

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

May 1, 2009

CHANGE NOTICE NO. 5
 TO
 CONTRACT NO. 071B2001346
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR		TELEPHONE (313) 332-9832 Andrea Durhal	
Kleen As A Whistle, Inc. 28175 Haggerty Road Novi, MI 48377			
kleenasawhistle@msn.com		BUYER (517) 241-1218 Brandon Samuel	
Contract Administrator: Loria Woodruff Janitorial Services – Family Independence Agency Oakland County, District III (Walled Lake)			
CONTRACT PERIOD:		From: April 1, 2002 To: March 31, 2010	
TERMS	Net 30 Days	SHIPMENT	N/A
F.O.B.	N/A	SHIPPED FROM	N/A
MINIMUM DELIVERY REQUIREMENTS N/A			

NATURE OF CHANGE:

Effective April 21, 2009, this Contract is hereby EXTENDED through March 31, 2010, and INCREASED by \$115,000.00. NOTE: The DMB Buyer for this Contract is changed to Brandon Samuel (517) 241-1218 SamuelB@michigan.gov.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per request of MDHS, vendor agreement (letter dated 3/25/09), Ad Board approval on 4/21/09, and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$449,400.00

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

November 14, 2007

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B2001346
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (313) 332-9832
Kleen As A Whistle, Inc. 28175 Haggerty Road Novi, MI 48377 kleanasawhistle@msn.com		Andrea Durhal
		BUYER (517) 241-0684 Erica Busick
Contract Administrator: Loria Woodruff Janitorial Services – Family Independence Agency Oakland County, District III (Walled Lake)		
CONTRACT PERIOD: From: April 1, 2002 To: March 31, 2009		
TERMS	SHIPMENT	
Net 30 Days	N/A	
F.O.B.	SHIPPED FROM	
N/A	N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (S):

Effective November 8, 2007, this Contract is hereby EXTENDED through March 31, 2009.
 NOTE: The Buyer for this Contract is hereby changed to Erica Busick (517) 241-0684.

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

AUTHORITY/REASON:

Per agency request (email sent on 11/1/07), vendor agreement letter dated 11/6/07, and DMB/Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$334,400.00

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

April 3, 2007

CHANGE NOTICE NO. 3
 TO
 CONTRACT NO. 071B2001346
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR		TELEPHONE (313) 332-9832
Kleen As A Whistle, Inc. 28175 Haggerty Rd Novi, MI 48377 kleanasawhistle@msn.com		Andrea Durhal
		BUYER (517) 241-1647 Irene Pena
Contract Administrator: Loria Woodruff Janitorial Services – Family Independence Agency Oakland County, District III (Walled Lake)		
CONTRACT PERIOD: From: April 1, 2002 To: March 31, 2008		
TERMS	SHIPMENT	
Net 30 Days	N/A	
F.O.B.	SHIPPED FROM	
N/A	N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby EXTENDED through March 31, 2008, and INCREASED by \$128,000.00. NOTE: The buyer is changed to Irene Pena. All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per agency request and DMB/Purchasing Operations.

INCREASE: \$128,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$334,400.00

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

November 7, 2003

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B2001346
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (313) 516-8584
Kleen As A Whistle, Inc. 29540 Chelmsford Rd Southfield, MI 48076 kleanasawhistle@msn.com		Andrea Durhal
		BUYER (517) 241-0705 Kerri L. Thelen
Contract Administrator: Loria Woodruff Janitorial Services – Family Independence Agency Oakland County, District III (Walled Lake)		
CONTRACT PERIOD: From: April 1, 2002		To: March 31, 2007
TERMS	Net 30 Days	SHIPMENT N/A
F.O.B.	N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (S):

Effective October 1, 2003, the following changes have been implemented:

- 1. Quarterly services of strip, seal, wax, and buff floors, high traffic area, have been changed to TOP STRIP AND REFINISH FULL CONTRACT AREA THREE TIMES PER YEAR.**
- 2. Semi-annual service of strip, seal, wax, and buff floors, full contract area, has been changed to ANNUAL SERVICE.**

Area to be cleaned:

14,941 sq. ft. carpeted includes
300 sq. ft. high traffic areas (entrances, hallways)

2,693 sq. ft. non-carpeted includes
1,803 sq. ft. vinyl (lobby, lunchroom, file room)
800 sq. ft. ceramic tile (restrooms)

69 Work Stations (employees)

Description:	Estimated price per month
Janitorial Services	\$2,750.00

Description: Periodic Services	Price per Service
Three Times Per Year	
Top strip & refinish vinyl tiled floors: Full Contract areas	\$500.00
Semi-Annual Services:	
1. Clean Carpets (Shampoo): Full Contract area	\$1,800.00
2. Clean light fixture (s) lens (es)	\$500.00
Annual Services:	
Strip, seal, wax and buff vinyl tile floors: Full Contract areas	\$1,400.00

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

AUTHORITY/REASON:

Per agency request dated November 4, 2003 from Miriam Elias-Norris. This amendment is in accordance with the Contract's Modification Clause.

DECREASE: \$13,600.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$206,400.00 (\$220,000.00 – 13,600.00)

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

July 17, 2002

CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B2001346
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR		TELEPHONE (313) 516-8584
Kleen As A Whistle, Inc. 29540 Chelmsford Rd Southfield, MI 48076 kleanasawhistle@msn.com		Andrea Durhal
		BUYER (517) 335-1597 Sherita Calloway
Contract Administrator: Loria Woodruff Janitorial Services – Family Independence Agency, Oakland County, District III (Walled Lake)		
CONTRACT PERIOD: From: April 1, 2002		To: March 31, 2007
TERMS	Net 30 Days	SHIPMENT N/A
F.O.B.	N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (S):

Effective July 16, 2002, this contract is hereby amended as follows:

Vendor address is changed to:

Phone: (313) 516-8584

29540 Chelmsford

Southfield, MI 48076

Forward all remittances to this address. All other specifications, terms, conditions, and pricing remain the same.

AUTHORITY/REASON:

Per request of vendor in letter dated July 16, 2002, and in accordance with modification clause of contract.

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

May 18, 2009

**NOTICE
 OF
 CONTRACT NO. 071B2001346
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Kleen As A Whistle, Inc. 26655 Lois Lane, Ste 343 Southfield, MI 48076	TELEPHONE (313) 864-6293 Andrea Durhal
	BUYER (517) 373-7396 Andy Ghosh
Contract Administrator: Loria Woodruff Janitorial Services – Family Independence Agency, Oakland County, District III (Walled Lake)	
CONTRACT PERIOD: From: April 1, 2002 To: March 31, 2007	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

The terms and conditions of this Contract are those of ITB #071I2000075, this Contract Agreement and the vendor's quote dated December 10, 2002. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$220,000.00

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

**CONTRACT NO. 071B2001346
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Kleen As A Whistle, Inc. 26655 Lois Lane, Ste 343 Southfield, MI 48076	TELEPHONE (313) 864-6293 Andrea Durhal BUYER (517) 373-7396 Andy Ghosh
Contract Administrator: Loria Woodruff Janitorial Services – Family Independence Agency, Oakland County, District III (Walled Lake)	
CONTRACT PERIOD: From: April 1, 2002 To: March 31, 2007	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #07112000075, this Contract Agreement and the vendor's quote dated December 10, 2002. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$220,000.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07112000075. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to Acquisition Services. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

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

FOR THE VENDOR:	FOR THE STATE:
Kleen As A Whistle, Inc.	Signature
Firm Name	Andy Ghosh, Buyer Specialist
Authorized Agent Signature	Name
Authorized Agent (Print or Type)	Tactical Purchasing
Date	Title
Date	Date



STATE OF MICHIGAN
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Attachments:

Pricing Sheet



SECTION I - REQUIREMENTS

INTRODUCTION

This contract is for Janitorial Services for the Michigan Family Independence Agency, Oakland County, District III, 195 Ladd Rd., Walled Lake, Michigan. Section I is designed to provide bidders with information on requirements associated with this ITB.

I-A SCOPE OF WORK

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the janitorial (housekeeping) services as described in the specifications detailed herein. The required result is to maintain the facility(s) in such a manner as to provide a clean, healthy and safe work environment for occupants of state owned or lease office building(s).

The specifications contained in this document have been developed to establish the minimum level of janitorial (housekeeping) services required operated by the Michigan Family Independence Agency.

I-B JANITORIAL SPECIFICATIONS

Revised 6/2000

Location: **Michigan Family Independence Agency
OAKLAND COUNTY, District III
195 LADD RD.
WALLED LAKE, MI. 48390**

Contract Administrator: LORIA WOODRUFF 248 / 669-7602

Area to be cleaned:

14941 sq.ft. carpeted

3663 sq.ft. non-carpeted (including restrooms, lobbies, storage, etc.)

69 Work Stations (employees)

Services to be Performed **5** days/week (Monday thru Friday) unless otherwise prior approved by Contract Administrator.

1. DAILY SERVICES: MONDAY THRU FRIDAY

A. ROOM CLEANING

Office Areas, File Rooms, Libraries, Conference Rooms, etc.



1. Empty waste receptacles and remove waste to designated area.
2. Wash or damp wipe, inside and outside, all waste receptacles presenting a soiled or odorous condition.
3. Replace liners when torn or soiled.
4. Empty and clean ash receptacles and sift-clean in sand-type receptacles located outside.
5. Dust mop all non-carpeted floors. Damp mop all spills. Buff floors, applying spray wax if needed.
6. Thoroughly vacuum all carpeted floors including corners, and underneath partitions each and every day. (Refer to General Definitions for quality of care expected.)
7. Spot clean all carpeted areas.
8. Remove all mats and runners and clean floor area underneath. Clean all mats and runners by best means. Replace all mats and runners.
9. Clean and disinfect drinking fountains.
10. Clean and polish all entrance glass.
11. Move all lobby chairs and clean floor area underneath and replace chairs in proper place.
12. Pick up toys, books, etc. in nursery and lobby area.

B. RESTROOMS

4 Restrooms 21 Units 890 sq. ft. Floor Space
(included in non-carpeted floor space page 1)

1. Clean and sanitize all units. Clean pipes beneath all sinks.
2. Clean mirrors and counters and polish chrome.
- ** 3. Refill dispensers. (See section: Replenishable Supplies).
4. Empty and disinfect all sanitary napkin receptacles.
5. Sweep and damp mop floors with a germicidal solution paying special attention around wash bowls, toilets and urinals.



6. Empty waste receptacles.
7. Clean switch, door and kick plates.
8. Maintain floor traps free of odor.

2. WEEKLY SERVICE

A. ROOM CLEANING

Office Areas, File Rooms, Libraries, Conference Rooms, etc.

1. Dust high and low, including clocks, all surfaces on which dust gathers.
2. Clean all cleared desk and counter top areas with approved desk/counter cleaner.
3. Remove all cobwebs, clean baseboards.
4. Clean, spray wax and buff all hard surfaced floors.
5. Clean by most appropriate means all lobby furniture. Wash thoroughly all children's furniture and fiberglass/vinyl furniture.

B. RESTROOMS

1. Clean partition walls and doors with germicidal solution, making sure to thoroughly rinse.
2. Clean and buff floors, with special attention to grouting, corners of floor, baseboards, and stalls.
3. Spot clean walls around sinks, waste receptacles, behind urinals and toilets.
4. Dust radiators, grills, ledges, etc.

3. MONTHLY SERVICE

A. ROOM CLEANING

Office Areas, File Rooms, Libraries, Conference Rooms, etc.

1. Dust/vacuum window hangings.
2. Clean all carpeted areas of heavy traffic showing noticeably greater soil than general area.



- 3. Spot clean walls, doors, etc., removing all cobwebs, finger prints, smears and stains.
- 4. Clean partition glass.
- 5. Vacuum exposed air bars and heating outlets.

B. RESTROOMS

- 1. Wash with germicidal solution entrance doorways, ledges, etc.

C. WINDOWS - MONTHLY

Wash all exterior windows inside and outside (weather permitting).

Note: Window cleaning which requires the erection of scaffolding must be contracted separately and is not made part of this specification; however, windows reachable by stepladder are included.

4. QUARTERLY SERVICE

Schedule to be set up with Office Manager at beginning of contract period. Any deviation from established schedule must be pre-approved by Office Manager. This service is to be priced separately from estimated monthly cost.

Strip, seal, wax and buff all hard surfaced floors: Heavy traffic areas (including restrooms).

5. SEMI-ANNUAL SERVICE

Schedule to be set up with Office Manager at beginning of contract period. Any deviation from established schedule must be pre-approved by Office Manager. This service is to be priced separately from estimated monthly cost.

A. ROOM CLEANING

Office Areas, File Rooms, Libraries, Conference Rooms, etc.

- 1. Shampoo or steam clean carpets by commercial methods: Full contract area.
- 2. Strip, seal, wax and buff all hard surface floors: Full contract area.
- 3. Clean light fixtures lens.

6. SUPPLEMENTARY TASKS

-----NONE-----

****RESPONSIBILITY FOR REPLENISHABLE SUPPLIES:**



- a. Paper towels X by agency
- b. Toilet tissue X by agency
- c. Hand soap X by agency
- d. Plastic liners X by agency
- e. Sanitary napkins X by contractor

***ALL CLEANING SUPPLIES ARE TO BE PROVIDED BY THE CONTRACTOR.

7. GENERAL DEFINITIONS

The following definitions outline minimum acceptable standards for the activity to be performed.

A. Sweeping and Damp Mopping

- 1. Dust mopping must be performed with a treated mop. After sweeping and damp mopping operation, all floors must be clean and free from strings, bristles and dirt streaks.
- 2. Leave no dirt in corners, behind radiators, under furniture, behind doors, on stairs or landings. Leave no dirt where sweepings were picked up.
- 3. Leave no dirt, trash, or foreign matter under desks, tables or chairs.

B. Wet Mopping and Scrubbing

- 1. The floors must be properly prepared, thoroughly swept to remove visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces.
- 2. Upon completion of the wet mopping or scrubbing, the floor must be clean and free of dirt, water streaks, mop marks, strings; properly rinsed and dry mopped to present an overall appearance of cleanliness.
- 3. All surfaces must be dry and corners and cracks clean after the wet mopping or scrubbing.
- 4. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder.
- 5. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion.
- 6. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.



C. Wet Mopping

1. At the stated frequencies, floors must be damp mopped and buffed between regular waxing operations. Prepare the floor by sweeping to remove all visible dirt and debris.
2. The floor area will then be damp mopped and machine buffed to a polished appearance with a high speed buffer.

D. Rugs and Carpeting

1. After vacuuming, leave all rugs clean, free from dust balls, dirt and other debris. Prior to vacuuming, broom all edges not reached by vacuum. Leave nap on all carpeting lying in one direction.
2. Perform vacuuming, steam cleaning and shampooing with commercial grade equipment only.

E. Dusting

1. Do not move dusting residue from spot to spot, but remove directly from the areas in which dirt lies by the most effective means appropriate; treated dusting cloths or vacuum tools.
 - a. Leave no dust streaks.
 - b. Leave corners, crevices, molding and ledges free of dust and cobwebs.
 - c. Leave no oil spots or smudges on dusted surfaces caused by dusting tools.
2. Horizontal surfaces include, but are not limited to, counter tops, file cabinets, tables, coat racks, etc. Telephones, ashtrays, etc., must be lifted and dusted under. Do not disturb work papers.
3. Dusting high and low includes, but is not be limited to, partition tops, pictures, chair rungs, etc.
4. Window hangings are either venetian blinds or drapes. Dust venetian blinds. Lightly vacuum drapes.

F. Damp Wiping

This task consists of using a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then drying to provide a polished appearance.

1. The wetting solution must contain an appropriate cleaning agent.



2. When damp wiping in toilet areas, use a multi-purpose disinfectant/deodorizer.

G. Stripping and Sealing

1. Completely remove all dirt, wax and other foreign substances in returning the floor to its original surface.



2. Apply a thin coat of sealer with caution to prevent streaking or bleaching of floor surface. This application in preparation for waxing must be according to manufacturer's recommendations. The stripper, sealer and wax products used must be compatible for this activity, and wax must be a minimum of 25% solids.

H. Waxing and Buffing

1. Apply wax in a thin, even coat and machine buff with a high speed buffer immediately after drying. The number of coats applied will depend on the type and condition of the floor.
2. All waxed surfaces must be maintained so as to provide safe ANTI-SLIP walking conditions.
3. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder.
4. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion.
5. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.

I. Wet Mopping and Buffing

1. At the stated frequencies, floors must be damp mopped and buffed between regular waxing operations. Prepare the floor by sweeping to remove all visible dirt and debris.
2. The floor area will then be damp mopped and machine buffed to a polished appearance with a high speed buffer.

J. Miscellaneous

1. Ash receptacles are either ashtrays, sand or dry receptacles. Contents of ash receptacles must be disposed of in a safe manner. Clean sand by sifting out and disposing of debris, and replacing and replenishing sand in urns.
2. Rubbish removal from a central location is the responsibility of the State. Contractor must bag all waste material and place inside containers provided for that purpose.
3. Restroom units consist of washbowls, toilets and urinals. Clean and sanitize each unit by washing, inside and outside, with a germicidal



solution. Leave seats in a raised position.

4. IF SO MARKED ON PAGE 4, the contractor is responsible for the purchase and supply of sanitary napkins and dispensers. All profits from the sale of such items would belong to the contractor.
- K. All hazardous conditions, such as burned out lights, loose railings, etc., must be reported by janitorial staff to contract supervisor, who must then notify building manager in writing.

8. GENERAL PROVISIONS

A. MATERIALS, TREATMENTS, ETC.

1. Contractor must supply all cleaning supplies needed in fulfilling this contract. This includes cleaners, finishes, etc., for the treatment of the various types of flooring, carpeting, furniture, etc. Use only such materials as are recommended and approved by the appropriate manufacturer.
2. The contractor's prime responsibility is to protect owner's property at all times, and to use only such materials and treatments as will enhance appearance of flooring, etc., and preserve the surface against deterioration.
3. The contractor may be required to submit a complete list by brand names and product number of all supplies to be used in fulfilling this contract and a Materials Safety Data Sheet (MSDS) prior to starting any work. Right is reserved by State to accept or reject these items. An acceptable substitute must be immediately furnished for any rejected item.

B. MECHANICAL AND OTHER EQUIPMENT

1. The contractor must furnish all power equipment such as floor machines, vacuum systems and all other equipment. All equipment must be commercial grade. Right is reserved by the State to accept or reject these items.
2. The State will furnish an area when necessary, for storage of contractor's equipment and supplies.
3. The contractor will be held solely responsible for all items stored on the premises.

9. SPECIAL PROVISIONS

PRICING



All costs for supplying required insurances, employee fringe benefits, social security or other governmental business taxes are incorporated into contract price quoted for this service. Such costs may not be billed separately.

SUPERVISION

Competent supervision is to be furnished by the contractor, and these services must be satisfactory to the State.

Keys to the building will be furnished by the State. Any such keys must not be duplicated.

The contractor must maintain a secure environment while cleaning the facility. No one is allowed into the facility other than those individuals responsible for performing janitorial services. The contractor must lock the building when leaving. In locations that include a security alarm system, the contractor must also properly set the security alarm when leaving the building. In locations that include locked gate(s) around the perimeter of the building and/or parking lot(s), the contractor must also properly lock the gate(s) when leaving the location. Failure to maintain a secure environment, properly lock the building, set the security alarm and/or lock the gate(s) (where applicable) will result in a complaint to vendor 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.

In addition, should the contract be cancelled by default of contractor for failure to provide satisfactory janitorial services, for failure to provide janitorial services for duration of the contract period, for failure to lock the building, or properly set the security alarm, or for lost keys, 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.

A. CONTRACTOR CLEAN UP

The Contractor is responsible for repair, replacement or clean up as necessary due to carelessness or negligence on the part of the Contractor or his/her employees.

B. WORKING CONDITIONS

All work shall be done in accordance with all regulations governing the state agency wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of that state agency. Materials, tools, etc. shall be confined so as not to unduly encumber the premises.



The Facility Manager of each facility where services will be performed will provide necessary registered and returnable keys for the Contractor's entrance to areas of the buildings necessary for the completion of described work after award of contract. The Contractor shall comply with all security regulations and special working conditions as required by the agency. Access to and egress from the buildings and agency grounds shall be via routes specifically designated by the state agency.

C. EMPLOYEE CONDUCT

The Contractor must insure that each employee carries a current State contractual employee identification card, with picture, which is no more than two years old and that each employee wears a badge in plain view indicating the employee's name and company name in letters not less than 1/4 inch in height.

All contractual employees may be required to carry an agency provided pad of "Notice of Work Required" forms and to use them daily to report potentially hazardous conditions and items in need of repair including office lighting, emergency and exit lights, plumbing and water cooler problems, etc. to the Facility Manager.

All lost and found articles recovered by contractual employees must be immediately turned in to the Facility Manager.

Contractual employees will be required to wear clean and neat clothing or uniforms supplied by the Contractor at all times while on the job.

Contractual employees:

1. Must not have relatives or other personal visitors at the work site.
2. Must not consume food or beverages in public view while on duty. During normal breaks and lunch periods, the cafeteria or lunchroom may be used for this purpose.
3. Must not consume alcoholic beverages nor use narcotics while on duty nor be under the influence when reporting for duty.
4. Must not receive or initiate personal telephone calls from state owned telephones.
5. Must not play radios or other sound equipment without the Facility Manager's approval.
6. Must not fraternize with agency staff, clients, tenants, or visitors to the building nor unnecessarily disrupt tenants from their work while



performing their contractual duties.

7. Must turn off lights, if applicable, after cleaning is completed in an assigned area.

Parking for contractual employees under this contract will not be provided by the agency. Arrangements for any necessary private parking incidental to this contract are the responsibility of the Contractor.



The agency may require the Contractor to immediately remove any contractual employee(s) from the agency's premises for just cause. The Contractor will assume any and all responsibilities. Any employee so removed may not be placed in another state agency.

The agency reserves the right for final determination of a contractual employee's suitability for assignment to a specific location. Problems of this nature will be addressed with the Contractor's management.

D. INSPECTION AND CORRECTION OF DEFICIENCIES

Inspections by the Contract Administrator will be conducted on a daily basis for all specifications outlined in this contract.

Performance evaluations noting deficiencies in the contract specifications will be provided the Contractor on a regular basis. The deficiency for a daily, weekly, or monthly task must be corrected within 24 hours. A quarterly, semi-annual, or annual task deficiency must be corrected within 48 hours.

The Facility Manager will maintain a "hot sheet" comprised of complaints from building tenants. The hot sheet will be provided to the Contractor at the beginning of each day and will outline the areas requiring special attention on that day, to be completed within 8 hours of its receipt.

The Contract Administrator or his/her appointed representative shall make the final decision as to whether or not any cleaning task has been satisfactorily performed.

If it is determined that the task has not been properly performed as intended, the Contractor must make the necessary changes.

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

NOTE: FAILURE TO NOTIFY ACQUISITION SERVICES AND AGENCY OF CURRENT ADDRESS AND TELEPHONE NUMBER COULD RESULT IN CANCELLATION OF CONTRACT.

E. COMPLIANCE WITH FEDERAL BLOOD BORNE PATHOGEN REQUIREMENTS

The contractor must provide basic blood borne pathogen training including required Hepatitis B immunization for personnel exposed or working on-



site with blood or other potentially infectious materials. Specified waiver and compliance must be in accordance with the current Federal Blood borne Pathogen regulations. Any cost for vaccinations required will be the responsibility of the contractor. The contractor must also provide the State agency a copy of proof of such vaccination.

F. RECORD KEEPING

The Contractor must provide a monthly time sheet to the Contract Administrator showing the names, dates, areas and hours actually worked including starting and quitting times, for all employees used at this facility. This is to be submitted to the Contract Administrator's office with the Contractor's invoice by the 15th day of each month.

Upon award of the contract, the Contractor's must schedule a meeting with the Contract Administrator between the hours of 8:00 a.m. and 5:00 p.m. Supervisor must also be available to meet for consultation with the Contract Administrator on an emergency basis during the same hours.

The Contractor must supply the Contract Administrator with a list of all employees and supervisors to be used at each facility. Such list must include each employee's name, address, social security number and date of birth. Alternate employees may not be used until such list has been updated to include them and the above such data for alternates has been provided to the Contract Administrator.

G. BUILDING LOCK UP

The Contractor must lock and secure the building each night when leaving. Lock up procedures consist of before leaving building:

1. Turn off bathroom exhaust fan
2. Turn off all interior lights
3. Check and lock all entrance doors, gates or any other excess to the building.
4. Properly set security alarm system (where applicable)

In locations that include a security alarm system, the contractor must also properly set the security alarm when leaving the building. Failure to maintain a secure environment, properly lock the building or set the security alarm (where applicable) will result in a complaint to vendor 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.

In addition, should the contract be canceled by default of contractor, the cost of changing the building locks, providing new keys and re-coding the



security alarm, where applicable, will be charged to the contractor. These costs may be deducted from the final payment due the contractor.

H. **BILLING**

Contractor is to submit billing at the close of each calendar month to:

**Michigan Family Independence Agency
OAKLAND COUNTY, DISTRICT III
195 LADD RD.
WALLED LAKE, MI. 48390
Attn: LORIA WOODRUFF**

I. **HOURS OF WORK**

Work hours of contractor servicing this contract must be between the hours of 5:30 **P.M.** and 6:00 **A.M.**, except Tuesdays, hours of work between 7:30 p.m. and 6:00 a.m.

This facility will be cleaned each state working day. One year equals 248 state work days.

The Contract Administrator will establish the appropriate schedules for work to be performed in designated offices and priorities for periodic work to be performed. The Contractor must adhere to these schedules.

Disruptive activities such as carpet extraction, floor stripping and waxing, etc. shall be done as scheduled by the Contract Administrator.

The State of Michigan will not pay for services not performed. The contractor will not be paid for State Holidays unless requested to perform such services. State Holidays include but not limited to: New Year's Day, Martin Luther King Jr. Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day (2 days) Christmas Eve, Christmas Day and New Year's Eve. For specific dates, contact the Contract Administrator.

J. **SERVICE REVIEW**

The State Agency may request an audit of the services provided under the terms of this contract. The audit will be a joint activity of the Using Agency and Acquisition Services.

An unsatisfactory audit will result in cancellation of the Contract under terms of the Cancellation Clause in this contract. Further, should this 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 Acquisition Services 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 his copy of the audit. This meeting will provide an opportunity for the Contractor to present his/her reactions to audit recommendations.

K. CONFIDENTIALITY

Contractor shall be bound to confidentiality of any information its employees may become aware of during the course of performance of contracted tasks. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

L. LEIN AND OTHER SECURITY CLEARANCES

Upon request of the State:

1. The Contractor shall only appoint employees or prospective employees to work at the location if they have cleared the LEIN and other security checks, and do not have a felony conviction or misdemeanor drug offense.
2. The Contractor shall obtain permission for LEIN checks of all prospective workers for the location. The permission slip is to include:
 - a) Employees Full Name
 - b) Social Security Number
 - c) Date of Birth
 - d) Michigan Drivers License Number or State ID Number
 - e) Employee Signature
3. The Contractor shall replace the janitorial worker assigned immediately at the State's request if the janitorial worker is found with contraband in his/her possession.
4. The contractor shall maintain an adequate pool of trained and LEIN cleared relief personnel to substitute for absent regular employees.

**SECTION II - GENERAL CONTRACT PROVISIONS****II-A GENERAL**

The Contract is for Janitorial services for the State of Michigan.

II-B ISSUING OFFICE

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

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

Department of Management and Budget
Acquisition Services
Attn: Andy Ghosh
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-7396
ghosha@michigan.gov

II-C CONTRACT ADMINISTRATOR

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

LORIA WOODRUFF
Michigan Family Independence Agency
Oakland County, District III
195 LADD Rd.
Walled Lake, MI 48390
Telephone: (248) 669-7602
OR BERNIE SEBERT (248) 975-4866

**II-D CONTRACT TERM**

The term of this contract will be for a 5 year period and will commence with the issuance of a Contract. This will be approximately April 1, 2002 through March 31, 2007. At the sole option of the State, the Contract may be extended for up to 2 (two) additional years. Contractor performance, quality of products, price, and the Contractor's ability to deliver on time are some of the things that will be used as a basis for any decision by Acquisition Services to extend the Contract.

II-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

- A. This contract resulting from the ITB.
- B. Any addenda to that ITB.
- C. The Contractor's response to that ITB.

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

II-F NO WAIVER OF DEFAULT

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

II-G REVISIONS, CONSENTS, AND APPROVALS

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

II-H SEVERABILITY

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

II-I SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties



including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

II-J GOVERNING LAW

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

II-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. No subcontractor may be assigned to this contract without prior approval of the State Acquisition Services.

II-L HEADINGS

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

II-M INCURRING COSTS

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

II-N NEWS RELEASES

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

II-O CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the prime Contractor to be the sole point of contact with regard to



contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the primary Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

II-P PERFORMANCE REVIEWS

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

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

II-Q AUDIT OF CONTRACT COMPLIANCE

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

II-R SAFETY AND ACCIDENT PREVENTION

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



**II-S ASSIGNMENT**

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

II-T DELEGATION

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

II-U DISCLOSURE

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

II-V TAXES

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

II-W PRICE

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



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

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

II-X ADDITIONAL PRODUCTS

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

II-Y CONTRACTOR'S LIABILITY INSURANCE

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

- A. Claims under workers' compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' compensation laws of any other state the Contractor shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
- C. Claims for damages because of bodily injury, sickness or disease, or death



of any person other than his employees, subject to limits of liability of not less than \$300,000 each occurrence and, when applicable \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.

- D. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.



- E. Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate.

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

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

II-Z INDEMNIFICATION

A. General Indemnification

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

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death



or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;

5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

B. Patent/Copyright Infringement Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

C. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable



by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

**D. Continuation of Indemnification Obligation**

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

II-AA 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 in the workplace. To comply with this act, it is necessary that you fulfill the following:

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.

Material Safety Data Sheets must be included with shipment of chemical or hazardous material to the receiving State agency. It is necessary to send this document only on the first shipment for each chemical formulation or hazardous material ordered by a specific agency except when there has been a change in the formulation of the specified chemical or hazardous material, in which case, a revised material safety data sheet shall accompany the first shipment of the changed formulation. It is the responsibility of the shipping vendor to maintain this record. The receiving agency will not accept first shipment unless the above is complied with. It is recommended that OSHA Material Safety Data Sheet No. 174 be used.

II-BB CONTRACT DISTRIBUTION

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

II-CC ACCOUNTING RECORDS

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



II-DD NON-DISCRIMINATION CLAUSE

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

II-EE CANCELLATION

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

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

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

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



the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.



- B. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
- C. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
- D. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
- E. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

**II-FF NOTICE AND RIGHT TO CURE**

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

II-GG ELECTRONIC FUNDS TRANSFER

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

II-HH MODIFICATION OF CONTRACT

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

II-II UNFAIR LABOR PRACTICES

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

II-JJ CONTRACT PAYMENT SCHEDULE

The specific payment schedule for the Contract(s) will be mutually agreed upon by the State and the Contractor(s). The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost



charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

Michigan Family Independence Agency, Oakland County, District III, 195 Ladd Rd., Walled Lake, Michigan 48390

PRICING SHEET

Bidder must complete and return this pricing sheet with signed DMB form 285 on or before scheduled bid due date.

Part I

Quote the estimated price per month you want to be paid for the daily, weekly and monthly services only as outlined in the attached specifications:

Description:	Estimated price per month	(Multiply estimated monthly price times 60 months)
Janitorial Services	\$2,750.00	\$165,000.00

Part II

Quote your price to perform these periodic services as outlined in the attached specifications.

The price for periodic services are not to be included in the monthly price above.

The vendor is required to submit a separate billing as services are performed.

Payment will be issued only after services are satisfactorily completed.

Description: Periodic Services	Estimated Services	Price per Service	(Multiply price per service times estimated services)
Quarterly Services			
Strip, seal, wax and buff hard surface floor: High traffic	20	\$900.00	\$18,000.00
Semi-Annual Services:			
1. Clean Carpets (Shampoo): Full Contract area	10	\$1,800.00	\$18,000.00
2. Strip, seal, wax and buff hard surface floor: Full contract area	10	\$1,400.00	\$14,000.00
3. Clean light fixture(s) lens(es).	10	\$500.00	\$5,000.00

Part III

A. TOTAL ESTIMATED 1 YEAR CONTRACT PRICE: \$44,000.00

(Divide total estimated 5 year contract price by 5)

B. TOTAL ESTIMATED 5 YEAR CONTRACT PRICE: \$220,000.00

(Add price for 60 months plus price for all periodic services)