer Name: Lymon C. Hunter, CPPB
Telephone Number: (517) 241-1145
E-Mail Address: HunterL@michigan.gov

Table of Contents

DEFINITIONS ***39***

Article 1 – Statement of Work (SOW) ***41***

1.010 Project Identification 41
1.011 Project 41
1.020 Scope of Work and Deliverables 41
1.021 In Scope 41
1.22 Work and Deliverable 41
1.030 Roles and Responsibilities 41
1.031 Contractor Staff, Roles, and Responsibilities 41
1.030 Roles and Responsibilities 41
B. SUPERVISION 41
1.040 Project Plan 42
1.041 Project Plan Management 42
F. Annual Service Review and Progress Meeting 43
1.042 Reports 43
1.050 Acceptance 43
1.051 Criteria 43
1.052 Final Acceptance - Deleted, Not Applicable 44
1.060 Proposal Pricing 44
1.061 Proposal Pricing 44
1.062 Price Term 44
1.063 Tax Excluded from Price 44
1.064 Holdback - Deleted, Not Applicable 44
1.070 Additional Requirements - Deleted, Not Applicable 44
1.071 Additional Terms and Conditions specific to this RFP - Deleted, Not Applicable 44

Article 2, Terms and Conditions ***45***

2.000 Contract Structure and Term 45
2.001 Contract Term 45
2.002 Options to Renew 45
2.003 Legal Effect 45
2.004 Attachments & Exhibits 45
2.005 Ordering 45
2.006 Order of Precedence 45
2.007 Headings 46
2.008 Form, Function & Utility - Deleted, Not Applicable 46
2.009 Reformation and Severability 46
2.010 Consents and Approvals 46
2.011 No Waiver of Default 46
2.012 Survival 46
2.020 Contract Administration 46
2.021 Issuing Office 46
2.022 Contract Compliance Inspector 46
2.023 Project Manager – Deleted, Not Applicable 47
2.024 Change Requests 47
2.025 Notices 47
2.026 Binding Commitments 47
2.027 Relationship of the Parties 47
2.028 Covenant of Good Faith 48
2.029 Assignments 48
2.030 General Provisions 48
2.031 Media Releases 48
2.032 Contract Distribution 48

2.033 Permits 48
2.034 Website Incorporation 48
2.035 Future Bidding Preclusion 48
2.036 Freedom of Information 49
2.037 Disaster Recovery 49
2.040 Financial Provisions 49
2.041 Fixed Prices for Services/Deliverables– Deleted, Not Applicable 49
2.042 Adjustments for Reductions in Scope of Services/Deliverables 49
2.043 Services/Deliverables Covered 49
2.044 Invoicing and Payment – In General 49
2.045 Pro-ration 50
2.046 Antitrust Assignment 50
2.047 Final Payment 50
2.048 Electronic Payment Requirement 50
2.050 Taxes 50
2.051 Employment Taxes 50
2.052 Sales and Use Taxes 50
2.060 Contract Management 50
2.061 Contractor Personnel Qualifications 50
2.062 Contractor Key Personnel 50
2.063 Re-assignment of Personnel at the State's Request 51
2.064 Contractor Personnel Location 51
2.065 Contractor Identification 51
2.066 Cooperation with Third Parties 51
2.067 Contractor Return of State Equipment/Resources 51
2.068 Contract Management Responsibilities 51
2.070 Subcontracting by Contractor 51
2.071 Contractor Full Responsibility 51
2.072 State Consent to Delegation 52
2.073 Subcontractor Bound to Contract 52
2.074 Flow Down 52
2.075 Competitive Selection 52
2.080 State Responsibilities 52
2.081 Equipment 52
2.082 Facilities 52
2.090 Security 53
2.091 Background Checks 53
2.092 Security Breach Notification 53
2.093 PCI Data Security Requirements – Deleted, Not Applicable 53
2.100 Confidentiality 53
2.101 Confidentiality 53
2.102 Protection and Destruction of Confidential Information 53
2.103 Exclusions 54
2.104 No Implied Rights 54
2.105 Respective Obligations 54
2.110 Records and Inspections 54
2.111 Inspection of Work Performed 54
2.112 Examination of Records 54
2.113 Retention of Records 55
2.114 Audit Resolution 55
2.115 Errors 55
2.120 Warranties 55
2.121 Warranties and Representations 55
2.122 Warranty of Merchantability – Deleted, Not Applicable 56

2.123 Warranty of Fitness for a Particular Purpose - Deleted, Not Applicable....56
2.124 Warranty of Title – Deleted, Not Applicable....56
2.125 Equipment Warranty –Deleted, Not Applicable....56
2.126 Equipment to be New - Deleted, Not Applicable....56
2.127 Prohibited Products – Deleted, Not Applicable....56
2.128 Consequences For Breach....56
2.130 Insurance....56
2.131 Liability Insurance....56
2.132 Subcontractor Insurance Coverage....58
2.133 Certificates of Insurance and Other Requirements....58
2.140 Indemnification....58
2.141 General Indemnification....58
2.142 Code Indemnification– Deleted, Not Applicable....58
2.143 Employee Indemnification....59
2.144 Patent/Copyright Infringement Indemnification....59
2.145 Continuation of Indemnification Obligations....59
2.146 Indemnification Procedures....59
2.150 Termination/Cancellation....60
2.151 Notice and Right to Cure....60
2.152 Termination for Cause....60
2.153 Termination for Convenience....61
2.154 Termination for Non-Appropriation....61
2.155 Termination for Criminal Conviction....61
2.156 Termination for Approvals Rescinded....61
2.157 Rights and Obligations upon Termination....62
2.158 Reservation of Rights....62
2.160 Termination by Contractor....62
2.161 Termination by Contractor....62
2.170 Transition Responsibilities....62
2.171 Contractor Transition Responsibilities....62
2.172 Contractor Personnel Transition....63
2.173 Contractor Information Transition....63
2.174 Contractor Software Transition - Deleted, Not Applicable....63
2.175 Transition Payments....63
2.176 State Transition Responsibilities....63
2.180 Stop Work....63
2.181 Stop Work Orders....63
2.182 Cancellation or Expiration of Stop Work Order....63
2.183 Allowance of Contractor Costs....64
2.190 Dispute Resolution....64
2.191 In General....64
2.192 Informal Dispute Resolution....64
2.193 Injunctive Relief....65
2.194 Continued Performance....65
2.200 Federal and State Contract Requirements....65
2.201 Nondiscrimination....65
2.202 Unfair Labor Practices....65
2.203 Workplace Safety and Discriminatory Harassment....65
2.204 Prevailing Wage – Deleted, Not Applicable....65
2.210 Governing Law....65
2.211 Governing Law....65
2.212 Compliance with Laws....65
2.213 Jurisdiction....66
2.220 Limitation of Liability....66

2.221 Limitation of Liability 66
2.230 Disclosure Responsibilities 66
2.231 Disclosure of Litigation 66
2.232 Call Center Disclosure – Deleted, Not Applicable 67
2.233 Bankruptcy 67
2.240 Performance 67
2.241 Time of Performance 67
2.242 Service Level Agreements (SLAs) – See Attachments "A" & "B" 67
2.243 Liquidated Damages – Deleted, Not Applicable 67
2.244 Excusable Failure 67
2.250 Approval of Deliverables 68
2.251 Delivery Responsibilities 68
2.252 Delivery of Deliverables 68
2.253 Testing – Deleted, Not Applicable 69
2.254 Approval of Deliverables, In General 69
2.255 Process For Approval of Written Deliverables– Deleted, Not Applicable 69
2.256 Process for Approval of Services 70
2.257 Process for Approval of Physical Deliverables – Deleted, Not Applicable 70
2.258 Final Acceptance 70
2.260 Ownership 70
2.261 Ownership of Work Product by State – Deleted, Not Applicable 70
2.262 Vesting of Rights – Deleted, Not Applicable 70
2.263 Rights in Data – Deleted, Not Applicable 70
2.264 Ownership of Materials – Deleted, Not Applicable 70
2.270 State Standards 70
2.271 Existing Technology Standards – Deleted, Not Applicable 70
2.272 Acceptable Use Policy – Deleted, Not Applicable 70
2.273 Systems Changes – Deleted, Not Applicable 70
2.280 Extended Purchasing 70
2.281 MiDEAL – Deleted, Not Applicable 70
2.282 State Employee Purchases - Deleted, Not Applicable 70
2.290 Environmental Provision 70
2.291 Environmental Provision 70
2.300 Other Provisions 71
2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials 72
Specifications (from 1.22 Work and Deliverable of the RFP) 73

PARKING LOT SNOW REMOVAL 91
Specifications (from 1.022 Work and Deliverable of the RFP) 94

MAINTENANCE, REPAIR & OPERATIONS (MRO) JANITORIAL / GROUNDS MAINTENANCE SERVICES for REST AREAS 98

CONTRACT NO. 071B1300 98

LOCATION SPECIFICATION SHEET (LSS) 98

LOCATION: Berry Rd. Rest Area 98

BERRY RD. REST AREA 99

MAINTENANCE, REPAIR & OPERATIONS (MRO) JANITORIAL / GROUNDS MAINTENANCE SERVICES for REST AREAS 103

CONTRACT NO. 071B1300 103

LOCATION SPECIFICATION SHEET (LSS) 103

LOCATION: Holt Rd. Rest Area **103**

HOLT RD. REST AREA ***104***

MAINTENANCE, REPAIR & OPERATIONS (MRO) JANITORIAL / GROUNDS MAINTENANCE SERVICES for REST AREAS **108**

CONTRACT NO. 071B1300 ..... **108**

LOCATION SPECIFICATION SHEET (LSS) **108**

LOCATION: Grass Lake Rest Area **108**

GRASS LAKE REST AREA ***109***

MAINTENANCE, REPAIR & OPERATIONS (MRO) JANITORIAL/GROUNDS MAINTENANCE SERVICES for **113**

ROADSIDE PARKS **113**

CONTRACT NO. 071B1300 ..... **113**

LOCATION SPECIFICATION SHEET (LSS) **113**

Location: Red Cedar Roadside Park **113**

Bidder Name: ***114***

RED CEDAR ROADSIDE PARK ***114***

MAINTENANCE, REPAIR & OPERATIONS (MRO) JANITORIAL/GROUNDS MAINTENANCE SERVICES for **117**

ROADSIDE PARKS **117**

CONTRACT NO. 071B1300 ..... **117**

LOCATION SPECIFICATION SHEET (LSS) **117**

Location: Reed Road Roadside Park **117**

Bidder Name: ***118***

REED ROAD ROADSIDE PARK ***118***

MAINTENANCE, REPAIR & OPERATIONS (MRO) JANITORIAL/GROUNDS MAINTENANCE SERVICES for **121**

ROADSIDE PARKS **121**

CONTRACT NO. 071B1300 ..... **121**

LOCATION SPECIFICATION SHEET (LSS) **121**

Location: Frontier Roadside Park **121**

FRONTIER ROAD ROADSIDE PARK ***122***

Attachment A, MDOT Rest Area Specifications
Attachment B, MDOT Road Side Park Specifications
Attachment C, Location Specification Sheet's (LSS)

DEFINITIONS

24x7x365 means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

Additional Service means any Services within the scope of the Contract, but not specifically provided under any Statement of Work.

Audit Period means the seven year period following Contractor's provision of any work under the Contract.

Bidder(s) are those companies that submit a proposal in response to this RFP.

Business Day means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

Blanket Purchase Order is an alternate term for Contract and is used in the Plan Sponsors' computer system.

CCI means Contract Compliance Inspector.

Days means calendar days unless otherwise specified.

Deleted – N/A means that section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

Deliverable means physical goods and/or services required or identified in a Statement of Work.

DTMB means the Michigan Department of Technology Management and Budget.

Environmentally Preferable Products means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to: those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

Hazardous Material means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

Incident means any interruption in any function performed for the benefit of a Plan Sponsor.

Key Personnel means any personnel identified in **Section 1.031** as Key Personnel.

New Work means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, such that once added will result in the need to provide the Contractor with additional consideration. "New Work" does not include Additional Service.

Ozone-depleting Substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

Post-Consumer Waste means any product generated by a business or consumer which has served its intended end use; and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

Post-Industrial Waste means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

Recycling means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

Reuse means using a product or component of municipal solid waste in its original form more than once.

RFP means a Request for Proposal designed to solicit proposals for services.

Services means any function performed for the benefit of the State.

SLA means Service Level Agreement.

Source Reduction means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

State Location means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

Subcontractor means a company selected by the Contractor to perform a portion of the Services, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

Unauthorized Removal means the Contractor's removal of Key Personnel without the prior written consent of the State.

Waste Prevention means source reduction and reuse, but not recycling.

Pollution Prevention means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

Work in Progress means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

Work Product refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by the Contract.

Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project

This Contract is for Janitorial and Grounds Maintenance Services at the Department of Transportation's (MDOT) Rest Areas and Roadside Parks in the University Region.

The locations are: **University Region:**, Reed Road Road Side Park, Frontier Road Side Park, Red Cedar Road Side Park, Berry Road Rest Area, Holt Road Rest Area and Grass Lake Rest Area.

1.020 Scope of Work and Deliverables

1.021 In Scope

The Contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform the services as described in the attached Location Specification Sheet(s) (LSS).

1.22 Work and Deliverable

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Attachment A and the Location Specification Sheets (LSS).

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

1.030 Roles and Responsibilities

A. PERSONNEL

1. Contractor shall identify personnel requirements by number and skill including names and proposed physical location of executive and professional personnel who would be employed in this project in its work-plan (and shall indicate through the use of organizational diagrams and/or narrative statements, the specific functions of each assigned individual with detailed qualifications of employees and Subcontractors assigned to his project), for at least the following:
   - Project Manager
   - Site Supervisor
   - Staff Support
   - Subcontractors

2. The State reserves the right to approve personnel for this project and to require replacement of personnel found to be unacceptable at any time during the project. (See Section 2.060).

3. Contractor shall be responsible for repair, replacement or cleanup as necessary due to carelessness or negligence on the part of the Contractor and its personnel.

B. SUPERVISION

Contractor shall provide all supervision as may be necessary to oversee its personnel:

1. The Contractor's site supervisor or superintendent shall be a qualified and trained person whom, on a full time basis and is designated in writing, as the Contractor's representative at the rest area site. Any person who functions as an attendant is not considered a supervisor.

2. Contractor shall exercise all supervisory control and general control over all day-to-day operations of his/her employees, including control over all workers duties. At the conclusion of each service, the Contractor shall inspect the facility for completion and performance quality of the required services. The Contractor shall also be responsible for payment of all wages to employees, taxes and fringe benefits, sick leave, pension benefits, vacations, medical benefits, life insurance, or unemployment compensation or the like. The Contractor shall discipline his/her employees, as needed including firing and hiring.

3. Contractor must maintain a secure environment while servicing the facility. The Contractor shall comply with all security regulations and special working conditions as required by the agency:

- No one is allowed into the facility other than those individuals responsible for performing services.
- In locations that include a security alarm system, Contractor must also properly set the security alarm when leaving (if applicable).
- Failure to maintain a secure environment and set the security alarm (where applicable) will result in issuance of a complaint and possible cancellation of the Contract.
- Any cost incurred from a security service or local police for false alarms caused by failure of the Contractor to properly set the security alarm will be the responsibility of the Contractor.

4. Should the Contract be cancelled for failure to lock the building, or properly set the security alarm, the cost of changing the building locks and re-coding the security alarm, if applicable, will be charged to the Contractor. These costs may be deducted from the monthly payment due the Contractor.

5. The agency Contract Compliance Inspector (CCI) may require the Contractor to immediately remove any employee(s) from the agency's premises for just cause. The Contractor will assume any and all responsibilities relating to this removal. Any employee so removed may not be placed in another state agency.

6. The agency CCI shall make final determination of a Contractor's employee's suitability for assignment to a specific location. Problems of this nature will be addressed with the Contractor's management.

1.040 Project Plan

1.041 Project Plan Management

A. For each location, a project work plan for managing implementation of the services shall be specified and submitted to the CCI for review and approval.

B. Project management plan shall identify methods, tools and processes proposed to oversee the project, address issues and changes as may arise, and keep the appropriate parties apprised of progress.

C. Contractor will carry out this project under the direction and control of the specified CCI for the respective locations where services are to be performed.

D. Contractor shall meet with the CCI and other agency or departmental project-leads, on a basis to be established by CCI and Contractor, but shall meet quarterly, at a minimum, for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise, and to continuously communicate with the agency/departmental project-lead.

E. Contractor's Work Plan, which must be approved prior to commencement of work, must include the following:

1. Equipment List - indicating description, age, manufacturer, model and serial number of each piece. Equipment must meet or exceed all requirements defined under "Equipment Requirements" in this document. All equipment must be in the Contractor's possession, available for use and fully operational, prior to Contract award.

2. Schedule Of Operations - personnel expected to complete work on the Contract.

3. Name(s) of supervisors – 24-hour contact telephone numbers and best contact times.

4. Equipment failure **WILL NOT** constitute an acceptable reason for failure to provide service. Adjustments to providing this service, including any weather-related deviations, must be approved by the CCI or designated representative.

5. Proof of Insurance as defined in the Standard Terms and Conditions attached to this document must be provided to Purchasing Operations **prior** to Contract award.

6. Any misrepresentation by the Contractor of its ability to perform the work described in this RFP will be grounds for immediate termination. In such case, the Contract will be awarded to the next lowest bidder who can demonstrate the ability to perform the work.

F. Annual Service Review and Progress Meeting

1. The CCI may request an audit of the services provided each year under the specifications, terms, and conditions of the Contract. The audit will be a joint activity of MDOT and Purchasing Operations.

2. An unsatisfactory audit may result in cancellation of the Contract under the terms of the Cancellation Clause in the Contract. Further, should the Contract be cancelled for cause, the Contractor so cancelled will not be allowed to participate in request(s) for continuation of this service.

3. The audit will consist of an evaluation of the total service quality, including responsiveness, timeliness of required reporting, and any other specifics as required under the terms of the Contract. The results of the audit along with Contract recommendations will be published by Purchasing Operations and distributed to the respective Agency(s).

4. Should the Contractor desire, a meeting will be arranged between all concerned parties within 10 calendar days of the date the Contractor received, or could have reasonably been expected to receive, his/her copy of the audit. This meeting will provide an opportunity for the Contractor to present his/her reactions to audit recommendations.

1.042 Reports
Reports (forms provided by MDOT) shall be distributed and discussed during the pre-maintenance meeting.

1.050 Acceptance

1.051 Criteria
The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

The CCI will conduct inspections for all specifications identified in the Contract and will provide performance evaluations to the Contractor noting any deficiencies. The CCI (or his/her appointed representative) shall make the final determination as to whether any task has been satisfactorily performed.

The CCI will also maintain a record comprised of complaints from agency or departmental staff and provide record of this to the Contractor; this record will identify the areas requiring special attention on that day, which must to be completed by Contractor within eight hours of its receipt.

Contractor must remain responsible to make any necessary changes if the CCI determines that any task has not been performed adequately or satisfactorily. Contractor must correct the deficiency within 24 hours from notice of the deficiency, or sooner depending on the severity of the task.

Should the Contractor fail to correct specification deficiencies, a Complaint to Vendor (Vender Performance form) will be filed by the CCI. Repeated failure to correct specification deficiencies resulting in issuance of subsequent Complaint to Vendor (Vendor Performance form) may result in cancellation of the Contract.

1.052 Final Acceptance - Deleted, Not Applicable

1.060 Proposal Pricing

1.061 Proposal Pricing
For authorized Services and Price List, see Location Specification Sheet(s) (LSS).

State Administrative Fee - Deleted, Not Applicable

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

Prices are subject to change at the end of each 365-day period. Such changes must be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes must be firm for the remainder of the Contract period unless further revised at the end of the next 365-day period. Requests for price changes must be RECEIVED IN WRITING AT LEAST 10 DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the Contract may be cancelled. The Contractor remains responsible for performing according to the Contract terms at the Contract price for all orders received before price revisions are approved or before the Contract is cancelled.

1.063 Tax Excluded from Price
(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Holdback - Deleted, Not Applicable

1.070 Additional Requirements - Deleted, Not Applicable

1.071 Additional Terms and Conditions specific to this RFP - Deleted, Not Applicable

Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term
The Contract is for a period of 5 years beginning July 1, 2011 through May 1, 2016. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew
This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to (1) one additional one year period.

2.003 Legal Effect
Contractor must show acceptance of the Contract by signing two (2) copies of the Contract and returning them to the Contract Administrator. The Contractor must not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a Contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under the Contract, until Contractor is notified in writing that the Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits
All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing the Contract, are incorporated in their entirety and form part of the Contract.

2.005 Ordering
The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under the Contract. All orders are subject to the terms and conditions of the Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor must furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence
(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005.**

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.

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

2.008 Form, Function & Utility - Deleted, Not Applicable

2.009 Reformation and Severability
Each provision of the Contract is severable from all other provisions of the Contract and, if one (1) or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals
Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default
If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival
Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office
The Contract is issued by the Department of Technology Management and Budget, Purchasing Operations and MDOT (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of the Contract.** The Contractor Administrator within Purchasing Operations for the Contract is:

Purchasing Operations
Department of Technology Management and Budget
Attn: Lymon C. Hunter, CPPB
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
(517) 241-1145
HunterL@Michigan.gov

2.022 Contract Compliance Inspector
After DTMB-Purchasing Operations receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with MDOT, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of the Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DTMB Purchasing Operations**. The CCI for the Contract is:

The CCI for the Contract is:

See the attached LSS Sheets.

2.023 Project Manager – Deleted, Not Applicable

2.024 Change Requests

The State reserves the right to request, from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

(a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under the Contract, describing the Change and its effects on the Services and any affected components of the Contract (a "Contract Change Notice").

(b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the DTMB-Purchasing Operations.

(c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of the Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the State contact as noted in Section 2.021 and the Contractor's contact as noted on the cover page of the contract, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

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

2.028 Covenant of Good Faith
Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties must not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments
(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the requirements of the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one (1) entity continues.

(c) If the Contractor intends to assign the Contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 Media Releases
News releases (including promotional literature and commercial advertisements) pertaining to the RFP and 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 from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution
Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.033 Permits
Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation
The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion
Contractor acknowledges that, to the extent the Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.036 Freedom of Information
All information in any proposal submitted to the State by Contractor and the Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery
Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under the Contract must provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables– Deleted, Not Applicable

2.042 Adjustments for Reductions in Scope of Services/Deliverables
If the scope of the Services/Deliverables under any Statement of Work issued under the Contract is subsequently reduced by the State, the parties must negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered
For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under the Contract, the State must not be obligated to pay any amounts in addition to the charges specified in the Contract.

2.044 Invoicing and Payment – In General
(a) Each Statement of Work issued under the Contract must list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice must show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis must show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the CCI and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

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

The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the CCI, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 Pro-ration
To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services must be pro-rated for any partial month.

2.046 Antitrust Assignment
The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of the Contract.

2.047 Final Payment
The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one (1) party against the other arising from unsettled claims or failure by a party to comply with the Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under the Contract must constitute a waiver of all claims by Contractor against the State for payment under the Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement
Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at http://www.cpexpress.state.mi.us. As stated in 1984 PA 431, all contracts that the State enters into for the purchase of goods and services must provide that payment will be made by Electronic Fund Transfer (EFT).

2.050 Taxes

2.051 Employment Taxes
Contractors are expected to collect and pay all applicable federal, state, and local employment taxes.

2.052 Sales and Use Taxes
Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two (2) or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications
All persons assigned by Contractor to the performance of Services under the Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of the Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for the Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel
(a) The Contractor must provide the CCI with the names, telephone numbers and e-mail addresses of personnel assigned to the contract (i.e., accounts receivable, customer service, supervisor, etc.)

2.063 Re-assignment of Personnel at the State's Request
The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location
All staff assigned by Contractor to work on the Contract must perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, personnel assigned must, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification
Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties
Contractor must cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor must provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with the Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and must not unnecessarily or unreasonably interfere with, delay, or otherwise impede Contractor's performance under the Contract with the requests for access.

2.067 Contractor Return of State Equipment/Resources
The Contractor must return to the State any State-furnished equipment, facilities, and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

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

2.070 Subcontracting by Contractor

2.071 Contractor Full Responsibility
Contractor has full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under the Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to Delegation
Contractor must not delegate any duties under the Contract to a Subcontractor unless the DTMB-Purchasing Operations has given written consent to such delegation. The State reserves the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

2.073 Subcontractor Bound to Contract
In any subcontracts entered into by Contractor for the performance of the Services, Contractor must require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor is the responsibility of Contractor, and Contractor must remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor must make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under the Contract will not relieve Contractor of any obligations or performance required under the Contract.

2.074 Flow Down
Except where specifically approved in writing by the State on a case-by-case basis, Contractor must flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection
The Contractor must select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 Equipment
The State must provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities
The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and, unless agreed otherwise by the parties in writing, must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor must not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/dit. Furthermore, Contractor personnel must agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff must comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State, in writing, any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Requirements – Deleted, Not Applicable

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses, and will continue to possess, confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under the Contract, is marked as confidential, proprietary, or with a similar designation by the State. "Confidential Information" excludes any information (including the Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor must each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by the Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party must limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of the Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under the Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, 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 and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions
Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights
Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations
The parties' respective obligations under this Section must survive the termination or expiration of the Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed
The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records
For seven (7) years after the Contractor provides any work under the Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records
Contractor must maintain at least until the end of the Audit Period, all pertinent financial and accounting records (including time sheets and payroll records, information pertaining to the Contract, and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution
If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor must respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors
(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) invoices. If a balance remains after four (4) invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations
The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under the Contract. The performance of all obligations under the Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under the Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under the Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under the Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under the Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in the Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into the Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under the Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two (2) days of learning about it.

(h) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract start date, the Contractor must report those changes immediately to DTMB-Purchasing Operations.

2.122 Warranty of Merchantability – Deleted, Not Applicable

2.123 Warranty of Fitness for a Particular Purpose - Deleted, Not Applicable

2.124 Warranty of Title – Deleted, Not Applicable

2.125 Equipment Warranty –Deleted, Not Applicable

2.126 Equipment to be New - Deleted, Not Applicable

2.127 Prohibited Products – Deleted, Not Applicable

2.128 Consequences For Breach
In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of the Contract.

2.130 Insurance

2.131 Liability Insurance
The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of Services under the terms of the Contract, whether the Services are performed by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under the Contract.

All insurance coverage's provided relative to the Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in the Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in the Contract must be issued by companies that have been approved to do business in the State. See www.michigan.gov/deleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked ☑ below:

☑ 1. Commercial General Liability with the following minimum coverage:
$2,000,000 General Aggregate Limit other than Products/Completed Operations
$2,000,000 Products/Completed Operations Aggregate Limit
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 2. If a motor vehicle is used to provide services or products under the Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor‘s business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 3. Workers’ compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor’s domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees’ activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ 4. Employers liability insurance with the following minimum limits:
$100,000 each accident
$100,000 each employee by disease
$500,000 aggregate disease

☐ 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of $1,000,000.00 with a maximum deductible of $50,000.00.

☐ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars ($10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: $3,000,000.00 each occurrence and $3,000,000.00 annual aggregate.

☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under the Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and

control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage
Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under the Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor must fully comply with the insurance coverage required in this Section. Failure of Subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements
Contractor must furnish to DTMB-Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies MUST NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, DTMB. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three (3) years following the expiration or termination for any reason of the Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under the Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in the Contract, or if any insurer cancels or significantly reduces any required insurance as specified in the Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification
To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of the Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification– Deleted, Not Applicable

2.143 Employee Indemnification
In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification
To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its Subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under the Contract.

2.145 Continuation of Indemnification Obligations
The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures
The procedures set forth below must apply to all indemnity obligations under the Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under the Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. 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. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, then the State must provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

(a) The State may terminate the Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under the Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If the Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating the Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in the Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under the Contract.

(c) If the State chooses to partially terminate the Contract for cause, charges payable under the Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates the Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in the Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate the Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate the Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate the Contract in part, the charges payable under the Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

(a) Contractor acknowledges that, if the Contract extends for several fiscal years, continuation of the Contract is subject to appropriation or availability of funds for the Contract. If funds to enable the State to effect continued payment under the Contract are not appropriated or otherwise made available, the State must terminate the Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under the Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates the Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate the Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate the Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State must pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates the Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from the Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates the Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under the Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under the Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for Services and Deliverables provided under the Contract, and may further pursue completion of the Services/Deliverables under the Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of the Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate the Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under the Contract, (ii) breaches its other obligations under the Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.190** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates the Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If the Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in

no event will exceed 24 hours. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175.**

2.172 Contractor Personnel Transition
The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by the Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's Subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's Subcontractors or vendors. Contractor must notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition
The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under the Contract. The Contractor must provide the State with asset management data generated from the inception of the Contract through the date on which the Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor must deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition - Deleted, Not Applicable

2.175 Transition Payments
If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor must prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities
In the event that the Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:
(a) Reconciling all accounts between the State and the Contractor;
(b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders
The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

2.182 Cancellation or Expiration of Stop Work Order
The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts

its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment must conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs
If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.150**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180.**

2.190 Dispute Resolution

2.191 In General
Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution
(a) All disputes between the parties must be resolved under the Contract Management procedures in the Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DTMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one (1) party to another for non-privileged information reasonably related to the Contract must be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DTMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section must not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief
The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance
Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination
In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of the Contract or any purchase order resulting from the Contract must contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 Unfair Labor Practices
Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment
In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html.

2.204 Prevailing Wage – Deleted, Not Applicable

2.210 Governing Law

2.211 Governing Law
The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws
Contractor must comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction
Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability
Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation
(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of the Contract would cause a reasonable party to be concerned about:

(i) the ability of Contractor (or a Subcontractor) to continue to perform the Contract according to its terms and conditions, or
(ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of the Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
(a) Contractor and its Subcontractors must be able to continue to perform the Contract and any Statements of Work according to its terms and conditions, and
(b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:
(1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB-Purchasing Operations.

(2) Contractor must also notify DTMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
(3) Contractor must also notify DTMB Purchasing Operations within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure – Deleted, Not Applicable

2.233 Bankruptcy
The State may, without prejudice to any other right or remedy, terminate the Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:
(a) the Contractor files for protection under the bankruptcy laws;
(b) an involuntary petition is filed against the Contractor and not removed within 30 days;
(c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
(d) the Contractor makes a general assignment for the benefit of creditors; or
(e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under the Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance
(a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.241(a),** Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLAs) – See Attachments "A" & "B"

2.243 Liquidated Damages – Deleted, Not Applicable

2.244 Excusable Failure
Neither party will be liable for any default, damage, or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military, or otherwise), power failure, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the

non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. but the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables

2.251 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under the Contract.

(a) Shipment responsibilities - Services performed/Deliverables provided under the Contract must be delivered "F.O.B. Destination, within Government Premises." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates must be specified on the individual purchase order.

(b) Delivery locations - Services must be performed/Deliverables must be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.

(c) **- Deleted, Not Applicable**

2.252 Delivery of Deliverables

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

2.253 Testing – Deleted, Not Applicable

(b) If a Deliverable includes installation at a State Location, then Contractor must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State is entitled to observe or otherwise participate in testing.

2.254 Approval of Deliverables, In General

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.253**.

(d) The State must approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three (3) opportunities (the original and two (2) repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

2.255 Process For Approval of Written Deliverables– Deleted, Not Applicable

2.256 Process for Approval of Services
The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor must correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts must be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State must have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.257 Process for Approval of Physical Deliverables – Deleted, Not Applicable

2.258 Final Acceptance
Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.260 Ownership

2.261 Ownership of Work Product by State – Deleted, Not Applicable

2.262 Vesting of Rights – Deleted, Not Applicable

2.263 Rights in Data – Deleted, Not Applicable

2.264 Ownership of Materials – Deleted, Not Applicable

2.270 State Standards

2.271 Existing Technology Standards – Deleted, Not Applicable

2.272 Acceptable Use Policy – Deleted, Not Applicable

2.273 Systems Changes – Deleted, Not Applicable

2.280 Extended Purchasing

2.281 MiDEAL **– Deleted, Not Applicable**

2.282 State Employee Purchases - Deleted, Not Applicable

2.290 Environmental Provision

2.291 Environmental Provision
Hazardous Materials:
For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation, or disposal of which is regulated by the federal, State, or local laws governing the protection of the public health, natural resources, or the environment. This includes, but is not limited to, materials such as batteries and circuit packs, and other

materials that are regulated as (1) “Hazardous Materials” under the Hazardous Materials Transportation Act, (2) “chemical hazards” under the Occupational Safety and Health Administration standards, (3) “chemical substances or mixtures” under the Toxic Substances Control Act, (4) “pesticides” under the Federal Insecticide Fungicide and Rodenticide Act, and (5) “hazardous wastes” as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State, and local laws. The State must provide a safe and suitable environment for performance of Contractor’s Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State’s convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.242** for a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:
The Contractor must comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to the Contract.

Environmental Performance:
Waste Reduction Program: Contractor must establish a program to promote cost-effective waste reduction in all operations and facilities covered by the Contract. The Contractor's programs must comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Other Provisions

2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

"Forced or indentured child labor" means all work or service: exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

Attachment A.
MDOT Rest Area Contract Specifications

Specifications (from 1.22 Work and Deliverable of the RFP)

Definite Specifications - All services to be furnished hereunder shall conform to the specifications as noted herein.

Seasonal Closure
The Michigan Department of Transportation (MDOT) reserves the right to close Rest Areas during the winter due to budget constraints. MDOT will notify the Contractor 30 calendar days in advance of the scheduled closing date.

Measurement and Payment
The information contained in this LSS represents a summary of the estimated work to be provided. The bid price submitted must include all labor, materials, equipment, and incidentals to complete the work as specified. The completed work as measured for REST AREA MAINTENANCE, LAWN MAINTENANCE, SPRING AND FALL CLEANUP AND LAWN AERATION, will be paid for at the contract unit prices for the bid items.

Pre-Maintenance Meeting
Prior to starting any work on a Contract, a meeting will be called by the CCI, or their representative, to discuss Contract provisions. The Contractor's designated supervisor shall be identified at this meeting. MDOT contact personnel and phone numbers will also be identified at this time. Reports (forms provided by MDOT) shall be distributed and discussed during this meeting.

Subcontracting and Prime Contractor Responsibilities
No Subcontractor may be assigned to the Contract without prior approval of DTMB – Purchasing Operations.

The Prime Contractor will be required to assume responsibility for all contractual activities offered in this proposal whether or not the Contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract. Should the Contractor use Subcontractors to perform part of the work, the Contractor remains fully responsible for completion of the work in accordance with the Contract as if no portion of it had been Subcontracted. **SUBCONTRACTED WORK IS LIMITED TO THE LAWN MAINTENANCE, LAWN AERATIONAND/OR SPRING AND FALL CLEANUP BID ITEMS ONLY.** Any changes in Subcontractors may only be made with PRIOR APPROVAL from the DTMB – Purchasing Operations. The Contractor shall submit a list naming all Subcontractors, including firm name, the name of the supervisor, address and complete description of work they will perform under the Contract within 10 days of the notification of award.

The State reserve the right to approve or reject any or all Subcontractors for this project and to require the Prime Contractor to replace Subcontractors found to be unacceptable or it is determined that they cannot meet the requirements of the Contract. **The Contractor is totally responsible for adherence by the Subcontractor to all provisions of the Contract.**

Contractor Status
The Contractor and his/her employees, at all times, shall be considered as an independent Contractor and not as MDOT/State employees. As an independent Contractor, the Contractor's payment under the Contract shall not be subject to any withholding for tax, social security, or other purposes; nor, shall the Contractor or his/her employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, or unemployment compensation or the like from MDOT/CRC/State.

The Contractor shall exercise all supervisory control and general control over all day-to-day operations of his/her employees including control over all workers' duties. The Contractor shall also be responsible for payment of all wages to employees, taxes and fringe benefits, and shall discipline employees, as needed, including firing and hiring.

Default
Non-Acceptable conditions: Should an inspection by the State reveal that the Contractor's work results in any non-acceptable maintenance conditions:

- MDOT, at the time of the first circumstance, shall call for a meeting with the Contractor to review the condition.
- Should a second non-acceptable condition develop, a second meeting will be held. A letter of warning will follow.
- Should a third non-acceptable condition develop, a written notice of termination will be sent to the Contractor from Purchasing Operations.
- In the event of such termination, the State may deem appropriate to perform services similar to those so terminated. The Contractor shall be liable to the State for any excess costs for such services. The Contractor shall not be liable for any increased cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

Contract Changes and/or Contract Modifications
DTMB-Purchasing Operations reserves the right to modify janitorial and/or grounds maintenance/lawn care services during the course of this contract. Such modifications may include changing the location to be serviced, size of cleaning area, number of hours and/or days service is to be performed, as well as changes in frequency of performance of any listed tasks and/or addition or deletion of tasks to be performed, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases.

IN THE EVENT PRICES ARE NOT MUTUALLY AGREEABLE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.
Price adjustments due to any of the foregoing changes shall be based on a pro-rata basis based on this bid/contract. Prices for extra work requested during this contract, which are not part of this contract, will be negotiated prior to the time of occurrence.

Changes of any nature after contract award, which reflect an increase or decrease in requirements of cost shall require a written advice of change to be issued by DTMB-Purchasing Operations. SUCH CHANGES, IF PERFORMED IN ADVANCE OF THE STATE'S APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.

Laws, Ordinances and Regulations
The Contractor shall keep himself/herself fully informed and shall comply with all local, state, and federal laws, ordinances, and regulations.

Permits and Licenses
Any permits, licenses, certificates, or fees required for the performance of the work, shall be obtained and paid for by the Contractor.

Industry Rules and Codes
All work shall be done in compliance with the applicable rules of the industry which shall be considered as included on these specifications, shall comply with all local and state codes, and be approved by the State prior to use.

Protection of Property
The Contractor shall be responsible for protecting and preserving, from damage, to any and all facilities, public and private, which are adjacent to the areas where work is being performed.

Use of Property
The Contractor and/or individual employees DO NOT have the authority to permit any use of the facility. The Contractor and/or employee shall report any activity of which they were not previously aware to the CCI as soon as possible.

Time and Progress
It is understood and agreed that TIME IS OF THE ESSENCE in respect to the work contemplated herein, and the Contractor agrees to do the work covered by the Contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence so as to complete any work required under the contract within the shortest reasonable periods of time.

Equipment and Materials, Inspection
The CCI shall have the right to inspect all equipment and materials, which is to be used in carrying out the terms of the Contract. Any such equipment or materials, which do not comply with local, state and federal codes, or with the Contract, may be rejected.

Property/Equipment Damage Report
In all instances where state property or equipment is damaged, the Contractor shall first notify the CCI immediately and then submit a full report of the facts and extend of damage in writing within 24 hours.

Accidents
Any accident on the premises shall be reported immediately to the appropriate MDOT CCI. Regular and emergency phone numbers will be provided at the pre-maintenance meeting.

Time Clock
The Contractor will install and maintain a time clock, or other documentation device, as approved by the CCI. All contractor employees must log in/out each day. The time clock, or other approved devices, shall be kept in accurate working order for the duration of the Contract. Unaltered documentation, verifying hours worked, shall be submitted with each invoice in order to receive payment.

First Aid Kits
First Aid kits shall be provided for the attendants' use by the Contractor. At a minimum, the kits shall contain: 16 individually wrapped packaged adhesive bandages, two rolls of adhesive tape, 3" x 3" gauze pads, 10 antiseptic wipes, burn cream, first aid cream, one triangular bandage, aspirin or acetaminophen, scissors and tweezers. This kit shall be in an impact resistant case, and easily accessible to the attendants.

Contractor General Responsibilities and Requirements
The Contractor shall be responsible for the satisfactory, and complete, execution of the work in accordance with the intent of the specifications. The Contractor shall provide, without extra charge, all incidental items required as a part of the work even though not specified or indicated.

No advertising depicting the Contractor's business may be displayed at the rest area.

The Contractor shall coordinate his/her operations with other Contractors, MDOT operations and/or permitted activities. The Contractor shall not give keys to individuals other than his/her employees.

No Contractor's vehicle will be allowed on sidewalk and lawn areas. Parking area will be designated by MDOT.

No televisions, equipment that play DVD's or VCR's, full size refrigerators, beds/cots, couches or lazy boy type chairs and storage of more food items than will be eaten that day will not be allowed at the rest area.

A telephone service will be installed in the building, at the Contractor's expense, and maintained throughout the duration of the contract. Whenever possible, the phone number must be the same as the current phone number. Long distance service will also be required with this phone service in order to be able to contact MDOT Maintenance staff when necessary
No cell phones will be allowed for the phone service.

Contractor's employees shall be able to understand and speak the English language.

Contractor to furnish:

- All transportation for their employees.
- All maintenance equipment necessary to carry out the requirements of the Contract.
- Adequate and proper training for all employees.

In emergencies affecting the safety of persons, the work or property at the site, or adjacent thereto, the Contractor, without instruction or authorization from the CCI, is obligated to act at his/her discretion, to prevent threatened damage, injury or loss. He/she shall contact the CCI immediately of any significant changes in the work or deviations from the Contract documents caused thereby.

Any requests for information by any news media organization (newspapers, TV stations, radio, etc.) shall immediately be directed to the CCI. The Contractor and/or his/her employees shall not speak on behalf of MDOT.

The Contractor shall have separate crews for mowing and janitorial services. Personnel assigned to janitorial duties shall not perform mowing tasks.

The Contractor's responsibility is to not damage MDOT property and to use only such materials and treatments that will enhance the appearance of the Rest Area.

In addition to what is outlined in the General Conditions, the Contractor shall furnish:

Maintenance equipment, gardening and watering equipment for maintaining landscape beds and are responsible for the maintenance thereof.

All snow removal equipment necessary to maintain all sidewalks free from ice and snow including, but not limited to:

- A minimum four horse power (4 HP) 2-Stage Snow Blower
- Two Snow Shovels, minimum 24" wide
- Ice Scrapers
- Adequate, proper training for all attendants.

All supplies, used by the public and materials necessary for cleaning, purchased must meet specifications outlined in the "Approved Material List".

Legal disposal of all refuse and associated costs are the Contractor's responsibility. Proof of proper disposal (receipts, bills) shall be provided upon CCI's request. No bagged refuse shall be stored on site unless contained in a dumpster. Onsite refuse storage shall be limited to one 10 yard dumpster. Dumpster will be located as specified by the CCI.

Materials and Supplies:
The Contractor shall be required to submit a complete list, at the pre-maintenance meeting, of the name and product number, of all supplies to be used in fulfilling the Contract. MDOT reserves the right to accept or reject these items. An acceptable substitute must be immediately furnished for any rejected item. A current Material Safety Data Sheet (MSDS) for each product must be kept in a notebook at the rest area at all times as required by OSHA's Hazard Communication Standard, 29 CFR 1910.1200

Flammable Liquids:
The maximum amount of gasoline allowed to be stored at a rest area is five U.S. gallons. Gasoline must be
stored in an approved galvanized steel, safety gas can. Fueling of equipment is not allowed in the Rest Area building. All fueling must take place outdoors. Storage of flammable and combustible liquids must meet the requirements of the Michigan Occupational Safety and Health Administration (MIOSHA), General Safety and Health Standard, Part 75 Flammable & Combustible Liquids,,R408.17501(d)(5)(iii) Office occupancies. Storage of flammable material must conform to these requirements. The fuel container and snowblower can be kept in the rest area if the above regulations are followed.

Material Storage:
No more than a two week supply of any material shall be stored at each Rest Area at any time of the year. The De-icing Chemical may not be stored within the rest area prior to November 1 and any remaining quantities must be removed by May 1 each year.
All De-icing Chemical must be stored on a wood pallet, not directly on the concrete floor in the rest area utility room. De-icing Chemical must be loaded into spreader out doors, not within the building.
If the rest area has a separate storage building/shed on the premise, all De-icing Chemical, snow removal equipment and up to five (5) U.S. gallons of gasoline shall be stored within it as directed by MDOT. These items may not be stored within the rest area building where there is separate storage buildings/shed. No other equipment, supplies or trash shall be stored in the storage building/shed.

Contractor shall supply MDOT with quantities of each material used at the end of each Contract year.

Report any vandalism, illegal dumping and any non-pickup to the CCI.

The Contractor shall provide the CCI with an up to date master list of all employees working at the Rest Area. The list shall include the supervisor's name and telephone numbers where they can be reached 24 hours a day.

MDOT General Responsibilities
MDOT is responsible for the general maintenance of their facilities and all other maintenance not specifically required of the Contractor under the Contract.

Maintenance performed by MDOT:

- Water conditioning equipment
- Building structures or shelters
- Trees and shrubs, placing and planting, trimming and removal
- Heating and plumbing systems, unless specified as the Contractor's minor maintenance
- Fences
- Lagoons, tile fields and septic tanks
- Electrical equipment
- Utility bills, except utility room phone

Inspection for compliance:
Inspection may occur anytime during the Contract. The CCI, or his/her representative, may inspect periodically on weekends and during holiday periods.

Errors and Omissions
The Contractor shall not take advantage of any apparent error or omission in these specifications or other Contract documents, and if any inconsistency, omission or conflict is discovered in the specifications or other Contract documents, or if in any place the meaning of the specifications or other Contract documents, is obscure, or uncertain, or in dispute, the DTMB Buyer will decide as to the true intent.

Supervision, Employee Qualification and Training
Supervision: The Contractor shall designate a qualified supervisor or superintendent, in writing, as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present at each site a minimum of three (3) times per week, to perform adequate supervision and coordination of the work. The supervisor must document all time spent at each facility by logging into/logging out on the time clock or other approved device. The supervisor must document the condition of each facility on the Rest Area Maintenance Inspection Report (Form 0464) each time they are at each rest area. The form shall be submitted to MDOT as directed by the CCI. The Contractor shall be responsible for the quality and standards of workmanship completed under the Contract, including the work of the all subcontractors.

Qualifications of the Contractor's Employees: The Contractor shall provide employees in performing the services required herein. The inability by the Contractor to maintain a regular and consistent work force may result in default of Contract.

The Contractor shall, at all times, be responsible for the **appearance, conduct and discipline** of his/her employees and/or any Subcontractor, or persons, employed by Subcontractors. All workers shall have sufficient knowledge, skill and experience to properly perform the work assigned to them. Any foreman or worker employed by the Contractor or Subcontractor, who, in the opinion of the CCI does not perform his/her work in a skilled manner, appears to be incompetent, or acts in a disorderly or intemperate manner, may be removed immediately at the written request of the CCI. Failure by the Contractor to respond appropriately to complaints regarding appearance, conduct and discipline of his/her employees will be considered a non-acceptable maintenance condition and default procedures may be initiated accordingly.

Payment
The Contractor shall present a monthly invoice to the MDOT address identified herein for services rendered. The billing shall be at the Contracted price as outlined in the Contract. The billing shall contain, if applicable, adjustments for approved additions, deletions or changes in services and Unaltered documentation, verifying hours worked, shall be submitted with each invoice in order to receive payment. MDOT will pay the billed amount monthly. MDOT shall remit net 30 days upon receipt of invoice.

Service Review
MDOT may request an audit of the services provided under the terms of the Contract. The audit will be a joint activity of the Using Agency and DTMB.

An unsatisfactory audit may result in cancellation of the Contract under terms of the Cancellation Clause in the Contract. Further, should the Contract be cancelled for cause, the Contractor so cancelled will not be allowed to participate in request(s) for continuation of this service.

The audit will consist of an evaluation of the total service quality, including responsiveness, timeliness of required reporting, and any other specifics as required under the terms of the Contract. The results of the audit along with Contract recommendations will be published by Purchasing Operations and distributed to the Using Agency and the Contractor(s).

Should the Contractor desire, a meeting will be arranged between all concerned parties within 10 calendar days of the date the Contractor received, or could have reasonably been expected to receive, their copy of the audit. This meeting will provide an opportunity for the Contractor to present his/her reactions to audit recommendations.

Right to Know Act (ACT 80 of 1986)

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances at the workplace. To comply with this act, it is necessary that the contractor provide required training to their employees and fulfill the following:

Labels

Labels on all incoming containers of hazardous chemicals must (1) clearly state the identity of the contents,
(2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer or other responsible party.

Responsibility of Service Contractor

A service Contractor must comply with the requirements of Act 80 of 1986 with respect to the labeling of hazardous chemicals and the provision of Material Safety Data Sheets before such materials are introduced into the workplaces of a contracted service agency. Otherwise, such materials will not be allowed on the premises.

Material Safety Data Sheets (MSDS)

Material Safety Data Sheets related to hazardous chemicals, must be presented to the appropriate state building supervisors' prior to the introduction of such substances into buildings that house agencies of the State of Michigan. It is recommended that the format of OSHA Form 174, dated September 1985, be used as a standard for MSDS.

Orientation and Training (Rest Area Only)

All Contractor supervisor personnel may be required to attend an initial one-day workshop on rest room cleaning and sanitation as provided by MDOT upon award of the contract.

The Contractor is responsible for training all attendants and replacements prior to, or as part of, their initial work assignment. Attendants shall be properly trained to perform the required duties as specified in the contract. Attendants must be familiar with which cleaning product(s) is/are to be used for each specific task.
The Contractor is responsible for certifying in writing to the CCI within 10 days, that all new attendants have been properly trained.

At the discretion of MDOT, rest area attendants and/or supervisors shall attend an annual one-day janitorial refresher course provided by MDOT.

If travel is involved, trainee's food, lodging and travel expenses will be the responsibility of the Contractor.

Temporary Facility Closing

It is not the intent of MDOT to close a rest area for other than emergency and/or reconstruction reasons unless specifically noted in this document. If necessary, and upon approval of the CCI, the Contractor may be instructed to temporarily close the rest area for adverse weather conditions, mechanical failure or other emergency situations. If instructed to close the Rest

Area, the Contractor will lock the doors and place the temporary “Building Closed” sign(s) in the lobby window(s), clearly visible to the public. If the facility is closed, the Contract shall be suspended until the facility is reopened. The Contractor shall be paid for all full days or partial days worked.

Use of Herbicides
The use of herbicides by the Contractor is **NOT** allowed on the Contract.

Payment
Payment for all labor, equipment and materials required to satisfactorily complete the work described herein shall be incidental to the Contract unit price REST AREA/PARK JANITORIAL.

Rest Area Building Janitorial Specifications
This specification is for the routine maintenance of the Rest Area building(s).

Contractor Responsibilities and Requirements
The Contractor is expected to perform the following minor maintenance:

1. Replace burned out light bulbs in all light fixtures. When fluorescent bulbs are replaced. ALL bulbs in the same fixture shall be replaced. The correct method for changing light bulbs will be demonstrated by the CCI or his representative. Metal halide and fluorescent and compact fluorescent bulbs are not to be thrown in the dumpster, but should be stored safely on site. Notify the CCI for removal of used bulbs.

2. Tighten loose screws in partition doors, door closures, etc.

3. Plunge plugged toilets and urinals or rod if necessary.

4. Clean and maintain flush valves on toilets and urinals as directed by the CCI. MDOT personnel will provide training for this maintenance procedure.

If minor maintenance does not fix the problem, turn off water supply to fixtures, electric supply to dryers, lights or heaters, place temporary "out of order" sign on stall and notify the CCI immediately. The CCI may give further instructions for temporary closing part or all of the rest area.

Any rest area damage that requires more than minor maintenance, the Contractor shall notify the CCI.

The Contractor must not tamper with, or adjust controls regulating water treatment equipment, or HVAC equipment. Temperatures in the Rest Area will be maintained at 68 degrees Fahrenheit.

Identification badges provided by MDOT shall be worn by all employees, at all times, when working within Rest Area buildings and grounds.

All equipment malfunctions and any material spills within the building, parking lots and rest area grounds, shall be reported immediately to the CCI.

Class II Safety Vest shall be worn when working outside of the rest area building.

MDOT Responsibilities

Contractor will be furnished with:

1. Keys to the building(s), which must be returned to the CCI when the Contract is completed. MDOT will withhold final payment until all keys are returned. If not returned, MDOT will change all locks and deduct the cost thereof from the Contractor's final payment. Keys must **not** be duplicated. Contact the CCI if additional keys are needed. If the Contractor needs to change the keys/locks, for any reason, during the Contract period, prior approval must first be obtained from MDOT. All lock changes will be at the contractor's expense.

2. Applicable MDOT forms for reporting purposes:
   a. Water Use and Phosphate/Chlorination Operation Report (Form
   b. Rest Area Incident Report (Form 0468)
   c. Rest Area Maintenance Inspection Report (Form 0464)
   d. Coffee Break Forms

3. Identification badges

4. Phone numbers of MDOT contact personnel.

Major repairs:

1. Major building repairs and replacement of fixtures will be done by MDOT as required, unless specified as the Contractor's responsibility.

2. Contractor must contact the CCI immediately for necessary repairs and replacements, or of any warning lights in the maintenance room or outside on rest area grounds.

Deductions

1. The Contractor shall have a person in said Rest Area(s) at all hours scheduled. Person shall be actively working except for scheduled breaks (two 15 minute breaks per 8 hour shift). A thirty minute lunch will not be paid for by MDOT.
2. If the Contractor fails to have a person in each Rest Area on the hours scheduled in the WORK SCHEDULE, it will result in a deduction of $100 for each occurrence.

3. Failure of Contractor to complete all report forms as required and submit to MDOT within 30 days after the end of each month will result in a deduction of $100 for each occurrence.

4. Contractor shall have an adequate amount of all supplies on hand at each rest area at all times. If it is determined that the rest area does not have required supplies on hand it will result in a deduction of $100 for each occurrence.

<u>Procedures for implementing the above:</u>

- The first time one of the above incidents occurs, the CCI will call for a meeting with the Contractor and review the condition and $100 will be deducted from the next invoice, if appropriate.

- Should a second incident occur, a second meeting will be held, followed by a letter of warning and $100 will be deducted from the next invoice, if appropriate.

- Should a third incident occur, <u>a written notice of termination may be sent to the Contractor.</u>

In the event of such termination, MDOT may deem appropriate to perform services similar to those so terminated. The Contractor shall be liable for the additional costs for such services. The Contractor shall not be liable for costs to continue to maintain the Rest Area if the failure to perform the Contract arises out of any cause beyond his/her control and without his/her fault or negligence.

Work Schedule
Required hours of coverage are as listed for each facility. THE CONTRACTOR SHALL HAVE AN EMPLOYEE WORKING AT THE REST AREA DURING THE REGULAR HOURS AND HOLIDAY HOURS AS SPECIFIED.

There are three holiday periods that require additional hours of coverage, and additional staffing with both male and female attendants. These holidays are Memorial Day, Independence Day and Labor Day. The additional hours of coverage that are required for these holiday periods are outlined herein. No additional compensation will be provided. Coverage costs for these periods are to be included in the Contract bid unit price.

Attendant(s) must be on site and working during all hours of coverage.

THE FOLLOWING LIST OF DUTIES SHALL ALSO BE POSTED IN THE MAINTENANCE ROOM

A. Restrooms - Daily

1. Primary cleaning, specified in the following, shall be completed between the hours of **7:00 A.M. to 8:00 A.M (Snow and ice removal shall be the first priority after replenishing supplies)**.

    a. Close off washroom and place closed sign in front of door while cleaning, if necessary. Restroom shall be closed a maximum of 20 minutes in rest areas which only have one men's and women's bathrooms. All restrooms shall remain open except for cleaning.
    b. Perform cleaning survey of all areas - note problems with lights, faucet leaks, flush valves, floor tiles, drains, etc. Fill out condition report.
    c. Replenish supplies (toilet tissue, hand soap, etc.). Do not dilute hand soap with water.
    d. Clean and disinfect door, door pulls, window, kick plates, etc.
    e. Sanitary napkin receptacle - remove bag, disinfect container and install new bag.
    f. Disinfect outside of toilets, top and bottom of seats, and flush valves. **Do not use acid bowl cleaner.**
    g. Punch water out of toilet traps.
    h. Apply acid bowl cleaner to johnny mop and clean inside of toilet bowl. Pay special attention to under the rim of the bowl.
    i. Disinfect outside of urinals and flush valves. **Do not use acid bowl cleaner.**
    j. Apply acid bowl cleaner to johnny mop and clean inside of urinal bowl. **Do not use on waterless Urinals**
    k. Apply properly diluted specified cleaner to waterless urinal by misting onto the urinal surface and wiping away with a rag or sponge. Never apply cleaner directly to cartridge. Do not pour water or other liquid into the urinals.
    l. Clean mirrors.
    m. Clean and disinfect sinks, countertops, fixtures and front of vanity.
    n. Wipe disinfectant from toilets, seats, flush valves and urinals.
    o. Spot clean walls, ceilings and partitions - remove graffiti.
    p. Pick up trash and sweep floor.

q. Empty rest room garbage cans.
r. Mop floors using liquid detergent disinfectant.
s. Place floor dryers as needed to dry floor prior to re-opening rest room
t. Report needed repairs to MDOT contact person.
u. A 14-day supply of supplies shall be on hand in the storage room at all times. Do not store additional supplies in storage room beyond the 14-day supply needs.

2. Spot clean and check condition of supplies throughout the day. Repeat any primary cleaning specifications necessary. Spot cleaning shall be completed every two hours from 7:00 AM until the end of the scheduled daily coverage.

   a. Clean and sanitize all china fixtures.
   b. Refill toilet tissue dispensers.
   c. Wash walls around sinks and hand dryers.
   d. Sweep floors and spot mop as needed.
   e. Remove writing from walls and stall partitions.
   f. Check grounds and walks and spot clean as needed.

B. Restrooms - Weekly
   1. Disinfect and clean entire walls and partitions.
   2. Remove and clean plastic light fixture covers with soap and water.
   3. Clean window screens as needed.

C. Restrooms - Monthly
   1. Scrub tile floors using 175 r.p.m. rotary floor machine, 15" dia. brush spread with 15", dia. "ZIM-GRIT" - Green ZZ scrubber pad or approved alternate.
      Procedure:
      a. Close restroom - sign properly displayed.
      b. Sweep area thoroughly; remove gum or sticky substances with putty knife.
      c. Fill bucket with carefully measured 20-36% E.P.A. registered phosphoric acid - base solution.
      d. Place wet floor signs in area.
      e. Liberally apply cleaning solution to floor with wet-mop.
      f. Allow solution to dwell five minutes.
      g. Scrub floor with 175 r.p.m. rotary floor machine with zim-grit scrub pad or approved alternate.
      h. Scrub corners and areas machine will not reach with manual swivel scrub brush.
      i. Pickup scrubbing solution with wet mop.
      j. Empty bucket - refill with clean rinse water.
      k. Rinse floor and corners thoroughly - change water often.
      l. Pickup rinse water with dry mop.
      m. Dry-mop, allow to dry, remove wet floor signs.

   2. Wash restroom walls, partitions, toilets and urinals with portable pump-up sprayer **(Do not use power washer)**.
      Procedure:
      a. Close restroom.
      b. Remove all paper products.
      c. Trip the circuit to hand dryers, and electrical outlets.
      d. Cover all hand dryers, and electrical outlets with plastic duct tape.
      e. Wear gloves and eye protection.
      f. Prepare detergent-disinfectant solution according to manufacturers directions.
      g. Apply cleaning solution to walls and partitions. **(DO NOT SPRAY CEILING)**.
      h. Wash toilets, urinals, flush valves.

i. Allow solution to dwell 10 minutes.
j. Rinse thoroughly with clean, warm water.
k. Wipe down walls, toilets, and urinals with clean cloth.
l. Dry mop floor.
m. Turn all electrical circuits back on.

3. Clean drains with approved disinfectant.
4. Completely clean ceiling vent covers.
5. Turn off ceiling heaters (if present) and clean panels.

D. Lobby and Entrance Ways - Daily
1. Empty trash receptacles, clean and disinfect inside and outside of all waste receptacles presenting a soiled or odorous condition.
2. Replace receptacle liners when torn or soiled.
3. Sweep and mop lobby and entrance floor with detergent disinfectant - proper signing necessary.
4. Vacuum entryway floor mats.
5. Clean ash receptacles - remove cigarette butts from containers.
6. Clean and disinfect drinking fountains.
7. Pick up litter, papers, etc.
8. Wash map cases with mild soap and water (inside and outside surfaces) - do not use harsh chemicals or abrasive materials on plastic display windows, including map and display cases mounted on the outside of the building.
9. Wash windows/doors that are accessible to public.
10. Spot clean ceilings.

E. Lobby and Entrance Ways - Monthly
1. Wash all windows including upper level truss windows with squeegee (where applicable).
2. Clean ceiling and beams/trusses.
3. Turn off ceiling heaters, if present, and clean.

F. Entrance Ways, Sidewalks and Picnic Tables - Monthly (April - October)
1. Powerwash entrance ways and sidewalk from building entrance to parking lot. Remove gum by spraying with an aerosol gum remover.
2. Powerwash all plastic picnic table tops and seats throughout rest area grounds.

G. Storage Areas - Daily
1. Pick up litter; keep storage area neat and tidy.
2. Record water use and phosphate/chlorination operation report, rest area incident report and coffee break forms.
3. Dispose of used, empty cleaning bottles.
4. Visual inspection of all equipment (water heaters, pipes, furnace, etc.) for possible leaks.

H. Storage Areas - Weekly
- Sweep, mop floor and wipe equipment.

I. Storage Areas - Monthly
- Clean drains with approved disinfectant cleaner.

NOTE: A personal eye wash bottle must be readily available at all times when using cleaning products

Payment
Payment for the completed work shall be included in the Contract unit price for all labor, equipment and materials required to satisfactorily complete the work described herein.

Approved Materials – Refer to MDOT Approved Materials List in this document.

General Grounds / Lawn Care and Flower Bed Specifications
This specification is for Rest Area general grounds/lawn care maintenance, flower bed preparation, planting and includes, but is not limited to, lawn mowing and trimming, edging and removal of clippings and other lawn debris.

Mowing Season
For the purpose of this specification, the regular mowing season is defined as starting the 1st of May and ending in mid October - approximately 26 lawn maintenance cycles. Any mowing cycles before May 1 or after October 31 will require PRIOR WRITTEN APPROVAL from the CCI.

Pre-Mowing Meeting
Prior to the beginning of each mowing season, the Contractor and the CCI may review the grounds to identify any existing damages to landscape items.

Damages
The Contractor will be held liable for all damage done, as a result of his/her operation, to fixed objects such as signs, posts, buildings, sprinkling system and all vegetation including turf, trees, shrubs, flower beds and desirable natural growth. Damage shall include among other things; skinning, scraping, breaking of tree limbs or gouging of trees or shrubs and rutting, scalping or tearing turf.

Costs associated with damages caused by the Contractor to plant material will be assessed based on current Michigan Forestry and Park Association's Michigan Tree Evaluation Guidelines.

The Contractor, as herein specified, shall make all turf damage repairs. Seed shall meet purity and germination requirements as specified by the CCI, and shall be a mixture of 30% perennial ryegrass, 45% Kentucky bluegrass and 25% fine fescue. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to seeding. Seeding will only be allowed from April 15 through May 31, and August 15 through September 30, unless otherwise directed by the CCI. All other property damage will be assessed for actual replacement costs including labor, materials, and equipment.

The Contractor will be billed for all costs related to the damages caused by his/her operation or be required to repair the damages as directed by the CCI.

Coordination with Other Activities
The Contractor shall use discretion when mowing near the public. The lawn maintenance cycle shall begin on vacated grounds first and then continue so as not to inconvenience the visitors. The safety of visitors shall not be jeopardized in order to complete the cycle.

Landscaping, weed spray, fertilization or other work performed by MDOT, Contract agencies or other Contractor may occur during the life of the Contract, therefore, the Contractor shall coordinate operations with other activities as directed by the CCI.

Equipment
The Contractor shall furnish all equipment and necessary supplies to do the work, including, but not limited to:

a. Gas powered mowers
b. Gas powered edging machines
c. Gas powered string trimmers
d. Gas powered portable blowers
e. Brooms, leaf rakes and other hand tools as needed

The Contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform all tasks in an acceptable manner. The equipment furnished by the Contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times. Equipment that, in any way, pulls or rips grass, or damages the turf, shall not be allowed to operate under this specification. All equipment will be of such a type so that the height of cut can be adjusted to three inches.

Under no circumstances shall MDOT be responsible for any theft, vandalism or damage to the Contractor’s equipment.

The Contractor's equipment WILL NOT be stored on MDOT property for any reason. If poor weather forces delays and the Contractor does not finish a lawn maintenance cycle in one working day, the equipment shall be removed from MDOT property until such time as the weather permits completing the cycle.

Lawn Maintenance Cycle
The lawn maintenance cycle includes: grass mowing, trimming and edging, proper removal/disposal of lawn litter, including trash, and landscape debris such as leaves, sticks, grass clippings and organic debris by the Contractor according to the following specification.

A lawn maintenance cycle shall be completed approximately once a week. There will be approximately 24 "Lawn Maintenance Cycles" per year - dependent on seasonal weather conditions. Increased or decreased cycles may be required. However, the CCI, or their representative, prior to mowing, shall approve any additional mowing cycles beyond once a week mowing. Any additional mowing will not be paid for unless approved, and if approved, will be paid for at the contract unit price.

A lawn maintenance cycle shall not be done on Saturdays, Sundays or holidays unless approved in advance by the CCI or their representative.

All elements of the lawn maintenance cycle shall be COMPLETED THE SAME DAY they are started. No partial mowing will be allowed unless the weather forces delays. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions exist.

All clippings, edging debris, leaves and other debris shall be removed from the site and disposed of properly at the Contractor's expense, and shall not be disposed of on MDOT property.

Mowing
Maps showing APPROXIMATE areas to be mowed will be provided at the pre-bid meeting. Grass shall be mowed when it reaches an average height of five inches, to an average height of three inches. At no time shall more than 50% of the grass blade length be cut in one cycle. The initial mowing at the beginning of the mowing season may require an additional cycle.

GRASS SHALL NOT BE MOWED WHEN WET. Grass shall not be mowed during drought conditions, when grass is not growing, unless directed and approved by the CCI.

Clippings shall be removed, if visible, after mowing.

All clippings shall be removed from all sidewalks, concrete picnic table pads, parking areas and flower and shrub beds.

The Contractor is responsible for keeping shredded bark material confined to the original mulched areas.

Limbs and debris shall be removed from the mowing area. Debris shall include any litter in the mowing area. Debris must be removed prior to mowing.

Grass Trimming
Trim grass around all fixed objects and trees at every mowing. Extreme care shall be used to prevent injury to MDOT fixed objects and trees. Contractor will be liable for damages as determined by the CCI.

Edging
Edge along all walks and curb areas with a motorized edger every second mowing. Edging shall be no wider than one inch from edge of sidewalk/curb to lawn surface. All edging debris shall be removed from the site. Edger shall be used, string trimmer are not to be used for edging.

Mulching
Contractor is to furnish and place shredded bark mulch, prior to start of the yearly mowing activities according to the following specifications:

The mulch shall be clean, shredded, void of sticks, needles, insects or any extraneous materials. The CCI shall approve the Contractor's source for mulch at the point of purchase.

Upon notification from the CCI, the Contractor shall place shredded bark mulch around all individual landscape plants and bedded shrub areas within the Rest Area site.

Mulch shall be placed to a minimum uniform four inch depth covering the entire mulched area. The diameter of the mulch ring for individual plants shall be:

- 12 inch diameter plants and less - three foot ring
- 12 - 24 inch diameter plants - four foot ring
- 24 inch diameter or larger - five foot ring

Individual evergreen plants shall be mulched to a diameter one foot greater than the spread of lower branches at ground level. Evergreens with lower branches removed, and with grass growing up to the trunk shall be mulched as per above individual plant specifications. In no case shall lower branches be covered with mulch.

Mulch shall not be placed against the tree trunk so as to cause insect damage to the trunk.

Mulch shall be replenished each spring, and as required, to maintain the specified depth, or as directed by the CCI.

The Contractor is responsible for keeping shredded bark material confined to the original mulched area.

Lawn Aeration
Aeration of the turf near the rest area building and in the picnic areas shall be done once per year immediately proceeding the closest scheduled mowing cycle during the week following Labor Day. Maps showing the area to be aerated and the APPROXIMATE acreage will be available at the pre-bid meeting. The aeration shall be done with a core aerator that has the capability of penetrating to a depth of three inches. The aeration shall be done in two passes perpendicular to each other over the entire aeration area. The aeration shall produce a minimum of 24,three inch cores per square foot. **This work shall be paid for as a separate bid item.**

Spring and Fall Clean Up
Prior to the first mowing of the season, and after the last mowing, the Contractor shall rake all leaves, sticks, trash and other debris from the lawn and dispose of at his/her own expense. This work shall be paid for as a separate bid.

Herbicides
The use of herbicides by the Contractor for any work task included in the Contract is strictly prohibited.

Payment
The completed work will be paid for at the Contract unit price for each item and paid in full for all labor, equipment and materials required to satisfactorily complete the work as described herein. Invoice shall show the date mowing was performed.

THE FOLLOWING LIST OF DUTIES SHALL ALSO BE POSTED IN THE MAINTENANCE ROOM

Work Schedule (items to be performed at a minimum):

A. Grounds - Daily
   1. Pick up paper, cigarette butts and litter, including animal droppings.
   2. Clean picnic tables, stoves and park benches.
   3. Water and maintain flowerbeds, or as needed, as described below.
   4. Empty trash containers and replace liners. Disinfect barrels if soiled.
   5. Clean sidewalks as needed for snow and ice removal. Apply deicer chemicals **after snow removal is complete.** All walks must be kept free of snow and ice the full width at all times. Contractor is responsible for removing any snow left between the parking area (curbside) and the sidewalk. All curb cuts must be kept clear of snow and ice. This will be done as often as needed.
   6. Sweep sidewalks when snow is not present. Sweep excess salt from sidewalk after it is clear and dry.
   7. Patrol parking lots for debris and dispose of properly. Sweep curb.
   8. Clean cigarette snuffers.
   9. Wash map cases and display cases located on the plaza with mild soap and water (inside and outside), do not use harsh chemicals or abrasive materials on plastic windows.

B. Grounds - Weekly
   1. Water any new landscape plantings as requested by CCI.
   2. Maintain and weed landscaped beds, flowerbeds and wood chipped areas. All described areas to be kept neat and weed free. Keep sidewalks clean and weed free. Weeds must be hand pulled.

Annual Flowers (If Applicable)

A. Annual Flower Bed Preparation
   1. See landscape sheet for flowerbed locations.

2. Before working beds, check the soil to determine if it has dried sufficiently. If moisture drips out when a handful of soil is squeezed or the soil ball holds together tightly and will not break apart easily when struck with your hand, then the bed is too wet to work.
3. Pull all weeds before preparing soil.
4. Add growers mix as specified on the rest area flower planting sheets.
5. Spade or roto-till to a depth of six to nine inches to incorporate the growers mix. Be sure the products are mixed thoroughly with existing soils.
6. After soil and growers mix have been blended, rake area clean of any large stones or roots.
7. a. Where the flowerbed is adjacent to turf, mound the soil in the center of the bed to two to four inches above existing soil level then taper the soil to the edge of the bed.
   b. When bed has concrete bordering it, keep soil one inch down and two to three inches in back of concrete. This will help to stop the soil from washing out of the bed when it rains or is watered.
   c. When plants are to be grown in a raised planter/bed, mounding of soils as specified in 7a and 7b is not required.

B. Procedures For Planting Annual Flowers

1. Contractor will furnish flower species as specified on flower planting sheet. Species may change annually. Total square footage of flowerbeds shall remain the same. **MDOT will furnish flower planting sheets to the Contractor by February 15th each year of the Contract**. It is the Contractor's responsibility to determine a safe planting date based on the geographical location of the rest area and historical weather conditions. **Any dead plants shall be replaced by the Contractor at no expense to MDOT.**
2. Just prior to planting, add quantity of fertilizer as specified for flowerbeds (see rest area flower planting sheet). Rake and blend fertilizer into the top two inches of soil.
3. Space plants according to the spacing chart.
4. Dig hole slightly larger than the root ball, set the plants at the same level at which they were growing in the container. Carefully place firm soil around the roots.
5. Once flowers are planted, water thoroughly before leaving the area. Water to a depth of six inches to establish a good root system.

C. Spacing Of Plants

1. Space the plant type(s) according to the following table:

Alyssum	nine inches on center
Basil	12 inches on center
Begonia	seven inches on center
Brachycome	eight inches on center
Coleus	eight inches on center
Cosmos	10 inches on center
Dahlberg Daisy	six inches on center
Dianthus	seven inches on center
Dusty Miller	eight inches on center
Flowering Cabbage/Kale	12 inches on center
Geraniums	12 inches on center
Impatiens	nine inches on center
Lobelia	eight inches on center
Marigold (French)	eight inches on center
Marigold (American)	10 inches on center
Pansies	six inches on center
Petunias	10 inches on center
Rudbeckia	10 inches on center

Salvia	seven inches on center
Snapdragon	eight inches on center
Verbena	seven inches on center
Vinca	seven inches on center

D. Procedures For Maintaining Annual Flowers

1. Watering
   a. Do not allow soil to dry out.
   b. Water in the morning.
   c. Water thoroughly, with water hose, allowing the water to penetrate down to a depth of four to six inches to encourage deep root growth. Probe the soil to determine when the water has reached these depths.

2. Weeding
   a. Remove weeds daily.
   b. Remove weeds carefully either by pulling or lightly scratching the surface with a hoe in order to cut weeds off just below the soil level.

3. Removing Faded Flowers
   a. This is known as "deadheading" and is necessary to keep the plants attractive, from going to seed and to prevent diseases (because of deadheading, the plants will produce more flowers and be tidier). See items 4A, B, C to determine the frequency and maintenance procedure required for each variety.

4. Deadheading According To Variety
   All the plant material we will be growing at the Rest Area(s) is/are listed below. The plant varieties are broken down into three maintenance levels. Each level explains how to maintain the particular variety throughout the entire season.

   a. <u>Low Maintenance</u> - Faded flowers fall cleanly from the plant and do not need removing.

      Alyssum
      Basil
      Begonias
      Coleus
      Dahlberg daisy
      Dusty Miller
      Flowering cabbage and kale
      Impatiens
      Vinca

   b. <u>Semi-Low Maintenance</u> - Shear back once in mid July. Shearing back is another form of deadheading. This is done only with this particular plant material (see attached list). Only enough growth is sheared to remove the flower heads. **No more than 33% - 50% of the plants top growth should be removed.**

      Lobelia
      Petunia

   c. <u>Medium Maintenance</u> - Plants that need deadheading at least twice a week or as blossoms die. Pinch off faded flowers with your fingers just below the flower head, or pinch off complete stems depending on the particular plant. Be sure to remove the seedpod also.

      Brachycome (Swan River Daisy)
      Cosmos
      Dianthus
      Geraniums

Marigold
Pansies
Rudbeckia
Salvia
Snapdragon
Strawflower
Verbena

5. Fall Plant Removal (as approved by MDOT)
   After frost has blackened the tops of the annuals, remove plants, roots and all, from the beds and rake smooth.

NOTE: The Contractor is responsible for providing the flowers, peat mix and fertilizer, as specified by MDOT, for the Contract Period growing seasons.

PARKING LOT SNOW REMOVAL

The Contractor shall provide a snow and ice free driving surface as specified under the jurisdiction of the Department in accordance with requirements stated herein. The Contractor shall also furnish supervision and all labor, equipment, transportation, incidentals necessary, to satisfactorily perform the described services at the frequencies and times specified. The services shall include all functions normally considered a part of workmanlike, satisfactory public service.

Snow removal shall be completed by 7:00 a.m. subsequent to each accumulation of 2 inches or more of snow on any given day including weekends and holidays.

Snow removal shall include both car and truck parking areas as well as entrance and exit ramps

Additional trips to remove snow which has accumulated to be performed upon request by the Contract Administrator.

The Contractor is to notify the Contract Administrator or contact person the following business day subsequent to any work performed.

It is to be understood that “TIME IS OF THE ESSENCE” in respect to the work completed herein, and the Contractor agrees to do the work covered by the contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence so as to complete the work required under the contract within the shortest reasonable period of time.

The snow shall not be piled to cause a vision obstruction or hazard to the public nor shall it be piled on sidewalks, or sidewalk “cuts”. All snow shall be pushed away from sidewalks and stored to the areas shown on the map or as requested by the Contract Administrator.

BY STATE LAW: No snow shall be pushed across or on to adjacent roads and shoulders.

Deicer shall be applied anytime hard packed snow or ice remains on pavement after snow removal operation has been completed. Deicer shall also be applied during any period(s) of freezing precipitation as directed by the Contract Administrator.

Any accident on the premises shall be reported immediately to the Contract Administrator.

Emergency Snow and/or Ice Removal
The Contractor shall be in route to emergency call out location(s) within one hour of notification.

Equipment Requirements

General

The Contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the cleaning operation in an approved safe, workmanlike manner without hindrance, delay or damage to the roadside. The Contractor shall familiarize himself/herself and crew with any obstacles that may be of concern to the workers and equipment before starting work. Under no circumstances shall the Department be responsible for any damage to the Contractor's equipment due to obstacles encountered.

Type of Equipment

The Contractor shall be required to use equipment approved through an acceptable demonstration of the equipment's capabilities, suitability and condition to the Department. Demonstrations will be at no cost to the Department.

Safety

All equipment shall meet all federal, state and local safety requirements. Equipment shall be equipped with commercial type flashing amber lights plainly visible from all directions. Flashers shall have a minimum of 32 candlepower output and flash 50 to 60 times per minute.

Rejection for Lack of Proper Equipment

Vendors who bid on this project and in the opinion of the Department do not have proper and/or sufficient equipment and personnel to do the work within the time limits required will be rejected and the next low responsive bidder will be allowed to demonstrate the ability to perform the work.

Maintaining Traffic

General

All operations shall be conducted in a manner that will not create a hazard. If requested the Contractor shall furnish and place, any necessary warning and directional devices to maintain traffic. This includes signs, sign covers, and channelizing devices.

Channelizing Devices

Channelizing devices used during daytime lane closures shall be 18 inch cones.

Public Convenience and Safety

The Contractor shall comply with all federal, state and local laws and regulations, including those governing environmental protection and the furnishing and use of all safeguards, safety devices and protective equipment. The Contractor shall take any other actions, on either his/her own responsibility or as directed by the Contract Administrator, reasonably necessary to protect the safety and health of employees on the job and the public and to protect property during the performance of the project.

Damages

The Contractor shall at his/her own expense, preserve and protect from injury all property, either public or private, along and adjacent to the roadway, and he/she shall be responsible for and repair, at his/her own expense, any and all damage and injury thereto, arising out of or in consequence of any act or omission of the Contractor or his/her employees in the performance of the work covered by the contract prior to completion and acceptance thereof.

The Contractor shall immediately repair all damage to signs, light fixtures, and delineators to the satisfaction of the Contract Administrator. Damage to traffic control devices (signs), manholes shall be reported to the Contract Administrator immediately.

All landscape plant material damaged by the Contractor shall be replaced in kind according to Sections 815 and 917 of the 2003 Michigan Department of Transportation Standard Specifications for Construction and as herein specified. Planting may only be done prior to May 10 of the following year if the damage occurred after May 10. All replacement plants must be maintained during the specified establishment period.

Payment for work performed may be withheld until satisfactory repairs are made. If repairs are made by the Department, the actual replacement costs including all labor, equipment, materials, and fringe benefits shall be charged to the contractor.

Deletion of Work
The Department may delete all or any portion of the contract that cannot be completed in conformity with the progress schedule or a reasonable extension.

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

Bid Price for Snow and or Ice Removal
All cleaning of snow and or ice shall be paid on a unit price per cleaning basis. The completed work will be paid for at the contract unit price each, which price includes all equipment and labor to clean snow and or ice, traffic control to satisfactorily complete the work as described.

Bid Item
Plowing snow accumulations of 2" - 6" per attached specifications (base bid 2" - 6" per push).

Cost per hour for call backs for additional work (drifting snow or other circumstances)

Application of deicer per attached specifications

Method of Payment
The Contractor shall furnish an invoice in duplicate, for services rendered for each month for labor and equipment.

Deletion of Work
MDOT may delete all or any portion of the Contract, as noted herein. If the Contract is terminated, or portion thereof deleted, payment will be made for all satisfactorily completed work at the Contract unit price.

General Conditions

Work Approval
The Contractor shall consult the CCI for inspection and tentative approval of work being accomplished, so that, in the event of unsatisfactory work, sufficient time will be available to the Contractor to make corrections in a satisfactory manner within the time specified.

Default
In addition to the cancellation provisions contained in Section 2, the Contract may be terminated due to default, as noted in Section 1.051 Criteria.

Noncompliance includes, but is not limited to: Failure of the Contractor to meet the requirements/specifications of the Contract without prior approval of the CCI.

MDOT reserves the right to bill the Contractor for any damages due to the default of the Contractor.

Subcontracting
Subcontracting will be allowed, as specified above.

Attachment B.
MDOT Road Side Park Contract Specifications

Specifications (from 1.022 Work and Deliverable of the RFP)

Contractor General Responsibilities and Requirements

A. The use of pesticides by the Contractor is prohibited for any of the work tasks included in the Contract.

B. No equipment, materials, or supplies may be stored on MDOT property.

C. No advertising depicting the Contractor's business may be displayed at the roadside park.

D. The Contractor is responsible for covering and/or removing all graffiti on a daily basis.
   1 Graffiti on stained or painted surfaces must be stained or painted. MDOT will supply the stain or paint required. The stain or paint shall be applied in a professional manner. The Contractor shall post signs warning visitors of wet stain or paint.

   2. Ink and marker graffiti on fiberglass surfaces shall be removed with an acetone based paint remover. All paint remover residue must be immediately cleaned/rinsed off from fiberglass surfaces. Abrasive cleaner shall not be used for graffiti removal.

E. The Contractor is responsible for providing trash container liners adequate for the containers at the park (55 gallon barrels furnished by MDOT), emptying each container on a daily basis, and hauling and disposing of the refuse at a registered Class II landfill. Full trash bags may not be kept in the park overnight. The Contractor shall provide proof of disposal at a licensed Class II landfill to the CCI upon request.

F. The Contractor is responsible for "recharging" the toilet vaults after each pumping. This shall be considered incidental to the Contract unit price for Roadside Park Janitorial and Maintenance. The following procedure is to be followed for "recharging" the vaults:

   1. Add approximately two inches of fresh water to cover the bottom of the vault (approximately 100 gallons) after each pumping.
   2. Add to the fresh water, mix a half gallon of vault product with two and a half gallons of water and spray inside the vault after each pumping during the season.
   3. Add a quarter gallon of vault product directly into the 100 gallons of water in the tank.

Contractor Minimum Maintenance Requirements

The minimum maintenance coverage to be provided by the Contractor per day, seven days per week is two hours per location:

A. **Daily janitorial requirements**
   1. Toilet building (Clean toilet building including floors, stools, seats, walls, and refill toilet tissue prior to 10:00a.m.).
      a. Close building to public.
      b. Clean cobwebs from inside and outside of building.
      c. Sweep floor.
      d. Either remove or cover toilet tissue to keep dry during cleanup.
      e. Wash inside walls with a non abrasive detergent - disinfectant.
      f. Using a pump-up sprayer, spray toilet seat, lid, and toilet riser with detergent - disinfectant. Apply solution liberally; allow to dwell for five minutes.
      g. After five minutes dwell time, scrub inside and outside of toilet riser with a long handled, stiff bristle brush; if the interior is fiberglass use a cloth or sponge to remove disinfectant.
      h. Using the pump-up sprayer, rinse walls, toilet seat, lid and riser with **clean** water.

i. Mop floor with detergent - disinfectant.
j. Remove all excess water from floor surfaces.
k. Remove writing from walls by staining/painting on wood surfaces or using an acetone based graffiti remover on fiberglass walls.
l. Resupply toilet tissue.
m. Report any damages or problems to the CCI.

2. Grounds
   a. Pickup litter, including animal droppings, from the grounds and parking area.
   b. Empty trash barrels and remove contents to a licensed Class II landfill.
   c. Replace and furnish plastic bag barrel liners.
   d. Remove/dispose of ashes and cleanup picnic grills, sweep concrete slabs, clean picnic tables with detergent - disinfectant and rinse.

3. Map Case
   a. Clean plexiglass with a mild soap and water - DO NOT scratch plexiglass.
   b. Remove any notices that have been placed by individuals or businesses that are not official MDOT materials.
   c. Remove cobwebs in and around structures.
   d. Sweep concrete around display structure.
   e. Remove graffiti on stained/painted surfaces, re-stain/paint where required.

4. Well Shelter
   a. Clean the hand pump (or faucet/basin if present).
   b. Clean concrete slab and pump base.
   c. Remove cobwebs from structure.
   d. Remove graffiti from stained/painted surfaces, re-stain/paint where required.

5. Sidewalks
   a. Sweep all paved sidewalk surfaces clean of debris.
   b. Pull weeds or grass growing in sidewalk cracks.

B. Weekly janitorial requirements (Building)

1. Scrub concrete floor with a stiff swivel scrub brush and detergent - disinfectant. Rinse floor thoroughly with **clean** water.
2. Clean all louvers.

C. Bi-Weekly janitorial requirements (Vaults)

Per vault, mix a quarter (¼) gallon of vault toilet product with two and a quarter (2¼) gallons of water in the pump-up sprayer. Spray the solution into the vault and onto the interior vault sides. Empty the entire contents of the sprayer into the vault. Use separate sprayers for applying vault deodorants and cleaner/disinfectants. Frequency and amount of product may be adjusted by the CCI.

MDOT General Responsibilities

The Contractor shall notify the CCI immediately of needed repairs and/or replacements to the following:

- Building structures and fixtures
- Water pump
- Fences - including rustic type within the grounds
- Picnic tables such a refinishing, repair, removal
- Trash barrels
- Pumping Toilet Vault

Chemicals
Vault toilet chemical will be supplied by MDOT. Contractor is responsible for picking up product at a location determined by the CCI. A Material Data Safety Sheet (MSDS) will be provided by MDOT. The Contractor is responsible for following all label directions and instructions detailed in the Contract. The CCI reserves the right to increase or decrease the product amount to be used if odorous conditions persist.

Stains/Paints
Stains/paints for graffiti covering shall be supplied by MDOT for building and shelters. The Contractor is responsible for picking up stain/paint at a designated location.

SPRING/FALL CLEANUP

A. The Contractor shall be responsible for the removal and proper disposal of leaves in the spring and fall, accumulated litter and tree branches. All materials must be disposed off MDOT properties.

B. Sweep building roofs in the spring and fall to remove dirt, leaves, needles, etc.

C. Prepare each vault in the spring and fall as follows:
   1. Spring - Add to the vault, before opening in the spring, approximately two inches (approximately 100 gallons) of fresh water to cover the bottom of the tank.
   2. Spring - Per vault, mix a half (½) gallon of product with two and a half (2½) gallons of water and spray inside the vault during the first day of opening.
   3. Spring – Add a quarter (¼) gallon of vault product directly into the 100 gallons of water in the tank.
   4. Fall - Pump the vault dry.
   5. Fall - Per vault, mix a half (½) gallon of product with two and a half (2½) gallons of water and spray inside the vault.

DEDUCTIONS
If the Contractor fails to have a person in the Roadside Park for the minimum required coverage per day, as stated in the above Minimum Maintenance Requirements, it will result in a deduction of $100 for each occurrence.

Procedures for implementing the above:
The first time a Roadside Park is not staffed or satisfactorily maintained per the specifications of the Contract, the CCI will call for a meeting with the Contractor and review the condition and $100 will be deducted from the invoice, if appropriate.

Should a second non-staffed condition or not satisfactorily maintained occur, a second meeting will be held, followed by a letter of warning and $100 will be deducted from the next invoice, if appropriate.

Should a third non-staffed condition or not satisfactorily maintained occur, a written notice of termination may be sent to the Contractor.

Payment for the completed work shall be included in the Contract unit price for all labor, equipment and materials required to satisfactorily complete the work described herein.

Specifications – Roadside Park Lawn Maintenance
This specification is for Roadside Park lawn maintenance, which includes, but is not limited to, lawn mowing and trimming, edging, and removal of clippings and other debris.

Mowing Season
For the purpose of this specification, the regular mowing season is defined as starting the 1st of June and ending in mid October - approximately 20 lawn maintenance cycles. Any mowing cycles before June 1st or after October 15 will require **prior written approval** from the CCI.

Pre-Mowing Meeting
Prior to the beginning of each mowing season the Contractor and the CCI will review the grounds to identify any existing damages to landscape items.

Damages
The Contractor will be held liable for all damages done, as a result of their operation, to fixed objects such as signs, posts, buildings, sprinkling systems and all vegetation, including turf, trees, shrubs, flower beds and desirable natural growth. Damage shall include, among other things, skinning, scraping, breaking of tree limbs or gouging of trees or shrubs, and rutting, scalping or tearing turf.

Costs associated with damages caused by the Contractor to plant material will be assessed based on current Michigan Forestry and Park Association's *Michigan Tree Evaluation Guidelines.*

All turf damage repairs shall be made by the Contractor as herein specified. Seed shall meet purity and germination requirements as specified by the CCI, and shall be a mixture of 10% Kentucky Bluegrass, 20% Perennial Ryegrass, 30% Hard Fescue, and 40% Creeping Red Fescue. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to seeding. Seeding will only be allowed from April 15 through May 31, and August 15 through September 30, unless otherwise directed by the CCI.

All other property damage will be assessed for actual replacement costs including labor, materials, and equipment. The Contractor will be billed for all costs related to the damages caused by their operation or be required to repair the damages as directed by the CCI.

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL / GROUNDS MAINTENANCE SERVICES for
REST AREAS

CONTRACT NO. 071B1300

LOCATION SPECIFICATION SHEET (LSS)

LOCATION: 03

PART I – PLACE OF SERVICES REQUESTED

LOCATION: Berry Rd. Rest Area

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	07/01/11	***CONTRACT END DATE:***	05/01/16
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Five Year Contract		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Berry Rd. Rest Area #820		
BUILDING ADDRESS:	See pricing sheet summary below		
REGION / COUNTY:	University / Jackson		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*MDOT*		
PROCUREMENT OFFICE CONTACT NAME:	*Terry Harris*	***CONTACT PHONE #:***	*517-335-2507*
PROCUREMENT OFFICE CONTACT E-MAIL:	*HarrisT@Michigan.gov*	***CONTACT FAX #:***	
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Bob Batt*	***CONTACT PHONE #:***	*517.750.0410*
CCI / FM CONTACT E-MAIL:	*battb@michigan.gov*	***CONTACT FAX #:***	*517.750.4397*

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*Determined by CCI*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*Determined by CCI*

PART II – PRICING SHEET SUMMARY

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Berry Rd. Rest Area Janitorial NB US-127 at mile marker 70	Week	52 weeks	$996.00	$51,792.00
☑	Berry Rd. Rest Area Lawn Maintenance	Cycle	28 cycles	$115.00	$3,220.00
☑	Berry Rd. Rest Area Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$190.00	$380.00
				YEAR TOTAL:	$55,392.00
FIVE YEAR TOTAL:					$276,960.00

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

Lawn Aeration is optional and will be determined by Contract Compliance Inspector.

HOURS OF WORK

The regular weekly hours of staffing at the rest areas shall be as follows:

BERRY RD. REST AREA

	SUMMER May 1st to October 31st	WINTER November 1st to April 30th
Monday – Thursday	6:00 a.m. – 6:00 p.m.	6:00 a.m. – 5:00 p.m.
Friday – Sunday	6:00 a.m. – 8:00 p.m.	6:00 a.m. – 5:00 p.m.

Exceptions to this schedule are noted below in the Holiday Summer Weekend Rest Area Coverage section.

HOLIDAY SUMMER WEEKEND REST AREA COVERAGE

During the following dates, the Contractor shall maintain provide janitorial services for the Berry Rd. rest area between the hours of 6:00 a.m. and 10:00 p.m. each day.

HOLIDAY WORK SCHEDULE

BERRY RD. REST AREA

2011	2012	2013	2014	2015
May 29,30	May 27,28	May 26,27	May 25,26	May 24,25
July 1,2,3,4	July 3,4,5	July 3,4,5	July 4,5,6	July 3,4,5
Sept. 4,5	Sept. 2,3	Sept. 1,2	Aug. 31, Sept. 1	Sept. 6,7

EQUIPMENT & SUPPLIES LIST

EQUIPMENT / SUPPLIES	MAKE/MODEL	MANUFACTURER	APPROXIMATE AGE OF EQUIPMENT & OWNED OR RENTED
1. Rotary Floor Machine	CFP Floor Machine	Clark	New
2. Wet Dry Vacuum	CQ100	NuSource	New – 1 year old
3. Vacuums	Proteam 1500	Proteam	New – 1 year old
4. Rotary Wall Grout Cleaner	MotorScrubber	Ready Consumer Products	New – 1 year old
5. Presser Washer	20274 Washer Pressure Washing/3000 psi	Briggs & Stratton	New
ADDITIONAL SUPPLIES used for cleaning			
Two Mop Buckets on casters w/Wringer	Two Buckets (Plastic)	Two Mop Handles	Dust Mop Handles w/dust mop heads
Towels (Disposable and/or Cloth)	Feather Duster	Caution Wet Floor Signs	Dust Pan
Scrub Brush	16 ft. Ladder	Twenty Mop Heads (rotating stock to launder on a weekly basis)	PPE Equipment including Gloves and Eye Glasses.
Telescopic Duster	Toilet Bowl Utensil	Large Angle Brooms	Sanitary Napkin Bags
55 Gallon Brute	Utility Cart	Urinal Screens	Utility Knife/Putty Knife

Chemical Used by MJV Building Services (Houseworks)		
1. Citrus-Scrub	Cleaner/Degreaser	Spartan Product
2. DMQ Neutral Disinfectant Cleaner	Clean/Disinfect High Gloss Floors	Spartan Product
3. I-Shine	Floor Finisher	Spartan Product
4. Non-Acid Restroom Disinfectant	Hospital Grade Disinfectant Cleaner	Spartan Product
5. Nutra-Rinse	Floor Cleaner	Spartan Product
6. Re-JUV-NAL	Disinfectant Cleaner	Spartan Product
7. Restroom Cleaner	Restroom Cleaner	Spartan Product
8. Shineline Sealer	Floor Sealer	Spartan Product
9. Steriphene II	Disinfectant Deodorizer	Spartan Product
10. Windo-Clean	Glass Cleaner	Spartan Product
11. Terra Glaze	Hard Floor Finish	Spartan Product
12. Zorb-it-all	Hazard Clean Up	Spartan Product
13. Suprox Restroom Cleaner	Restroom Cleaner	Spartan Product
14. Ice Melt	Morton Ice Melter/Calcium Chloride Blend	Morton

MDOT APPROVED MATERIALS LIST
For REST AREAS

The following materials list has been compiled by MDOT for Contractor use. Contractor must select products that meet the following use and specifications. Products used that do not meet specifications and use outlined in this table will be considered a default of Contract due to non-compliance. Estimated quantity is annually per Rest Area,

MATERIAL	TYPICAL USE	MATERIAL SPECIFICATIONS	ESTIMATED QUANTITY
Toilet Paper	Jumbo Junior Toilet Paper Containers	Toilet tissue dispenser roll, single-ply white, non-perforated, 3 3/4" wide, 3" core, 2000'/roll, 12/rolls per case	175 Cases
	Regular Toilet Paper Containers	Toilet Tissue Rolls, bleached, 2 ply wrapped 4 ½" x 4 ½" 100 sheets/roll, 96 rolls/case	
Liquid Hand Soap	All manual hand soap dispensers	Soap must be mild, liquid and remain viscous at temperatures 40 degrees F or higher. Must be designed for hand soap dispensers. Soaps that clog dispensers will not be allowed.	150 Gallons
Liquid Hand Soap	All automatic soap dispensers	Soap must be 1600ml in size, designed for the automatic soap dispensers manufactured by Technical Concepts.	150 Gallons
Plastic Bag Barrel Liners (55gal)	All large trash barrels	55 gal. Capacity, minimum size 36" x 60", mil thickness .16	3600 Bags
Plastic Bag Barrel Liners (33gal)	Trash Cans	33 gal. Capacity, minimum size 33" x 40", mil thickness .43	1200 Bags
Sanitary Napkin Disposal Bag	Sanitary Napkin Receptacles	Approved dispenser liner that fits properly	2800/5800 Bags (Sm./Lg Bldg)
Glass Cleaner	All glass and mirrored surfaces	Liquid spray, formula designed or cleaning glass and mirrors, non-abrasive	60 Gallons
Toilet Bowl and Urinal Cleaner	To disinfect inside of urinals, bowls, flushing cavities	E.P.A. Approved HCI acid base bowl cleaner (10% maximum HCL)	300 Gallons
Water free Urinal Cleaner	To disinfect water free urinal bowl	Use a Sloan approved non-acid based mild disinfectant cleaner	50 Gallons
Rotary Floor Machine – Liquid Cleaner	To clean tile floors once per month	E.P.A. Approved 20-36% phosphoric acid base cleaner	8 Gallons
Liquid Detergent – Synthetic Disinfectant	To clean, disinfect tile floor, walls, partitions, sink tops, sinks, outside of toilets, urinals, toilet seats, and sanitary napkin disposal containers	E.P.A. Registered disinfectant, detergent shall be quaternary ammonium compounds	48 Gallons
Stainless Steel Cleaner	To clean metal surfaces	Safe for metals, non-scouring product	3 Gallons
De-icing Chemical	To use on sidewalks and entrances for ice removal	Calcium Chloride or product approved by MDOT designated representative	4000 Pounds
Marker/Vandal Remover	To remove crayon, pen, marker, ink, paint and pencil marks	Must be safe for use on hard surfaces such as painted walls, brick, tile and laminates	12 Cans
Protective Gloves	To be used when cleaning facility	Quality disposable gloves (Latex or Nitrile)	700 Pair
Personal Eye Wash	To be readily available and accessible when using cleaning products	23-oz. Polyethylene eye wash bottle	2 Bottles

MATERIAL *(Con't.)*	TYPICAL USE	MATERIAL SPECIFICATIONS	ESTIMATED QUANTITY
Wet Floor Signs	To be placed in areas being cleaned when needed	Approved plastic yellow folding signs	3 Signs
Cotton Mops	To mop tile flooring	Cotton blend, banded loop (min. 2)	52
Mop Handle	To be used with Cotton Mops	Plastic grips or speed change heads	3
Scrub Pads	To be used to manually scrub areas not easily accessible by Rotary Floor Machine	Swivel head must fit on standard threaded wood handle with bristle made of DuPont "Tynex A"	1
Handles	To hold Scrub Pad	Standard thread, wood	1
Mop Bucket & Wringer	To hold solution and Drain Mop	Bucket must be on rollers, wringer must match bucket and mop size	1
Floor Squeegees	To push excess liquid into floor drains	24" minimum width, rubber tipped	5
Broom	To sweep dirt and debris from floor	Heavy duty push broom, 24" minimum width, for interior hard floor surfaces	5
Window Squeegees and Extension	To clean windows	Squeegee designed for window washing with extension as needed	5
Toilet Bowl Mop	To clean inside toilet bowl and urinals	Cotton or synthetic mop – no brushes	24
Spray Bottles	To hold various cleaning supplies	Clean plastics, trigger style bottles	15
Sponges, Cloths	To clean surfaces	Cotton cloths, absorbent sponges	50
Air Blower	To dry floors	1 HP motor, minimum 4,000cfm	1
Wet-Dry Vacuum	To clean floors, mats, air vents, filters, ledges, etc.	Minimum 6.0 Peak Hp, capacity 16 gallons, w/appropriate attachments	1
Rotary Floor Machine	To scrub quarry tile floors	175 RPM speed with 15" Brush Spread, must be run on wet floor	1
Rotary Brush Head	To scrub quarry tile floor	"Zim Grit" 15" diameter solid wood back, green color with 40 gauge Tynex nylon filament – must fit above Rotary Floor Machine	1
Portable Pump-up Sprayer	To wash walls and partitions	Portable, 3 Gallon capacity, plastic tank with 18" chemical resistant hose with wand, adjustable spray tip, viton seals	1
Garden Hose	To water flowers	Quality 5/8" dia. rubber hose with proper fittings, minimum length 100'	1
Multipurpose, Telescoping Ladder	To use when accessing certain varying heights	Step ladder height 5 to 9 feet, ANSI Type 1A	1
Metal Halide Bulbs	To replace lighting	100 Watt - General Electric, Sylvania or Westinghouse	45
Metal Halide Bulbs	To replace lighting	50 Watt - General Electric, Sylvania or Westinghouse	10
Florescent Bulbs	To replace lighting	40 Watt	24
Compact Fluorescent Lamps	To replace lighting	42 Watt	48
Toilet Plunger	To unclog toilets	Standard	1
Drain Snake	To unclog drains	Standard	1
Aerosol Gum Remover	Remove gum from floors	Aerosol cans	24
Shredded Mulch Bark	To be placed around trees & plant beds	No wood chips or foreign objects (i.e., rocks, nails, etc.)	10 cubic yards approximately

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL / GROUNDS MAINTENANCE SERVICES for
REST AREAS

CONTRACT NO. 071B1300

LOCATION SPECIFICATION SHEET (LSS)

LOCATION: 04

PART I – PLACE OF SERVICES REQUESTED

LOCATION: Holt Rd. Rest Area

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	07/01/11	***CONTRACT END DATE:***	05/01/16
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Five Year Contract		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Holt Rd. Rest Area #810		
BUILDING ADDRESS:	See pricing sheet summary below		
REGION / COUNTY:	University / Ingham		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*MDOT*		
PROCUREMENT OFFICE CONTACT NAME:	*Terry Harris*	***CONTACT PHONE #:***	*517-335-2507*
PROCUREMENT OFFICE CONTACT E-MAIL:	*HarrisT@Michigan.gov*	***CONTACT FAX #:***	
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Bob Batt*	***CONTACT PHONE #:***	*517.750.0410*
CCI / FM CONTACT E-MAIL:	*battb@michigan.gov*	***CONTACT FAX #:***	*517.750.4397*

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*Determined by CCI*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*Determined by CCI*

PART II – PRICING SHEET SUMMARY

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Holt Rd. Rest Area Janitorial NB US-127 at mile marker 70	Week	52 weeks	$989.00	$51,428.00
☑	Holt Rd. Rest Area Lawn Maintenance	Cycle	28 cycles	$115.00	$3,220.00
☑	Holt Rd. Rest Area Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$185.00	$370.00
				YEAR TOTAL:	$55,018.00
FIVE YEAR TOTAL:					$275,090.00

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

Lawn Aeration is optional and will be determined by Contract Compliance Inspector.

HOURS OF WORK

The regular weekly hours of staffing at the rest areas shall be as follows:

HOLT RD. REST AREA

	SUMMER May 1st to October 31st	WINTER November 1st to April 30th
Monday – Thursday	6:00 a.m. – 6:00 p.m.	6:00 a.m. – 5:00 p.m.
Friday – Sunday	6:00 a.m. – 9:00 p.m.	6:00 a.m. – 5:00 p.m.

Exceptions to this schedule are noted below in the Holiday Summer Weekend Rest Area Coverage section.

HOLIDAY SUMMER WEEKEND REST AREA COVERAGE

The Holt Rd. rest area shall have one (1) male employee and one (1) female employee maintain the rest area as noted below.

During the following dates, the hours of coverage shall be 6:00 a.m. to 10:00 p.m. In addition to these specified hours of coverage, the Contractor shall provide one (1) male employee to maintain the men's restroom and one (1) female employee to maintain the women's restroom between the hours of 9:00 a.m. and 6:00 p.m. each day. Once the Holt rest area has a new 2 bathroom with family restroom building, the contractor shall provide only one employee between the hours of 6:a.m. and 10:00 p.m. each day.

HOLIDAY WORK SCHEDULE

HOLT RD. REST AREA

2011	2012	2013	2014	2015
May 27,28	May 25,26	May 24,25	May 23,24	May 22,23
July 1,2,3,4	July 3,4,5	July 3,4,5	July 4,5	July 3,4
Sept. 2,3	Aug. 31, Sept. 1	Aug. 30,31	Aug. 29,30	Sept. 4,5

EQUIPMENT & SUPPLIES LIST

EQUIPMENT / SUPPLIES	MAKE/MODEL	MANUFACTURER	APPROXIMATE AGE OF EQUIPMENT & OWNED OR RENTED
1. Rotary Floor Machine	CFP Floor Machine	Clark	New
2. Wet Dry Vacuum	CQ100	NuSource	New – 1 year old
3. Vacuums	Proteam 1500	Proteam	New – 1 year old
4. Rotary Wall Grout Cleaner	MotorScrubber	Ready Consumer Products	New – 1 year old
5. Presser Washer	20274 Washer Pressure Washing/3000 psi	Briggs & Stratton	New
ADDITIONAL SUPPLIES used for cleaning			
Two Mop Buckets on casters w/Wringer	Two Buckets (Plastic)	Two Mop Handles	Dust Mop Handles w/dust mop heads
Towels (Disposable and/or Cloth)	Feather Duster	Caution Wet Floor Signs	Dust Pan
Scrub Brush	16 ft. Ladder	Twenty Mop Heads (rotating stock to launder on a weekly basis)	PPE Equipment including Gloves and Eye Glasses.
Telescopic Duster	Toilet Bowl Utensil	Large Angle Brooms	Sanitary Napkin Bags
55 Gallon Brute	Utility Cart	Urinal Screens	Utility Knife/Putty Knife

Chemical Used by MJV Building Services (Houseworks)		
1. Citrus-Scrub	Cleaner/Degreaser	Spartan Product
2. DMQ Neutral Disinfectant Cleaner	Clean/Disinfect High Gloss Floors	Spartan Product
3. I-Shine	Floor Finisher	Spartan Product
4. Non-Acid Restroom Disinfectant	Hospital Grade Disinfectant Cleaner	Spartan Product
5. Nutra-Rinse	Floor Cleaner	Spartan Product
6. Re-JUV-NAL	Disinfectant Cleaner	Spartan Product
7. Restroom Cleaner	Restroom Cleaner	Spartan Product
8. Shineline Sealer	Floor Sealer	Spartan Product
9. Steriphene II	Disinfectant Deodorizer	Spartan Product
10. Windo-Clean	Glass Cleaner	Spartan Product
11. Terra Glaze	Hard Floor Finish	Spartan Product
12. Zorb-it-all	Hazard Clean Up	Spartan Product
13. Suprox Restroom Cleaner	Restroom Cleaner	Spartan Product
14. Ice Melt	Morton Ice Melter/Calcium Chloride Blend	Morton

MDOT APPROVED MATERIALS LIST
For REST AREAS

The following materials list has been compiled by MDOT for Contractor use. Contractor must select products that meet the following use and specifications. Products used that do not meet specifications and use outlined in this table will be considered a default of Contract due to non-compliance. Estimated quantity is annually per Rest Area.

MATERIAL	TYPICAL USE	MATERIAL SPECIFICATIONS	ESTIMATED QUANTITY
Toilet Paper	Jumbo Junior Toilet Paper Containers	Toilet tissue dispenser roll, single-ply white, non-perforated, 3 3/4" wide, 3" core, 2000'/roll, 12/rolls per case	175 Cases
	Regular Toilet Paper Containers	Toilet Tissue Rolls, bleached, 2 ply wrapped 4 ½" x 4 ½" 100 sheets/roll, 96 rolls/case	
Liquid Hand Soap	All manual hand soap dispensers	Soap must be mild, liquid and remain viscous at temperatures 40 degrees F or higher. Must be designed for hand soap dispensers. Soaps that clog dispensers will not be allowed.	150 Gallons
Liquid Hand Soap	All automatic soap dispensers	Soap must be 1600ml in size, designed for the automatic soap dispensers manufactured by Technical Concepts.	150 Gallons
Plastic Bag Barrel Liners (55gal)	All large trash barrels	55 gal. Capacity, minimum size 36" x 60", mil thickness .16	3600 Bags
Plastic Bag Barrel Liners (33gal)	Trash Cans	33 gal. Capacity, minimum size 33" x 40", mil thickness .43	1200 Bags
Sanitary Napkin Disposal Bag	Sanitary Napkin Receptacles	Approved dispenser liner that fits properly	2800/5800 Bags (Sm./Lg Bldg)
Glass Cleaner	All glass and mirrored surfaces	Liquid spray, formula designed or cleaning glass and mirrors, non-abrasive	60 Gallons
Toilet Bowl and Urinal Cleaner	To disinfect inside of urinals, bowls, flushing cavities	E.P.A. Approved HCI acid base bowl cleaner (10% maximum HCL)	120 Gallons
Water free Urinal Cleaner	To disinfect water free urinal bowl	Use a Sloan approved non-acid based mild disinfectant cleaner	50 Gallons
Rotary Floor Machine – Liquid Cleaner	To clean tile floors once per month	E.P.A. Approved 20-36% phosphoric acid base cleaner	8 Gallons
Liquid Detergent – Synthetic Disinfectant	To clean, disinfect tile floor, walls, partitions, sink tops, sinks, outside of toilets, urinals, toilet seats, and sanitary napkin disposal containers	E.P.A. Registered disinfectant, detergent shall be quaternary ammonium compounds	48 Gallons
Stainless Steel Cleaner	To clean metal surfaces	Safe for metals, non-scouring product	3 Gallons
De-icing Chemical	To use on sidewalks and entrances for ice removal	Calcium Chloride or product approved by MDOT designated representative	4000 Pounds
Marker/Vandal Remover	To remove crayon, pen, marker, ink, paint and pencil marks	Must be safe for use on hard surfaces such as painted walls, brick, tile and laminates	12 Cans
Protective Gloves	To be used when cleaning facility	Quality disposable gloves (Latex or Nitrile)	700 Pair
Personal Eye Wash	To be readily available and accessible when using cleaning products	23-oz. Polyethylene eye wash bottle	2 Bottles

MATERIAL *(Con't.)*	TYPICAL USE	MATERIAL SPECIFICATIONS	ESTIMATED QUANTITY
Wet Floor Signs	To be placed in areas being cleaned when needed	Approved plastic yellow folding signs	3 Signs
Cotton Mops	To mop tile flooring	Cotton blend, banded loop (min. 2)	52
Mop Handle	To be used with Cotton Mops	Plastic grips or speed change heads	3
Scrub Pads	To be used to manually scrub areas not easily accessible by Rotary Floor Machine	Swivel head must fit on standard threaded wood handle with bristle made of DuPont "Tynex A"	1
Handles	To hold Scrub Pad	Standard thread, wood	1
Mop Bucket & Wringer	To hold solution and Drain Mop	Bucket must be on rollers, wringer must match bucket and mop size	1
Floor Squeegees	To push excess liquid into floor drains	24" minimum width, rubber tipped	5
Broom	To sweep dirt and debris from floor	Heavy duty push broom, 24" minimum width, for interior hard floor surfaces	5
Window Squeegees and Extension	To clean windows	Squeegee designed for window washing with extension as needed	5
Toilet Bowl Mop	To clean inside toilet bowl and urinals	Cotton or synthetic mop – no brushes	24
Spray Bottles	To hold various cleaning supplies	Clean plastics, trigger style bottles	15
Sponges, Cloths	To clean surfaces	Cotton cloths, absorbent sponges	50
Air Blower	To dry floors	1 HP motor, minimum 4,000cfm	1
Wet-Dry Vacuum	To clean floors, mats, air vents, filters, ledges, etc.	Minimum 6.0 Peak Hp, capacity 16 gallons, w/appropriate attachments	1
Rotary Floor Machine	To scrub quarry tile floors	175 RPM speed with 15" Brush Spread, must be run on wet floor	1
Rotary Brush Head	To scrub quarry tile floor	"Zim Grit" 15" diameter solid wood back, green color with 40 gauge Tynex nylon filament – must fit above Rotary Floor Machine	1
Portable Pump-up Sprayer	To wash walls and partitions	Portable, 3 Gallon capacity, plastic tank with 18" chemical resistant hose with wand, adjustable spray tip, viton seals	1
Garden Hose	To water flowers	Quality 5/8" dia. rubber hose with proper fittings, minimum length 100'	1
Multipurpose, Telescoping Ladder	To use when accessing certain varying heights	Step ladder height 5 to 9 feet, ANSI Type 1A	1
Metal Halide Bulbs	To replace lighting	100 Watt - General Electric, Sylvania or Westinghouse	45
Metal Halide Bulbs	To replace lighting	50 Watt - General Electric, Sylvania or Westinghouse	10
Florescent Bulbs	To replace lighting	40 Watt	24
Compact Fluorescent Lamps	To replace lighting	42 Watt	48
Toilet Plunger	To unclog toilets	Standard	1
Drain Snake	To unclog drains	Standard	1
Aerosol Gum Remover	Remove gum from floors	Aerosol cans	24
Shredded Mulch Bark	To be placed around trees & plant beds	No wood chips or foreign objects (i.e., rocks, nails, etc.)	10 cubic yards approximately

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL / GROUNDS MAINTENANCE SERVICES for
REST AREAS

CONTRACT NO. 071B1300

LOCATION SPECIFICATION SHEET (LSS)

LOCATION: 06

PART I – PLACE OF SERVICES REQUESTED

LOCATION: Grass Lake Rest Area

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	07/01/11	***CONTRACT END DATE:***	05/01/16
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Five Year Contract		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Grass Lake Rest Area #818		
BUILDING ADDRESS:	See pricing sheet summary below		
REGION / COUNTY:	University / Jackson		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*MDOT*		
PROCUREMENT OFFICE CONTACT NAME:	*Terry Harris*	***CONTACT PHONE #:***	*517-335-2507*
PROCUREMENT OFFICE CONTACT E-MAIL:	*HarrisT@Michigan.gov*	***CONTACT FAX #:***	
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Bob Batt*	***CONTACT PHONE #:***	*517.750.0410*
CCI / FM CONTACT E-MAIL:	*battb@michigan.gov*	***CONTACT FAX #:***	*517.750.4397*

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*Determined by CCI*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*Determined by CCI*

PART II – PRICING SHEET SUMMARY

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Grass Lake Rest Area Janitorial WB I-94 at mile marker 150	Week	52 weeks	$1,073.00	$55,796.00
☑	Grass Lake Rest Area Lawn Maintenance	Cycle	28 cycles	$115.00	$3,220.00
☑	Grass Lake Rest Area Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$290.00	$580.00
				YEAR TOTAL:	$59,596.00
FIVE YEAR TOTAL:					$297,980.00

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

Lawn Aeration is optional and will be determined by Contract Compliance Inspector.

HOURS OF WORK

The regular weekly hours of staffing at the rest areas shall be as follows:

GRASS LAKE REST AREA

	SUMMER May 1st to October 31st	WINTER November 1st to April 30th
Monday – Thursday	6:00 a.m. – 6:00 p.m.	6:00 a.m. – 5:00 p.m.
Friday – Sunday	6:00 a.m. – 9:00 p.m.	6:00 a.m. – 5:00 p.m.

Exceptions to this schedule are noted below in the Holiday Summer Weekend Rest Area Coverage section.

HOLIDAY SUMMER WEEKEND REST AREA COVERAGE

During the following dates, the Contractor shall maintain provide janitorial services for the Grass Lake rest area between the hours of 6:00 a.m. and 10:00 p.m. each day.

HOLIDAY WORK SCHEDULE

GRASS LAKE REST AREA

2011	2012	2013	2014	2015
May 27,28,29,30	May 25,26,27,28	May 24,25,26,27	May 23,24,25,26	May 22,23,24,25
July 1,2,3,4	July 3,4,5	July 4,5,6,7	July 4,5,6	July 3,4,5
Sept. 2,3,4,5	Aug. 31, Sept. 1,2,3	Aug. 30,31, Sept. 1,2	Aug. 29,30,31, Sept. 1	Sept. 4,5,6,7

EQUIPMENT & SUPPLIES LIST

EQUIPMENT / SUPPLIES	MAKE/MODEL	MANUFACTURER	APPROXIMATE AGE OF EQUIPMENT & OWNED OR RENTED
1. Rotary Floor Machine	CFP Floor Machine	Clark	New
2. Wet Dry Vacuum	CQ100	NuSource	New – 1 year old
3. Vacuums	Proteam 1500	Proteam	New – 1 year old
4. Rotary Wall Grout Cleaner	MotorScrubber	Ready Consumer Products	New – 1 year old
5. Presser Washer	20274 Washer Pressure Washing/3000 psi	Briggs & Stratton	New
ADDITIONAL SUPPLIES used for cleaning			
Two Mop Buckets on casters w/Wringer	Two Buckets (Plastic)	Two Mop Handles	Dust Mop Handles w/dust mop heads
Towels (Disposable and/or Cloth)	Feather Duster	Caution Wet Floor Signs	Dust Pan
Scrub Brush	16 ft. Ladder	Twenty Mop Heads (rotating stock to launder on a weekly basis)	PPE Equipment including Gloves and Eye Glasses.
Telescopic Duster	Toilet Bowl Utensil	Large Angle Brooms	Sanitary Napkin Bags
55 Gallon Brute	Utility Cart	Urinal Screens	Utility Knife/Putty Knife

Chemical Used by MJV Building Services (Houseworks)		
1. Citrus-Scrub	Cleaner/Degreaser	Spartan Product
2. DMQ Neutral Disinfectant Cleaner	Clean/Disinfect High Gloss Floors	Spartan Product
3. I-Shine	Floor Finisher	Spartan Product
4. Non-Acid Restroom Disinfectant	Hospital Grade Disinfectant Cleaner	Spartan Product
5. Nutra-Rinse	Floor Cleaner	Spartan Product
6. Re-JUV-NAL	Disinfectant Cleaner	Spartan Product
7. Restroom Cleaner	Restroom Cleaner	Spartan Product
8. Shineline Sealer	Floor Sealer	Spartan Product
9. Steriphene II	Disinfectant Deodorizer	Spartan Product
10. Windo-Clean	Glass Cleaner	Spartan Product
11. Terra Glaze	Hard Floor Finish	Spartan Product
12. Zorb-it-all	Hazard Clean Up	Spartan Product
13. Suprox Restroom Cleaner	Restroom Cleaner	Spartan Product
14. Ice Melt	Morton Ice Melter/Calcium Chloride Blend	Morton

MDOT APPROVED MATERIALS LIST
For REST AREAS

The following materials list has been compiled by MDOT for Contractor use. Contractor must select products that meet the following use and specifications. Products used that do not meet specifications and use outlined in this table will be considered a default of Contract due to non-compliance. Estimated quantity is annually per Rest Area,

MATERIAL	TYPICAL USE	MATERIAL SPECIFICATIONS	ESTIMATED QUANTITY
Toilet Paper	Jumbo Junior Toilet Paper Containers	Toilet tissue dispenser roll, single-ply white, non-perforated, 3 3/4" wide, 3" core, 2000'/roll, 12/rolls per case	175 Cases
	Regular Toilet Paper Containers	Toilet Tissue Rolls, bleached, 2 ply wrapped 4 ½" x 4 ½" 100 sheets/roll, 96 rolls/case	
Liquid Hand Soap	All manual hand soap dispensers	Soap must be mild, liquid and remain viscous at temperatures 40 degrees F or higher. Must be designed for hand soap dispensers. Soaps that clog dispensers will not be allowed.	150 Gallons
Liquid Hand Soap	All automatic soap dispensers	Soap must be 1600ml in size, designed for the automatic soap dispensers manufactured by Technical Concepts.	150 Gallons
Plastic Bag Barrel Liners (55gal)	All large trash barrels	55 gal. Capacity, minimum size 36" x 60", mil thickness .16	3600 Bags
Plastic Bag Barrel Liners (33gal)	Trash Cans	33 gal. Capacity, minimum size 33" x 40", mil thickness .43	1200 Bags
Sanitary Napkin Disposal Bag	Sanitary Napkin Receptacles	Approved dispenser liner that fits properly	2800/5800 Bags (Sm./Lg Bldg)
Glass Cleaner	All glass and mirrored surfaces	Liquid spray, formula designed or cleaning glass and mirrors, non-abrasive	60 Gallons
Toilet Bowl and Urinal Cleaner	To disinfect inside of urinals, bowls, flushing cavities	E.P.A. Approved HCI acid base bowl cleaner (10% maximum HCL)	300 Gallons
Water free Urinal Cleaner	To disinfect water free urinal bowl	Use a Sloan approved non-acid based mild disinfectant cleaner	50 Gallons
Rotary Floor Machine – Liquid Cleaner	To clean tile floors once per month	E.P.A. Approved 20-36% phosphoric acid base cleaner	8 Gallons
Liquid Detergent – Synthetic Disinfectant	To clean, disinfect tile floor, walls, partitions, sink tops, sinks, outside of toilets, urinals, toilet seats, and sanitary napkin disposal containers	E.P.A. Registered disinfectant, detergent shall be quaternary ammonium compounds	48 Gallons
Stainless Steel Cleaner	To clean metal surfaces	Safe for metals, non-scouring product	3 Gallons
De-icing Chemical	To use on sidewalks and entrances for ice removal	Calcium Chloride or product approved by MDOT designated representative	4000 Pounds
Marker/Vandal Remover	To remove crayon, pen, marker, ink, paint and pencil marks	Must be safe for use on hard surfaces such as painted walls, brick, tile and laminates	12 Cans
Protective Gloves	To be used when cleaning facility	Quality disposable gloves (Latex or Nitrile)	700 Pair
Personal Eye Wash	To be readily available and accessible when using cleaning products	23-oz. Polyethylene eye wash bottle	2 Bottles

MATERIAL *(Con't.)*	TYPICAL USE	MATERIAL SPECIFICATIONS	ESTIMATED QUANTITY
Wet Floor Signs	To be placed in areas being cleaned when needed	Approved plastic yellow folding signs	3 Signs
Cotton Mops	To mop tile flooring	Cotton blend, banded loop (min. 2)	52
Mop Handle	To be used with Cotton Mops	Plastic grips or speed change heads	3
Scrub Pads	To be used to manually scrub areas not easily accessible by Rotary Floor Machine	Swivel head must fit on standard threaded wood handle with bristle made of DuPont "Tynex A"	1
Handles	To hold Scrub Pad	Standard thread, wood	1
Mop Bucket & Wringer	To hold solution and Drain Mop	Bucket must be on rollers, wringer must match bucket and mop size	1
Floor Squeegees	To push excess liquid into floor drains	24" minimum width, rubber tipped	5
Broom	To sweep dirt and debris from floor	Heavy duty push broom, 24" minimum width, for interior hard floor surfaces	5
Window Squeegees and Extension	To clean windows	Squeegee designed for window washing with extension as needed	5
Toilet Bowl Mop	To clean inside toilet bowl and urinals	Cotton or synthetic mop – no brushes	24
Spray Bottles	To hold various cleaning supplies	Clean plastics, trigger style bottles	15
Sponges, Cloths	To clean surfaces	Cotton cloths, absorbent sponges	50
Air Blower	To dry floors	1 HP motor, minimum 4,000cfm	1
Wet-Dry Vacuum	To clean floors, mats, air vents, filters, ledges, etc.	Minimum 6.0 Peak Hp, capacity 16 gallons, w/appropriate attachments	1
Rotary Floor Machine	To scrub quarry tile floors	175 RPM speed with 15" Brush Spread, must be run on wet floor	1
Rotary Brush Head	To scrub quarry tile floor	"Zim Grit" 15" diameter solid wood back, green color with 40 gauge Tynex nylon filament – must fit above Rotary Floor Machine	1
Portable Pump-up Sprayer	To wash walls and partitions	Portable, 3 Gallon capacity, plastic tank with 18" chemical resistant hose with wand, adjustable spray tip, viton seals	1
Garden Hose	To water flowers	Quality 5/8" dia. rubber hose with proper fittings, minimum length 100'	1
Multipurpose, Telescoping Ladder	To use when accessing certain varying heights	Step ladder height 5 to 9 feet, ANSI Type 1A	1
Metal Halide Bulbs	To replace lighting	100 Watt - General Electric, Sylvania or Westinghouse	45
Metal Halide Bulbs	To replace lighting	50 Watt - General Electric, Sylvania or Westinghouse	10
Florescent Bulbs	To replace lighting	40 Watt	24
Compact Fluorescent Lamps	To replace lighting	42 Watt	48
Toilet Plunger	To unclog toilets	Standard	1
Drain Snake	To unclog drains	Standard	1
Aerosol Gum Remover	Remove gum from floors	Aerosol cans	24
Shredded Mulch Bark	To be placed around trees & plant beds	No wood chips or foreign objects (i.e., rocks, nails, etc.)	10 cubic yards approximately

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL/GROUNDS MAINTENANCE SERVICES for
ROADSIDE PARKS

CONTRACT NO. 071B1300
LOCATION SPECIFICATION SHEET (LSS)

LOCATION: 12
PART I – PLACE OF SERVICES REQUESTED

Location: Red Cedar Roadside Park

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	07/01/11	***CONTRACT END DATE:***	05/01/16
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 Year Contract with No Options		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Red Cedar Roadside Park P802		
BUILDING ADDRESS:	Located on M-43 at Meridian Rd.		
REGION / COUNTY:	University Region / Ingham		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*MDOT*		
PROCUREMENT OFFICE CONTACT NAME:	*Terry Harris*	***CONTACT PHONE #:***	*517.335.2507*
PROCUREMENT OFFICE CONTACT E-MAIL:	*HarrisT@Michigan.gov*	***CONTACT FAX #:***	
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Bob Batt*	***CONTACT PHONE #:***	*517.750.0410*
CCI / FM CONTACT E-MAIL:	*battb@michigan.gov*	***CONTACT FAX #:***	

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*Determined by CCI*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*Determined by CCI*

PART II – PRICING SHEET SUMMARY

Bidder Name:

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Red Cedar Roadside Park Janitorial and Maintenance	Week	30 Weeks	$186.00	$5,580.00
☑	Lawn Maintenance	Cycle	28 Cycles	$85.00	$2,380.00
☑	Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$150.00	$300.00
				$	$
YEAR TOTAL:					$8,260.00
5 YEAR TOTAL:					$41,300.00

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

HOURS OF WORK

The regular weekly hours of cleaning at the park shall be as follows:

RED CEDAR ROADSIDE PARK

	SPRING/SUMMER/FALL April 1st to October 31st	WINTER November 1st to March 31st
Sunday – Saturday	7:00 a.m. – 10:00 a.m.	Closed

CALL BACKS

The Contractor is expected to respond to “call back” from the Contract Administrator, or designated representative, to site specific complaints (graffiti, messy conditions, etc) at the roadside parks, outside of the normal hours detailed in this contract. The “call back” is expected to be infrequent in nature and shall be considered incidental to the contract unit price for JANITORIAL/GROUNDS MAINTENANCE.

EQUIPMENT & SUPPLIES LIST

EQUIPMENT / SUPPLIES	MAKE/MODEL	MANUFACTURER	APPROXIMATE AGE OF EQUIPMENT & OWNED OR RENTED
1. Rotary Floor Machine	CFP Floor Machine	Clark	New
2. Wet Dry Vacuum	CQ100	NuSource	New – 1 year old
3. Vacuums	Proteam 1500	Proteam	New – 1 year old
4. Rotary Wall Grout Cleaner	MotorScrubber	Ready Consumer Products	New – 1 year old
5. Presser Washer	20274 Washer Pressure Washing/3000 psi	Briggs & Stratton	New
ADDITIONAL SUPPLIES used for cleaning			
Two Mop Buckets on casters w/Wringer	Two Buckets (Plastic)	Two Mop Handles	Dust Mop Handles w/dust mop heads
Towels (Disposable and/or Cloth)	Feather Duster	Caution Wet Floor Signs	Dust Pan
Scrub Brush	16 ft. Ladder	Twenty Mop Heads (rotating stock to launder on a weekly basis)	PPE Equipment including Gloves and Eye Glasses.
Telescopic Duster	Toilet Bowl Utensil	Large Angle Brooms	Sanitary Napkin Bags
55 Gallon Brute	Utility Cart	Urinal Screens	Utility Knife/Putty Knife

Chemical Used by MJV Building Services (Houseworks)		
1. Citrus-Scrub	Cleaner/Degreaser	Spartan Product
2. DMQ Neutral Disinfectant Cleaner	Clean/Disinfect High Gloss Floors	Spartan Product
3. I-Shine	Floor Finisher	Spartan Product
4. Non-Acid Restroom Disinfectant	Hospital Grade Disinfectant Cleaner	Spartan Product
5. Nutra-Rinse	Floor Cleaner	Spartan Product
6. Re-JUV-NAL	Disinfectant Cleaner	Spartan Product
7. Restroom Cleaner	Restroom Cleaner	Spartan Product
8. Shineline Sealer	Floor Sealer	Spartan Product
9. Steriphene II	Disinfectant Deodorizer	Spartan Product
10. Windo-Clean	Glass Cleaner	Spartan Product
11. Terra Glaze	Hard Floor Finish	Spartan Product
12. Zorb-it-all	Hazard Clean Up	Spartan Product
13. Suprox Restroom Cleaner	Restroom Cleaner	Spartan Product
14. Ice Melt	Morton Ice Melter/Calcium Chloride Blend	Morton

MDOT APPROVED MATERIALS LIST
For ROADSIDE PARKS

The following materials list has been compiled by MDOT for Contractor use. Contractor must select products that meet the following use and specifications. Products used that do not meet specifications and use outlined in this table will be considered a default of Contract due to non-compliance. Estimated quantity is annually per facility.

MATERIAL	TYPICAL USE	MATERIAL SPECIFICATIONS	ESTIMATED QUANTITY
Toilet Paper	Jumbo Toilet Paper Containers	Toilet tissue dispenser roll, single-ply white, non-perforated, 4" wide, 3" core, 2100/roll, 12/rolls per case	23 Cases
	Regular Toilet Paper Containers	Toilet Tissue Rolls, bleached, 2 ply wrapped 4 ½ " x 4 ½ " 1000 sheet/roll	None
Plastic Bag, Barrel Liners (55gal)	All large trash	55 gal. Capacity, minimum size 36" x 60", mil thickness 0.4 mm	1040 Bags
Deodorant / Disinfectant	Toilet seats, risers, floors	E.P.A registered detergents-disinfectants shall be quanternary ammonium compounds	50 Gallons
Portable Pump-up Sprayer	Apply vault toilet odor control product	2.5 gallon capacity compressed air sprayer composed of high density, chemical resistant tank, corrosion resistant pump cylinder, and plunger cup, 15 to 16 inch brass wand with adjustable brass nozzle and flat fan nozzle.	2
Graffiti remover	Remove pen and marker ink, pencil and crayon graffiti	Water based acetone marker remover, must be safe for use on fiberglass	60 Cans

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL/GROUNDS MAINTENANCE SERVICES for
ROADSIDE PARKS

CONTRACT NO. 071B1300

LOCATION SPECIFICATION SHEET (LSS)

LOCATION: 13

PART I – PLACE OF SERVICES REQUESTED

Location: Reed Road Roadside Park

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	07/01/11	***CONTRACT END DATE:***	05/01/16
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 Year Contract with No Options		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Reed Road Roadside Park P806		
BUILDING ADDRESS:	Located on US-127 at Reed Rd.		
REGION / COUNTY:	University Region / Jackson		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*MDOT*		
PROCUREMENT OFFICE CONTACT NAME:	*Terry Harris*	***CONTACT PHONE #:***	*517.335.2507*
PROCUREMENT OFFICE CONTACT E-MAIL:	*HarrisT@Michigan.gov*	***CONTACT FAX #:***	
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Bob Batt*	***CONTACT PHONE #:***	*517.750.0410*
CCI / FM CONTACT E-MAIL:	*battb@michigan.gov*	***CONTACT FAX #:***	

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*Determined by CCI*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*Determined by CCI*

PART II – PRICING SHEET SUMMARY

Bidder Name:

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Reed Road Roadside Park Janitorial and Maintenance	Week	30 Weeks	$192.00	$5,760.00
☑	Lawn Maintenance	Cycle	28 Cycles	$80.00	$2,240.00
☑	Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$150.00	$300.00
				$	$
YEAR TOTAL:					$8,300.00
5 YEAR TOTAL:					$41,500.00

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

HOURS OF WORK

The regular weekly hours of cleaning at the park shall be as follows:

REED ROAD ROADSIDE PARK

	SPRING/SUMMER/FALL April 1st to October 31st	WINTER November 1st to March 31st
Sunday – Saturday	7:00 a.m. – 10:00 a.m.	Closed

CALL BACKS

The Contractor is expected to respond to “call back” from the Contract Administrator, or designated representative, to site specific complaints (graffiti, messy conditions, etc) at the roadside parks, outside of the normal hours detailed in this contract. The “call back” is expected to be infrequent in nature and shall be considered incidental to the contract unit price for JANITORIAL/GROUNDS MAINTENANCE.

EQUIPMENT & SUPPLIES LIST

EQUIPMENT / SUPPLIES	MAKE/MODEL	MANUFACTURER	APPROXIMATE AGE OF EQUIPMENT & OWNED OR RENTED
1. Rotary Floor Machine	CFP Floor Machine	Clark	New
2. Wet Dry Vacuum	CQ100	NuSource	New – 1 year old
3. Vacuums	Proteam 1500	Proteam	New – 1 year old
4. Rotary Wall Grout Cleaner	MotorScrubber	Ready Consumer Products	New – 1 year old
5. Presser Washer	20274 Washer Pressure Washing/3000 psi	Briggs & Stratton	New
ADDITIONAL SUPPLIES used for cleaning			
Two Mop Buckets on casters w/Wringer	Two Buckets (Plastic)	Two Mop Handles	Dust Mop Handles w/dust mop heads
Towels (Disposable and/or Cloth)	Feather Duster	Caution Wet Floor Signs	Dust Pan
Scrub Brush	16 ft. Ladder	Twenty Mop Heads (rotating stock to launder on a weekly basis)	PPE Equipment including Gloves and Eye Glasses.
Telescopic Duster	Toilet Bowl Utensil	Large Angle Brooms	Sanitary Napkin Bags
55 Gallon Brute	Utility Cart	Urinal Screens	Utility Knife/Putty Knife

Chemical Used by MJV Building Services (Houseworks)		
1. Citrus-Scrub	Cleaner/Degreaser	Spartan Product
2. DMQ Neutral Disinfectant Cleaner	Clean/Disinfect High Gloss Floors	Spartan Product
3. I-Shine	Floor Finisher	Spartan Product
4. Non-Acid Restroom Disinfectant	Hospital Grade Disinfectant Cleaner	Spartan Product
5. Nutra-Rinse	Floor Cleaner	Spartan Product
6. Re-JUV-NAL	Disinfectant Cleaner	Spartan Product
7. Restroom Cleaner	Restroom Cleaner	Spartan Product
8. Shineline Sealer	Floor Sealer	Spartan Product
9. Steriphene II	Disinfectant Deodorizer	Spartan Product
10. Windo-Clean	Glass Cleaner	Spartan Product
11. Terra Glaze	Hard Floor Finish	Spartan Product
12. Zorb-it-all	Hazard Clean Up	Spartan Product
13. Suprox Restroom Cleaner	Restroom Cleaner	Spartan Product
14. Ice Melt	Morton Ice Melter/Calcium Chloride Blend	Morton

MDOT APPROVED MATERIALS LIST
For ROADSIDE PARKS

The following materials list has been compiled by MDOT for Contractor use. Contractor must select products that meet the following use and specifications. Products used that do not meet specifications and use outlined in this table will be considered a default of Contract due to non-compliance. Estimated quantity is annually per facility.

MATERIAL	TYPICAL USE	MATERIAL SPECIFICATIONS	ESTIMATED QUANTITY
Toilet Paper	Jumbo Toilet Paper Containers	Toilet tissue dispenser roll, single-ply white, non-perforated, 4" wide, 3" core, 2100/roll, 12/rolls per case	23 Cases
	Regular Toilet Paper Containers	Toilet Tissue Rolls, bleached, 2 ply wrapped 4 ½ " x 4 ½ " 1000 sheet/roll	None
Plastic Bag, Barrel Liners (55gal)	All large trash	55 gal. Capacity, minimum size 36" x 60", mil thickness 0.4 mm	1040 Bags
Deodorant / Disinfectant	Toilet seats, risers, floors	E.P.A registered detergents-disinfectants shall be quanternary ammonium compounds	50 Gallons
Portable Pump-up Sprayer	Apply vault toilet odor control product	2.5 gallon capacity compressed air sprayer composed of high density, chemical resistant tank, corrosion resistant pump cylinder, and plunger cup, 15 to 16 inch brass wand with adjustable brass nozzle and flat fan nozzle.	2
Graffiti remover	Remove pen and marker ink, pencil and crayon graffiti	Water based acetone marker remover, must be safe for use on fiberglass	60 Cans

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL/GROUNDS MAINTENANCE SERVICES for
ROADSIDE PARKS

CONTRACT NO. 071B1300

LOCATION SPECIFICATION SHEET (LSS)

LOCATION: 14

PART I – PLACE OF SERVICES REQUESTED

Location: Frontier Roadside Park

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	07/01/11	***CONTRACT END DATE:***	05/01/16
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 Year Contract with No Options		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Frontier (Cambridge Junction) Roadside Park P809		
BUILDING ADDRESS:	Located on M-50 approximately 0.5 south of US-12		
REGION / COUNTY:	University Region / Lenawee		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*MDOT*		
PROCUREMENT OFFICE CONTACT NAME:	*Terry Harris*	***CONTACT PHONE #:***	*517.335.2507*
PROCUREMENT OFFICE CONTACT E-MAIL:	*HarrisT@Michigan.gov*	***CONTACT FAX #:***	
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Bob Batt*	***CONTACT PHONE #:***	*517.750.0410*
CCI / FM CONTACT E-MAIL:	*battb@michigan.gov*	***CONTACT FAX #:***	

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*Determined by CCI*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*Determined by CCI*

PART II – PRICING SHEET SUMMARY

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Frontier Roadside Park Janitorial and Maintenance	Week	30 Weeks	$188.00	$5,640.00
☑	Lawn Maintenance	Cycle	28 Cycles	$90.00	$2,520.00
☑	Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$160.00	$320.00
				$	$
YEAR TOTAL:					$8,480.00
5 YEAR TOTAL:					$42,400.00

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

HOURS OF WORK

The regular weekly hours of cleaning at the park shall be as follows:

FRONTIER ROAD ROADSIDE PARK

	SPRING/SUMMER/FALL April 1st to October 31st	WINTER November 1st to March 31st
Sunday - Saturday	7:00 a.m. – 10:00 a.m.	Closed

CALL BACKS

The Contractor is expected to respond to “call back” from the Contract Administrator, or designated representative, to site specific complaints (graffiti, messy conditions, etc) at the roadside parks, outside of the normal hours detailed in this contract. The “call back” is expected to be infrequent in nature and shall be considered incidental to the contract unit price for JANITORIAL/GROUNDS MAINTENANCE.

EQUIPMENT & SUPPLIES LIST

EQUIPMENT / SUPPLIES	MAKE/MODEL	MANUFACTURER	APPROXIMATE AGE OF EQUIPMENT & OWNED OR RENTED
1. Rotary Floor Machine	CFP Floor Machine	Clark	New
2. Wet Dry Vacuum	CQ100	NuSource	New – 1 year old
3. Vacuums	Proteam 1500	Proteam	New – 1 year old
4. Rotary Wall Grout Cleaner	MotorScrubber	Ready Consumer Products	New – 1 year old
5. Presser Washer	20274 Washer Pressure Washing/3000 psi	Briggs & Stratton	New
ADDITIONAL SUPPLIES used for cleaning			
Two Mop Buckets on casters w/Wringer	Two Buckets (Plastic)	Two Mop Handles	Dust Mop Handles w/dust mop heads
Towels (Disposable and/or Cloth)	Feather Duster	Caution Wet Floor Signs	Dust Pan
Scrub Brush	16 ft. Ladder	Twenty Mop Heads (rotating stock to launder on a weekly basis)	PPE Equipment including Gloves and Eye Glasses.
Telescopic Duster	Toilet Bowl Utensil	Large Angle Brooms	Sanitary Napkin Bags
55 Gallon Brute	Utility Cart	Urinal Screens	Utility Knife/Putty Knife

Chemical Used by MJV Building Services (Houseworks)		
1. Citrus-Scrub	Cleaner/Degreaser	Spartan Product
2. DMQ Neutral Disinfectant Cleaner	Clean/Disinfect High Gloss Floors	Spartan Product
3. I-Shine	Floor Finisher	Spartan Product
4. Non-Acid Restroom Disinfectant	Hospital Grade Disinfectant Cleaner	Spartan Product
5. Nutra-Rinse	Floor Cleaner	Spartan Product
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7. Restroom Cleaner	Restroom Cleaner	Spartan Product
8. Shineline Sealer	Floor Sealer	Spartan Product
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10. Windo-Clean	Glass Cleaner	Spartan Product
11. Terra Glaze	Hard Floor Finish	Spartan Product
12. Zorb-it-all	Hazard Clean Up	Spartan Product
13. Suprox Restroom Cleaner	Restroom Cleaner	Spartan Product
14. Ice Melt	Morton Ice Melter/Calcium Chloride Blend	Morton

MDOT APPROVED MATERIALS LIST
For ROADSIDE PARKS

The following materials list has been compiled by MDOT for Contractor use. Contractor must select products that meet the following use and specifications. Products used that do not meet specifications and use outlined in this table will be considered a default of Contract due to non-compliance. Estimated quantity is annually per facility.

MATERIAL	TYPICAL USE	MATERIAL SPECIFICATIONS	ESTIMATED QUANTITY
Toilet Paper	Jumbo Toilet Paper Containers	Toilet tissue dispenser roll, single-ply white, non-perforated, 4" wide, 3" core, 2100/roll, 12/rolls per case	23 Cases
	Regular Toilet Paper Containers	Toilet Tissue Rolls, bleached, 2 ply wrapped 4 ½ " x 4 ½ " 1000 sheet/roll	None
Plastic Bag, Barrel Liners (55gal)	All large trash	55 gal. Capacity, minimum size 36" x 60", mil thickness 0.4 mm	1040 Bags
Deodorant / Disinfectant	Toilet seats, risers, floors	E.P.A registered detergents-disinfectants shall be quanternary ammonium compounds	50 Gallons
Portable Pump-up Sprayer	Apply vault toilet odor control product	2.5 gallon capacity compressed air sprayer composed of high density, chemical resistant tank, corrosion resistant pump cylinder, and plunger cup, 15 to 16 inch brass wand with adjustable brass nozzle and flat fan nozzle.	2
Graffiti remover	Remove pen and marker ink, pencil and crayon graffiti	Water based acetone marker remover, must be safe for use on fiberglass	60 Cans