



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 **7**

to

Contract Number **071B2200055**

CONTRACTOR	ROAD RUNR MAINTENANCE, INC.
	747 Orchard Lake Road
	Pontiac, MI 48341
	Adrianna Seitz
	248-332-4242
	ad@roadrunr.com
	*****4426

STATE	Program Manager	Bob Batt	MDOT
		517-750-0410	
		battb@Michigan.gov	
	Contract Administrator	Joy Nakfoor	DTMB
		(517) 284-7042	
		nakfoorj@michigan.gov	

CONTRACT SUMMARY				
JANITORIAL & LAWN MAINTENANCE FOR THE CLARE & DUNDEE WELCOME CENTERS - MDOT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
December 12, 2011	December 1, 2016	1 - 1 Year	December 1, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☐ Direct Voucher (DV) ☐ Other			☐ Yes ☒ No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☒		December 31, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,054,566.21	\$1,500.00	\$1,056,066.21		
DESCRIPTION				
Effective 12/1/2017, this contract is hereby				
1. Extended 30 days through 12/31/2017 per Section 2.16.9 Contractor Transition Responsibilities,				
2. Increased by \$1,500.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				



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CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **071B2200055**

CONTRACTOR	ROAD RUNR MAINTENANCE, INC.
	747 Orchard Lake Road
	Pontiac, MI 48341
	Adrianna Seitz
	248-332-4242
	ad@roadrunr.com
	*****4426

STATE	Program Manager	Bob Batt	MDOT
		517-750-0410	
		battb@Michigan.gov	
	Contract Administrator	Joy Nakfoor	DTMB
		(517) 284-7042	
		nakfoorj@michigan.gov	

CONTRACT SUMMARY				
JANITORIAL & LAWN MAINTENANCE FOR THE CLARE & DUNDEE WELCOME CENTERS - MDOT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
December 12, 2011	December 1, 2016	1 - 1 Year	December 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
☐		☐		December 1, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$962,566.21	\$92,000.00	\$1,054,566.21		
DESCRIPTION				
Effective 2/7/2017, this Contract is increased by \$92,000.00 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 **5**

to

Contract Number **071B2200055**

CONTRACTOR	ROAD RUNR MAINTENANCE, INC.
	747 Orchard Lake Road
	Pontiac, MI 48341
	Adrianna Seitz
	248-332-4242
	ad@roadrunr.com
	*****4426

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 & LAWN MAINTENANCE FOR THE CLARE & DUNDEE WELCOME CENTERS - MDOT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
December 12, 2011	December 1, 2016	1 - 1 Year	December 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				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	12 months	☐		December 1, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$962,566.21	\$0.00	\$962,566.21		
DESCRIPTION				
Effective 11/28/2016, the State is exercising the first option year. The revised contract expiration date is 12/1/2017. 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 071B2200055

CONTRACTOR	ROAD RUNR MAINTENANCE, INC.
	747 Orchard Lake Road
	Pontiac, MI 48341
	Adrianna Seitz
	248-332-4242
	ad@roadrunr.com
	*****4426

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

CONTRACT SUMMARY				
DESCRIPTION: JANITORIAL & LAWN MAINTENANCE FOR THE CLARE & DUNDEE WELCOME CENTERS - MDOT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
December 12, 2011	December 1, 2016	1 - 1 Year	December 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				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$ 962,566.21		\$ 0	\$ 962,566.21	

DESCRIPTION: Effective May 24, 2016, retroactive to January 1, 2016 pricing on this contract hereby increased, please see Attachment A. All other terms, conditions, and specifications remain the same. Per DTMB request and agency agreement, and DTMB Procurement approval.

ATTACHMENT A

Road Runr

Contract No. 071B220055 - Expiration Date 05/01/2017

MDOT

Locations Billing by Cycle

	2014 PPO	2016 PPO	Difference	Weeks/ Cycles Remaining	Add to Contract	LSS TOTALS
Clare Welcome Center #634						
Janitorial	1465.13	1682.92	217.79	52	\$ 11,325.06	\$ 87,511.82
Lawn Maintenance	225.00	258.45	33.45	28	\$ 936.49	\$ 7,236.49
Spring/Fall Clean Up	300.00	344.59	44.59	2	\$ 89.19	\$ 689.19
Lawn Aeration	100.00	114.86	14.86	1	\$ 14.86	\$ 114.86
Snow Removal 2 - 6 inches	300.00	344.59	44.59	30	\$ 1,337.84	\$ 10,337.84
De-Icer Application	250.00	287.16	37.16	30	\$ 1,114.86	\$ 8,614.86
Snow Removal call backs / additional work / drifting / etc.	75.00	86.15	11.15	24	\$ 267.57	\$ 2,067.57
Dundee Welcome Center						
Janitorial	1294.79	1487.26	192.47	52	\$ 10,008.38	\$ 77,337.46
Lawn Maintenance	180.00	206.76	26.76	28	\$ 749.19	\$ 5,789.19
Spring/Fall Clean Up	300.00	344.59	44.59	2	\$ 89.19	\$ 689.19
Lawn Aeration	200.00	229.73	29.73	1	\$ 29.73	\$ 229.73
Snow Removal 2 - 6 inches	200.00	229.73	29.73	30	\$ 891.89	\$ 6,891.89
De-Icer Application	200.00	229.73	29.73	30	\$ 891.89	\$ 6,891.89
Snow Removal call backs / additional work / drifting / etc.	60.00	68.92	8.92	24	\$ 214.05	\$ 1,654.05
					\$ 27,960.19	

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. 3
 to
CONTRACT NO. 071B2200055
 between
THE STATE OF MICHIGAN
 And

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Road Runr Maintenance 747 Orchard Lake Road Pontiac, MI 48341	Adrianna Seitz	ad@roadrunr.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	248-332-4242	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT – Bay	Jay Zuchnik	989-775-6104	zuchnikj@michigan.gov
	MDOT – Univ.	Bob Batt	517-750-0410	battb@michigan.gov
	DEQ	Tina Ballard-Atkins	989-894-6205	ballardt@michigan.gov
BUYER	DTMB	Lisa Crozier-Green	517-284-7042	CrozierGreenL@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: MDOT – Bay and University Regions - Janitorial and Lawn Maintenance for the Clare and Dundee Welcome Centers; DEQ – Bay Region – Janitorial for Saginaw Bay Region DEQ Building.			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 11, 2011	December 1, 2016	One 1-Year Option	December 1, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	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	☐	☐		December 1, 2016
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$44,594.52		\$962,566.21		
Effective December 1 2014, the following amendment is hereby incorporated into the contract, and the contract is hereby increased, per revised Attachment A. All other terms, conditions, pricing, and specifications remain the same. Per agency request, vendor agreement and approval from DTMB-Procurement.				

**MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL SERVICES – Contract No. 071B2200055**

ATTACHMENT A

PART I: LOCATION SPECIFICATIONS

PART II: VENDOR'S JANITORIAL WORK PLAN

PART III: VENDOR'S LOCATION PRICE QUOTE

Consideration for award is based on Work Plan, Price Quotation in accordance with the specifications, terms and conditions as stated within this solicitation. Janitorial contract awards are subject to the Sheltered Workshop Sections of P.A. 431 of 1984 (MCL 18.1293 – 18.1297). In order to receive further award consideration, a bidder's work plan and location pricing **MUST** indicate that you make a profit. Bids submitted indicating a loss will be considered non-responsive.

I. LOCATION SPECIFICATIONS

A. CONTRACT AND CCI INFORMATION

ADD DEQ SAGINAW BAY DISTRICT OFFICE

CONTRACT INFORMATION			
NEW CONTRACT START DATE:	12/1/2014	CONTRACT END DATE:	12/1/2016
PREVIOUS CONTRACT #:	071B9200196		
NUMBER OF YEARS:			
CONTRACTING AGENCY NAME:	DEQ		
BUILDING NAME AND NUMBER:	SAGINAW BAY DISTRICT OFFICE		
BUILDING ADDRESS:	401 KETCHUM ST. SUITE B, BAY CITY, MI 48708		
IS THIS LOCATION CURRENTLY ON CRO "SET ASIDE" STATUS?	Yes ☐ No ☒		
REGION and COUNTY:	Region: BAY County: BAY		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:			
PROCUREMENT OFFICE CONTACT NAME:	CARLA WINTZ	CONTACT TELEPHONE #:	517-284-5005
PROCUREMENT OFFICE CONTACT E-MAIL:	WINTZC@MICHIGAN.GOV	CONTACT FACISIMILE #:	
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	TINA BALLARD-ATKINS	CONTACT TELEPHONE #:	989.280.2948
CCI / FM CONTACT E-MAIL:	ballardt@michigan.gov	CONTACT FACISIMILE #:	989.891.9237

B. BUILDING SPECIFICATION INFORMATION

BUILDING LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	M-F	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	8-5
NUMBER OF EMPLOYEES:	64	APPROXIMATE DAILY VISITORS:	1-10
IDENTIFY DAYS OF CLEANING SERVICE:	M-F	IDENTIFY HOURS OF CLEANING SERVICE:	AFTER 5 P.M.
TOTAL BUILDING SQ. FT. TO BE CLEANED:	19,594	NUMBER OF STORIES IN BUILDING:	1
TOTAL SQ. FT. OF CARPET TO BE CLEANED:	17152	AREA(S): OFFICE, CONFERENCE ROOMS, CORRIDORS	
TOTAL SQ. FT. OF "HIGH TRAFFIC" CARPET AREA(S) TO BE CLEANED:	4000	AREA(S): OFFICE, MAIN AISLES, HALLWAYS	
TOTAL SQ. FT. OF VINYL COMPOSITION TILE TO BE CLEANED:	792	AREA(S): LABORATORY, BREAK ROOM VESTIBULES	
TOTAL SQ. FT. OF CERAMIC TO BE CLEANED:	994	AREA(S): RESTROOMS AND SHOWERS	
TOTAL SQ. FT. OF CEMENT TO BE CLEANED:	500	AREA(S): GARAGE (DOES NOT INCLUDE CAGES) AND MECHANICAL (1X YEAR)	
TOTAL SQ. FT. OF QUARRY TILE TO BE CLEANED:	44	AREA(S): DEQ VESTIBULE	
TOTAL SQ. FT. OF CONCRETE AGGREGATE TO BE CLEANED:	90	AREA(S): VOICE/DATA ROOM (VACCUUM ONLY 1X YEAR)	
NUMBER OF RESTROOMS IN BUILDING:	26	NUMBER OF TOTAL UNITS FOR BUILDING RESTROOM(S): 10 SINKS 8 TOILETS 2 URINALS 2 SHOWERS 1 MOP SINK IN GARAGE 1 SINK IN LAB 2 DRINKING FOUNTAINS NOTE:	
Is window cleaning to be included on this contract? <i>Note: Specify if Interior and / or Exterior and Number of Floors – typically 1st Floor for Exterior.</i>	YES: INTERIOR AND EXTERIOR NO SKYLIGHT WORK		
Does location have child play area(s), gymnasium, locker room, etc? If so, please identify along with cleaning standard.	2 SHOWERS-SAME COMMERCIAL STANDARD FOR SHOWERS IN A HIGH SCHOOL GYM OR YMCA.		
What is the RECOMMENDED Level of Insurance Risk for this Contract? [EXAMPLE: LOW, MODERATE OR HIGH] NOTE: DMB-OAS & AGENCY to determine	MODERATE: TYPICAL OFFICE WITH COMPUTER AT EACH DESK		

ADDITIONAL INFORMATION: (Note additional building information, including, but not limited to, particular security requirements {keys, etc.} or known building environmental issues that Bidder should be aware of in performing janitorial services for this location):

Thumb print biometric locks
Entire office area is on raised floor
Open ceiling – no ceiling tiles in restrooms

Services requested by the Facility Manager and performed by the contractor which are beyond the scope of this service contract shall be billed separately at the hourly rate quoted by the contractor for additional/emergency services.

C. DESCRIPTION OF SERVICE NEEDS

TASK AND FREQUENCIES

SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; XX per year)	Weekly (Once per week; 52 times per year)	Monthly (Once per month; 12 times per year)	Quarterly (Once per Quarter; 4 times per year)	Semi (or) Bi- Annual (3 / 2 times per year)	Annual (Once Per Year)
BASIC SERVICES				N/A	N/A	N/A
1. Office Cleaning (Note: The days office cleaning is to occur will be determined by the Facility Manager.)						
a. Vacuum carpet, sweep & damp mop hard surface floor if applicable. Remove spots/stains from carpet.		2x wkly (104/yr)				
b. Empty waste receptacles	1x Daily (248/yr)					
2. Restrooms						
a. Close restroom	1x day (248 / yr)					
b. Empty waste receptacles	1x day (248 / yr)					
c. Fill dispensers	1x day (248 / yr)					
d. Dust	N/A					
e. Clean and disinfect waste receptacles	1x day (248 / yr)					
f. Dust mop	N/A					
g. Clean and disinfect sinks & soap dispensers	1x day (248 / yr)					
h. Clean glass and mirrors	1x day (248 / yr)					
i. Clean and disinfect toilets and urinals	1x day (248 / yr)					
ii. Empty and disinfect all sanitary napkins receptacles						
j. Clean and disinfect wall around toilets and urinals, stall and entry doors, and partitions between toilets, urinals and sinks. Also perform any obvious spot cleaning.		2x wkly (104/yr)				
k. Damp mop (Note: Damp	1x day (248 / yr)					

SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; XX per year)	Weekly (Once per week; 52 times per year)	Monthly (Once per month; 12 times per year)	Quarterly (Once per Quarter; 4 times per year)	Semi (or) Bi- Annual (3 / 2 times per year)	Annual (Once Per Year)
mops used in restrooms are not to be used for non- restroom areas.)						
l. Vacuum carpet if applicable	NA					
m. Maintain floor drain(s)/traps free of odors. Keep traps filled with water.)		2x wkly (104/yr)				
3. Drinking Fountains						
a. Clean, disinfect and wipe dry		2x wkly (104/yr)				
4. Lobbies and Corridors						
a. Empty trash/recyclable paper pick up		2x wkly (104/yr)				
b. Remove carpet runners, clean floor and replace runners		2x wkly (104/yr)				
c. Vacuum carpet and runners	1x day (248/yr)					
d. Dust mop		2x wkly (104/yr)				
e. Damp mop or machine scrub		2x wkly (104/yr)				
f. Maintain clean glass - includes entrance doors		2x wkly (104/yr)				
g. Completely dust all fixtures - includes ledges, edges, shelves, exposed pipe, furniture, partitions, door- frames, etc.		2x wkly (104/yr)				
h. Damp wipe all non- upholstered furniture, tables & counter areas		2x wkly (104/yr)				
5. Wall /Partition Cleaning / Washing						
a. Spot cleaning - including light switches			1x mo (12/yr)			

SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; XX per year)	Weekly (Once per week; 52 times per year)	Monthly (Once per month; 12 times per year)	Quarterly (Once per Quarter; 4 times per year)	Semi (or) Bi- Annual (3 / 2 times per year)	Annual (Once Per Year)
b. Thorough wall / partition vacuuming and washing			1x mo (12/yr)			
c. Clean partition / glass windows			N/A			
6. Stairway Cleaning, including those in parking ramps						
a. Vacuum/dust mop		N/A				
b. Vacuum/dust mop - Winter (November 1 - April 1) for designated areas		N/A				
c. Dust		N/A				
d. Clean w/ disinfectant & wipe dry handrails & doorknobs		N/A				
e. Damp mop		N/A				
f. Damp mop - Winter (November 1-April 1) for designated areas		N/A				
g. Spot clean walls and glass		N/A				
7. Elevator Cleaning						
a. Clean door guide tracks		N/A				
b. Dust, damp wipe and wipe dry handrails, cab walls, doors		N/A				
c. Vacuum carpet		N/A				
9. Thoroughly Clean Janitor/Mechanical Room			1x mo (12 / yr)			
10. High Use Areas Special attention must be given to the areas listed below. Both schedules & duties will be conducted as indicated. The Facility Manager reserves the right to schedule the activities listed in this section. Cleaning						

SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; XX per year)	Weekly (Once per week; 52 times per year)	Monthly (Once per month; 12 times per year)	Quarterly (Once per Quarter; 4 times per year)	Semi (or) Bi- Annual (3 / 2 times per year)	Annual (Once Per Year)
to include: vacuum carpet, sweep & damp mop hard surface floors, remove spots/stains from carpet and empty waste receptacles as applicable.						
a. Conference rooms		2x wkly (104 / yr)				
b. Clean drawing boards in conference rooms		2x wkly (104 / yr)				
c. Lunch/break rooms	1x day (248 / yr)					
d. Includes cleaning of tables, counter tops, refrigerator door handles and the inside of the microwaves.		2x wkly (104 / yr)				
11. Variable Procedures						
a. Wipe down exterior biometric units keeping glass clean and dust and dirt removed from the unit itself.			1X mo. (12/yr)			
b. Keep DEQ & rear employee entrances ONLY free of cobwebs and/or nesting materials.			1x mo. (12/yr)			
c. Leaf removal/sweeping fall season at the DEQ front door only.		1x wk [8/yr]				
d. Wash all waste receptacles (inside & out) which present a soiled or odorous condition & disinfect			1x mo, or as needed (12/yr)			
e. Replace waste receptacle liner when soiled or worn			2x mo, or as needed (24/yr)			

SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; XX per year)	Weekly (Once per week; 52 times per year)	Monthly (Once per month; 12 times per year)	Quarterly (Once per Quarter; 4 times per year)	Semi (or) Bi- Annual (3 / 2 times per year)	Annual (Once Per Year)
PERIODIC SERVICES	N/A	N/A	N/A			
1. General						
a. Clean air bars and vents					2x/year	
b. Dust/clean baseboards					2x/year	
c. Dust clean blinds, curtains, window treatments					2x/year	
d. Vacuum fabric upholstered furniture					2x/year	
e. Additional/Emergency services						As needed or as re-requested
2. Intensive Floor Care						
a. Emergency stain / gum removal from carpet						As needed or as re-requested
b. Shampoo or steam clean all carpeting and upholstered office and conference room chairs. (Date to be worked out w/Facility Mgr.)						1x/yr
c. Scrub restroom floors				4X/yr		
d. Clean carpet in high traffic areas including carpet runners or mats						1x/yr
e. Carpet cleaning—whole contract area						1x/yr
f. Scrub stairwell floors	N/A	N/A	N/A	N/A	N/A	N/A
g. Clean light fixture lenses						1x/yr
h. Strip & refinish all hard surface floors	N/A	N/A	N/A	N/A	N/A	N/A
3. Windows						
a. Clean Windows on Exterior of building (inside and outside)						1x/yr

SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; XX per year)	Weekly (Once per week; 52 times per year)	Monthly (Once per month; 12 times per year)	Quarterly (Once per Quarter; 4 times per year)	Semi (or) Bi- Annual (3 / 2 times per year)	Annual (Once Per Year)
PERIODIC SERVICES	N/A	N/A	N/A			
b. Clean Windows on Interior of building (inside and outside) [i.e., receptionist area and back entrance area, etc.]		1x/mo 52x/yr				

NOTE:

Services requested by the Facility Manager and performed by the contractor, which are beyond the scope of this service contract, shall be billed separately at the hourly rate quoted by the contractor for additional / emergency services.

SUPPLEMENTARY TASKS*

- To be determined by Contract Compliance Inspector.

NOTES AND ADDITIONAL INFORMATION

- All cleaning schedules are to be established with and approved by the Contract Compliance Inspector (CCI) at the beginning of the contract period. Service delivery begin date will be determined by CCI. Any deviation from the established schedule must be pre-approved by the CCI.
- All periodic services must be priced and invoiced separately from the basic services. Delivery and performance of all periodic services must be pre-approved by the CCI or their designee pursuant to the schedule as approved by the CCI.

****RESPONSIBILITY FOR REPLENISHABLE SUPPLIES****

Replenishable Item	Provided by
Paper towels	Vendor
Hand soap	Vendor
Feminine Sanitary Disposal bags	Vendor
Toilet tissue	Vendor
Paper Toilet Seat Covers	Vendor
Plastic Trash Can Liners	Vendor
Waterless Urinal Replacement Cartridges	Vendor

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

1. Building has waterless urinals and the cleaning of them must follow the manufacturer's instructions. Waterless urinal replacement cartridges to be provided and replaced by vendor. NO CHEMICALS.
2. Building is LEED (Leadership in Energy and Environmental Design) certified and green-certified products must be used.

PRICE QUOTATION

Location Saginaw Bay Office

CLEANABLE SQUARE FOOTAGE per hour per person used to determine Basic Janitorial Services (do not include periodic services): 4898.50

One year equals up to a maximum of 248 state working days (if scheduled daily, Monday - Friday). Refer to Location Specification Sheet for cleaning schedule.

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total
Cleaners		X		X	\$	X	248	=	\$
Specialty Cleaners		X		X	\$	X	248	=	\$
Supervisor Cleaning Time		X		X	\$	X	248	=	\$
Supervisor Non-Cleaning Time		X		X	\$	X	248	=	\$
					Insurance & Fringe Benefits (If not included in hourly rate)				\$
					Cost of Supplies & Rentals				\$
					Profit				\$
					Total Yearly Daytime Cleaning (A)				\$

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total
Cleaners	1	X	2	X	\$11.25	X	248	=	\$4,712.00
Specialty Cleaners		X		X		X	248	=	
Supervisor Cleaning Time	1	X	2	X	\$15.50	X	248	=	\$6,200.00
Supervisor Non-Cleaning Time	1	X	1	X	\$20.00	X	248	=	\$486.00
					Insurance & Fringe Benefits (If not included in hourly rate)				\$2,581.65
					Cost of Supplies & Rentals				\$4,553.78
					Profit				\$569.90
					Total Yearly Nighttime Cleaning (B)				\$19,103.33

4. **Other Services** - List the individual tasks for Other services as described on the Location Specification Sheet.

Type of Service (Per LSS)	Labor/ Year		Insurance & Fringe Benefits/Year		Supplies & Rentals/ Year		Profit/ Year		Total
	\$	+	\$	+	\$	+	\$	=	\$
	\$	+	\$	+	\$	+	\$	=	\$
	\$	+	\$	+	\$	+	\$	=	\$
	\$	+	\$	+	\$	+	\$	=	\$
	\$	+	\$	+	\$	+	\$	=	\$
Total Yearly Other Services (F)									\$

C. **FINAL QUOTE**

TOTAL YEARLY COSTS: (A+B+C+D+E+F)	\$22,297.26	(G)
FINAL QUOTE FOR FOUR (4) YEAR BID: (G x 4)	\$89,189.04	

D. **FINAL MONTHLY BID**

FINAL MONTHLY BID: (A+B)/12 *Does not include Periodical Services	\$1,591.94
--	------------

E. **ADDITIONAL SERVICES – FOR QUOTATION PURPOSES ONLY – Do not include in the total price of the bid**

Description	Quote Per Hour
Emergency Services: (Includes cleaning services for emergency situations such as restrooms overflow, etc.)	\$45.00
Infectious Disease Control: (Refer to LSS for a complete description)	\$45.00
Miscellaneous facility maintenance services: (Includes light maintenance such as hanging paper towel dispensers or hanging storage shelves)	\$45.00

Submission of this pricing proposal certifies that all services listed in the Location Specification Sheet will be provided at the pricing quoted above.

A. Seitz

10/21/14

(Signature)

(Date)

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. 071B2200055
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Road Runr Maintenance, Inc. 747 Orchard Lake Road Pontiac, MI 48431	Vince Hebel / Adrianna Seitz	ad@roadrunr.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 332-4242	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Jay Zuchnik Bob Batt	989-775-6104 517-750-0410	zuchnikj@michigan.gov battb@michigan.gov
BUYER	DTMB	Lisa Crozier-Green	517-284-7042	CrozierGreenL@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Janitorial & Lawn Maintenance – Clare and Dundee Welcome Centers - MDOT			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 12, 2011	December 1, 2016	One (1) Year Option	December 1, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	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	☐	☐		December 1, 2016
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$19,591.69		\$917,971.69		

Effective September 1, 2014 the basic janitorial cycle billing is changed and \$19,591.69 is added to this contract to accommodate PA 138 of 2014, Minimum Wage Increase Legislation through the contract end date of 12/1/2016. See individual Price Sheets (attached) for actual increases to basic janitorial billing. All other terms, conditions, pricing, and specifications remain the same.

Per agency request, vendor agreement and approval from DTMB-Procurement.

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

LOCATION SPECIFICATION SHEET (LSS)

LOCATION: 04

PART I – PLACE OF SERVICES REQUESTED

CONTRACTOR NAME:

LOCATION: CLARE WELCOME CENTER

CONTRACT INFORMATION

ESTIMATED CONTRACT START DATE:	12/12/2011	CONTRACT END DATE:	12/1/2016
<i>PREVIOUS BPO #:</i>	None		
<i>CONTRACT INFORMATION:</i>	5 Year Contract with One One-Year Option		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Clare Welcome Center #634		
BUILDING ADDRESS:	US-127 NB & SB, 3/4 mile North of Old US-27		
REGION / COUNTY:	Bay / Clare		

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:	Mike Metiva	CONTACT PHONE #:	989-754-0784
CCI / FM CONTACT E-MAIL:	metivam@michigan.gov	CONTACT FAX #:	989-755-2156

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

Contractor Name:

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☒	Clare Welcome Center Janitorial: Includes Rest Area and Welcome Center	Week	52 weeks	1465.13	76,186.76
☒	Clare WC Lawn Maintenance	Cycle	28 cycles	225.00	6,300.00
☒	Clare WC Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	300.00	600.00
☒	Clare WC Lawn Aeration	Each	Once	100.00	100.00
☒	Clare WC Snow Removal 2 inches to 6 inches	Each	30	300.00	9,000.00
☒	Clare WC De-Icer Application	Each	30	250.00	7,500.00
☒	Clare WC Snow Removal Call Backs, additional work, drifting, etc.	Hours	24	75.00	1,800.00
YEAR TOTAL:					101,486.76
FIVE YEAR TOTAL:					507,733.80

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

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

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

LOCATION SPECIFICATION SHEET (LSS)

Consideration for award will be based on Work Plan/Price Quotation in accordance with the specifications, terms and conditions as stated within this solicitation.

PART I – PLACE OF SERVICES REQUESTED

CONTRACTOR NAME:

LOCATION: DUNDEE WELCOME CENTER

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	12/12/2011	CONTRACT END DATE:	12/1/2016
PREVIOUS BPO #:	None		
CONTRACT INFORMATION:	5 Year Contract with One One-Year Option		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Dundee Welcome Center		
BUILDING ADDRESS:	8001 Covert Rd. Petersburg, MI 49270		
REGION / COUNTY:	University/Monroe		
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 #:	517-373-9466
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	Cathy O'Connor	CONTACT PHONE #:	734-242-1768
CCI / FM CONTACT E-MAIL:	oconnor@michigan.gov	CONTACT FAX #:	734-242-6181
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

Biller Name:

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASUR E	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☒	Dundee Welcome Center Janitorial: Includes Rest Area and Welcome Center	Week	52 weeks	1294.79	67,329.08
☒	Dundee WC Lawn Maintenance	Cycle	28 cycles	180.00	5,040.00
☒	Dundee WC Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	300.00	600.00
☒	Dundee WC Lawn Aeration	Each	Once	200.00	200.00
☒	Dundee WC Snow Removal 2 inches to 6 inches	Each	30	200.00	6,000.00
☒	Dundee WC De-Icer Application	Each	30	200.00	6,000.00
☒	Dundee WC Snow Removal Call Backs, additional work, drifting, etc.	Hours	24	60.00	1,440.00
YEAR TOTAL:					86,609.08
FIVE YEAR TOTAL:					433,045.40

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.
Lawn Aeration is optional and will be determined by Contract Compliance Inspector.

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT

January 10, 2012

P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933
CHANGE NOTICE NO.1
OF

CONTRACT NO. 071B2200055

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Road Runr Maintenance 747 Orchard Lake Road Pontiac, MI 48341 Email: customerservice@roadrunr.com	TELEPHONE Adrianna Copella (248) 332-4242
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7396 Kristen Robel
Contract Compliance Inspector: Michael Metiva (989) 754-0784 and Bob Batt (517) 750-0410 Janitorial and Lawn Maintenance for the Clare and Dundee Welcome Centers - MDOT	
CONTRACT PERIOD: 5 Years, 1 Option Year From: 12/12/2011 To: 12/1/2016	
TERMS Net 45 Days	SHIPMENT N/A
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:	

NATURE OF CHANGE(S):

Effective January 10, 2012, the Contract Compliance Inspector for the Dundee Welcome Center has been changed to:

Bob Batt
MDOT University Region
4701 West Michigan Avenue
Jackson, MI 49201
517-750-0410
battb@michigan.gov

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

AUTHORITY/REASON(S):

Per agency request (email from Terry Harris dated 1/4/2012) and the approval of DTMB Procurement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$898,380.00

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

CONTRACT NO. 071B2200055
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Road Runr Maintenance 747 Orchard Lake Road Pontiac, MI 48341 Email: customerservice@roadrunr.com		TELEPHONE Adrianna Copella (248) 332-4242
		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-7396 Kristen Robel
Contract Compliance Inspector: Michael Metiva (989) 754-0784 and Cathy O'Connor (734) 242-1768 Janitorial and Lawn Maintenance for the Clare and Dundee Welcome Centers - MDOT		
CONTRACT PERIOD: 5 Years, 1 Option Year From: 12/12/2011 To: 12/1/2016		
TERMS Net 45 Days	SHIPMENT N/A	
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 071I2200003, this Contract Agreement and the vendor's quote. 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: \$898,380.00		

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I2200003. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

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

FOR THE CONTRACTOR:	FOR THE STATE:
Road Runr Maintenance	Signature
Firm Name	Jeff Brownlee, Chief Procurement Officer
Authorized Agent Signature	Name/Title
Authorized Agent (Print or Type)	DTMB - Procurement
	Division
Date	Date



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Definitions

This section provides definitions for terms used throughout this document.

Business Day - whether capitalized or not, means any day other than a Saturday, Sunday, State employee temporary layoff day, or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am through 5:00pm Eastern Time unless otherwise stated.

Buyer – the DTMB-Procurement employee identified on the cover page of this Contract.

Chronic Failure - as defined in applicable Service Level Agreements.

Contract – based on the RFP, an agreement that has been approved and executed by the awarded Contractor, the DTMB-Procurement Director, and the State Administrative Board.

Contractor – the awarded Contractor after the Effective Date.

Days - Business Days unless otherwise specified.

Deleted, Not Applicable - the section is not applicable or included in this Contract. This is used as a placeholder to maintain consistent numbering.

Deliverable(s) - physical goods or commodities as required or identified in a Statement of Work.

Eastern Time – either Eastern Standard Time or Eastern Daylight Time, whichever is prevailing in Lansing, Michigan.

Effective Date - the date that a binding contract is executed by the final party.

Final Acceptance - has the meaning provided in Section 2.8.7, Final Acceptance, unless otherwise stated in Article 1.

Key Personnel - any personnel designated as Key Personnel in Sections 1.3.3, Staff, Duties, and Responsibilities, and 2.4.2, Contractor Key Personnel, subject to the restrictions of Section 2.4.2.

Post-Industrial Waste - 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.

Purchase Order - a written document issued by the State that requests full or partial performance of the Contract.

State - the State of Michigan.

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

Stop Work Order - a notice requiring the Contractor to fully or partially stop work in accordance with the terms of the notice.

Subcontractor - a company or person that the Contractor delegates performance of a portion of the Deliverable(s) to, but does not include independent contractors engaged by the Contractor solely in a staff augmentation role.



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



Article 1 – Statement of Work

1.1 Project Identification

This Contract is for Janitorial, Grounds Maintenance Services and Snow Removal at the Department of Transportation's (MDOT) Welcome Centers.

The locations are: **Bay Region:** Clare Welcome Center
University Region: Dundee Welcome Center

1.1.1 Project

This Contractor is for Janitorial, Grounds Maintenance Services and Snow Removal at the Clare and Dundee Welcome Centers.

1.1.2 Background – Deleted – Not Applicable

1.2 Scope of Work and Deliverable(s)

1.2.1 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 Sheets (LSS).

1.2.2 Deliverable(s)

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 the LSS.

Contractor Staff, Roles, and Responsibilities

A. PERSONNEL

1. The following positions have been identified by the Contractor:
 - Project Manager - Debra Hubbell
 - Site Supervisor – Robert Hebel (Clare Welcome Center) and Dennis Hicks (Dundee Welcome Center)
 - Project Work Manager – Lisa Seabrooks
 - Support and Maintenance Supervisor – Gerry Roby
 - Administrator – Adrianna Copella
 - Staff Support – Vincent Hebel
 - Subcontractors – Jenkins Lawn Care and Snow Plowing (Clare Welcome Center); DRM Maintenance & Management (Dundee Welcome Center)
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 2.4.3).
3. Contractor shall be responsible for repair, replacement or cleanup as necessary due to carelessness or negligence on the part of the Contractor, its personnel and subcontractors.

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.

1.2.3 Quantity – Deleted Not Applicable

1.2.4 Ordering

See the LSS sheet under the heading "Pre-Maintenance Meeting."

1.2.5 Alternate Bids – Deleted – Not Applicable

1.3 Management and Staffing

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

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 Procurement.
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 Procurement 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.

1.3.2 Reports

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

1.3.3 Staff, Duties, and Responsibilities – Deleted Not Applicable

1.3.4 Meetings

See the LSS under the heading "Pre-Maintenance Meeting."



1.3.5 Place of Performance

The Contractor must list the location of all facilities that will be involved in performing the Contract:

Full address of place of performance	Owner/operator of facility to be used	Percent (%) of Contract value to be performed at listed location
747 Orchard Lake Road Pontiac, MI 48341	Vincent A. Hebel, Owner – Road Runr Maintenance, Inc.	100% Janitorial Service, Snow Removal and Lawn Maintenance

1.3.6 Reserved

1.3.7 Binding Commitments

The following representatives have the authority to make binding commitments on the Contractor's behalf: Vincent A. Hebel, Debra Hubbell and Adrianna Copella.

1.3.8 Training

The Contractor offers training for all employees. Training includes new-employee training, on-site facility training (including equipment , job duties, safety, security, company systems and customer relations training) and on-going training.

1.3.9 Security

The Contractor conducts ICHAT background checks, requires two forms of identification, personal interviews with each applicant, checks at least three references for each employee, requires drug screening and Hepatitis shots at a licensed clinic for every employee. Each employee also attends a security training session facilitated by the Contractor.

The State may decide to perform an additional background check under Section 2.4.9, Background Checks. If so, the Contractor must provide a list of all personnel, including name and date of birth, that will be assigned to State work.

1.4 Delivery and Acceptance

1.4.1 Time Frames – Deleted Not Applicable

1.4.2 Minimum Order – Deleted Not Applicable

1.4.3 Packaging – Deleted Not Applicable

1.4.4 Palletizing – Deleted Not Applicable

1.4.5 Delivery Term – Deleted Not Applicable

1.4.6 Acceptance Process

The acceptance process is defined in Section 2.8.4, Acceptance of Deliverable(s), unless otherwise defined in this section.

1.4.7 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 this 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.

If the CCI determines that any task has not been performed adequately or satisfactorily, the 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 (Vendor 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.

1.5 Proposal Pricing

1.5.1 Pricing

For authorized Services and Price List, see the attached LSS.

1.5.2 Quick Payment Terms – Deleted – Not Applicable

1.5.3 Price Term

Prices quoted are the maximum for a period of 365 days from the date this 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. Procurement 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). Procurement 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.

1.5.4 Tax Excluded from Price

(a) Sales Tax: The State is exempt from sales tax for direct purchases. The Contractor's prices must not include sales tax. DTMB-Procurement will furnish exemption certificates for sales tax 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, the Contractor's prices must not include the Federal Excise Tax.

1.5.5 Invoices

The Contractor's invoice, at a minimum, should include:

- (a) Date
- (b) PO #



- (c) Quantity
- (d) Deliverable
- (e) Unit Price
- (f) Shipping Cost (if any)
- (g) Total Price

1.6 Commodity Requirements

1.6.1 Customer Service

The Contractor can be reached for customer service issues by email (customerservice@roadrunr.com), phone (248-332-4242) or fax (248-332-0006).

1.6.2 Research and Development – Deleted Not Applicable

1.6.3 Quality Assurance Program – Deleted Not Applicable

1.6.4 Warranty for Deliverable(s) – Deleted Not Applicable

1.6.5 Special Incentives– Deleted Not Applicable

1.6.6 Energy Efficiency– Deleted Not Applicable

1.6.7 Environmental Requirements

The State prefers to purchase products that impact the environment less than competing products. Environmental components that may be considered include: recycled content, recyclability, and the presence of undesirable materials in the products, especially persistent, bioaccumulative, and toxic chemicals.

1.6.8 Recycled Content and Recyclability

(a) **Deliverable(s).** Without compromising performance or quality, the State prefers Deliverable(s) containing higher percentages of recycled materials. The Contractor must indicate an estimate of the percentage of recycled materials, if any, contained in each Deliverable:

0% (total estimated percentage of recovered material)

0 % (estimated percentage of post-consumer material)

0 % (estimated percentage of post-industrial waste)

(b) **Packaging.** The State prefers packaging materials that:

- (i) are made from recycled content that meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard);
- (ii) minimize or eliminate the use of polystyrene and other difficult to recycle materials;
- (iii) minimize or eliminate the use of packaging and containers or, in the alternative, minimize or eliminate the use of non-recyclable packaging and containers;
- (iv) provide for a return program where packaging can be returned to a specific location for recycling; and
- (v) contain materials that are easily recyclable in Michigan.

Most of the Contractor's supplies are packaged and delivered in materials that are easily recyclable in Michigan, including paper/cardboard boxes and plastic containers.

1.6.9 Materials Identification and Tracking

(a) **Hazardous Chemical Identification.** Material Safety Data Sheets must be submitted in accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001 *et seq.*,



as amended.

(b) **Mercury Content.** Under MCL 18.1261d, the Contractor must offer mercury-free products whenever possible. The Contractor confirms that their products do not contain mercury.

(c) **Brominated Flame Retardants.** The Contractor confirms that their products do not contain Brominated Flame Retardants.

(d) **Environmental Permits and Requirements.** The Contractor must immediately notify DTMB-Procurement of the receipt of any EPA, State, or local agency communication indicating that any of the Contractor's facilities are in violation of applicable environmental laws.

1.7 Extended Purchasing

1.7.1 MiDEAL – Deleted – Not Applicable

1.7.2 State Employee Purchases – Deleted – Not Applicable



Article 2 – Terms and Conditions

2.1 Contract Term

2.1.1 Contract Term

This Contract term begins approximately December 12, 2011 and expires December 1, 2016. All outstanding Purchase Orders will expire upon the termination of this Contract for any of the reasons listed in Section 2.16, Termination by the State, unless otherwise agreed to in writing by DTMB-Procurement. Absent an early termination, Purchase Orders issued, but not expired, by the end of this Contract's term will remain in effect until the next September 30.

2.1.2 Options to Renew

This Contract may be renewed for up to one additional one-year period(s). Renewal must be by mutual written agreement of the parties, not less than 30 days before expiration of this Contract.

2.2 Payments and Taxes

2.2.1 Fixed Prices for Deliverable(s)

Prices are fixed for all Deliverable(s).

2.2.2 Payment Deadlines

Undisputed 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.

2.2.3 Invoicing and Payment – In General - Deleted - Not Applicable

2.2.4 Pro-ration - Deleted - Not Applicable

2.2.5 Final Payment and Waivers

The Contractor's acceptance of final payment by the State constitutes a waiver of all claims by the Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed. For other claims, final payment by the State will not constitute a waiver by either party of any rights as to the other party's continuing obligations, nor will it constitute a waiver of any claims under this Contract, including claims for Deliverable(s) not reasonably known to be defective or substandard.

2.2.6 Electronic Payment Requirement

As required by MCL 18.1283a, the Contractor must electronically register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer (EFT) payments.

2.2.7 Employment Taxes

The Contractor must collect and pay all applicable federal, state, and local employment taxes.

2.2.8 Sales and Use Taxes

The Contractor must register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. If the Contractor lacks sufficient presence in Michigan to be required to register and pay taxes, it must do so on a voluntary basis. The requirement to register and remit sales and use taxes extends to (a) all members of a "controlled group of corporations" as defined in § 1563(a) of the Internal Revenue Code, 26 USC 1563(a), and applicable regulations; and (b) all organizations under common control that make sales at retail for delivery into the State. Any United States Department of Treasury regulation that references "two or more trades or businesses under common control" includes organizations such as sole proprietorships, partnerships (as defined in § 7701(a)(2) of the Internal Revenue Code, 26 USC 7701(a)(2)), trusts, estates, corporations, or limited liability companies.



2.3 Contract Administration

2.3.1 Issuing Office

This Contract is issued by DTMB-Procurement on behalf of the Michigan Department of Transportation (State). **DTMB-Procurement is the only entity authorized to modify the terms and conditions of this Contract, including the prices and specifications.** The Contract Administrator within DTMB-Procurement for this Contract is:

Kristen Robel, Buyer
Procurement
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
E-Mail: RobelK@michigan.gov
Phone: (517) 373-7396

2.3.2 Contract Compliance Inspector

The Contract Compliance Inspector, named below, will monitor and coordinate Contract activities on a day-to-day basis. However, monitoring of this Contract implies **no authority to modify the terms and conditions of this Contract, including the prices and specifications.**

Michael Metiva
Department of Transportation
55 E. Morley Dr.
Saginaw, MI 48601
MetivaM@michigan.gov
Phone: (989) 754-0784
Fax: (989) 755-2156

Cathy O'Connor
Department of Transportation
Monroe Welcome Center 823
Mile #10, I-75 NB
Monroe, MI 48161
OConnor@michigan.gov
Phone: (734) 242-1768
Fax: (734) 242-6181

2.3.4 Contract Changes

(a) If the State requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under this Contract, the Contractor must notify the State before performing the requested activities. If the Contractor fails to notify the State, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of this 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 this Contract.

(b) The State or the Contractor may propose changes to this Contract. If the Contractor or the State requests a change to the Deliverable(s) or if the State requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, DTMB-Procurement will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of this Contract (Contract Change Notice).



(c) No proposed change may be performed until DTMB-Procurement issues a duly executed Contract Change Notice for the proposed change.

2.3.5 Price Changes

If allowed by Section 1.5.3, Price Term, the State and the Contractor will complete a pricing review (Review) every 365 days following the Effective Date, to allow for changes based on actual costs incurred. Requested changes may include increases or decreases in price and must be accompanied by supporting information indicating market support of proposed modifications (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).

(a) The State may request a Review upon 30 days written notice that specifies what Deliverable is being reviewed. At the Review, each party may present supporting information including information created by, presented, or received from third parties.

(b) Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.

(c) In the event the Review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the Review reveals that changes may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties.

(d) If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then the State may elect to exercise the next one year option, if available.

(e) If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then the State may eliminate all remaining Contract renewal options.

(f) Any changes based on the Review must be implemented through the issuance of a Contract Change Notice.

2.3.6 Notices

All notices and other communications required or permitted under this Contract must be in writing and will be considered given when delivered personally, by fax (if provided) or by e-mail (if provided), or by registered mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to State:

State of Michigan
DTMB-Procurement
Attention: Kristen Robel
PO Box 30026
530 West Allegan
Lansing, MI 48909
E-Mail: RobelK@michigan.gov
Fax: (517) 335-0046

If to Contractor:

Road Runr Maintenance
747 Orchard Lake Road
Pontiac, Michigan 48341
customerservice@roadrunr.com
Fax: (248) 332-0006

Delivery by a nationally recognized overnight express courier will be treated as personal delivery.



2.3.7 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless otherwise provided in this Contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under this Contract.

2.3.8 Assignments

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under this Contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. The State may, however, assign this Contract to any other State agency, department, or division without the prior approval of the Contractor.

(b) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under this Contract, the Contractor must notify the State and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. The State may withhold approval from proposed assignments, subcontracts, or novations if the State determines, in its sole discretion, that the transfer of responsibility would decrease the State's likelihood of receiving performance on this Contract or the State's ability to recover damages.

(c) If the State permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

2.3.9 Equipment

The State will not provide equipment and resources unless specifically identified in the Statement(s) of Work or other Contract exhibits.

2.3.10 Facilities - Deleted - Not Applicable

2.4 Contract Management

2.4.1 Contractor Personnel Qualifications

All persons assigned by the Contractor to perform work must be employees of the Contractor or its majority-owned subsidiaries, or a State-approved Subcontractor, and must be fully qualified to perform the work assigned to them. The Contractor must include this requirement in any subcontract.

2.4.2 Contractor Key Personnel

The Contractor must provide the Contract Compliance Inspector with the names of Key Personnel assigned to this Contract. Examples of Key Personnel are: Customer Service, Accounts Receivable, Supervisor, Health and Safety Coordinator, etc.

2.4.3 Removal or Reassignment of Personnel at the State's Request

The State may require the Contractor to remove or reassign personnel if the State has legitimate, good-faith reasons articulated in a notice to the Contractor. Replacement personnel 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.

2.4.4 Contractor Personnel Location

Subject to availability, the State may allow selected Contractor personnel to use State office space.

2.4.5 Contractor Identification

The Contractor's employees must be clearly identifiable while on State property and must clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.



2.4.6 Cooperation with Third Parties

The Contractor and its Subcontractors must cooperate with the State and its agents and other contractors, including the State's quality assurance personnel. The Contractor must provide reasonable access to its personnel, systems, and facilities related to this Contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

2.4.7 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of the State. 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.

2.4.8 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 this Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.4.9 Background Checks

The State may investigate the Contractor's personnel before granting 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 eligibility for working within State facilities and systems. The investigations will include a Michigan State Police background check (ICHAT) and may include a Criminal Justice Information Services (CJIS) fingerprint check. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the CJIS fingerprint check.

2.4.10 Compliance With State Policies

All Contractor personnel must comply with the State's security and acceptable use policies for State IT equipment and resources, available at <http://www.michigan.gov/pcpolicy>. Contractor personnel must agree to the State's security and acceptable use policies before the State grants access to its IT equipment and resources. The Contractor must provide these policies to prospective personnel before requesting access from the State. Contractor personnel must comply with all physical security procedures in State facilities.

2.5 Subcontracting by Contractor

2.5.1 Contractor Responsible

The Contractor is responsible for the completion of all Deliverable(s). The State will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any charges for Deliverable(s). The Contractor must make all payments to its Subcontractors or suppliers. Except as otherwise agreed in writing, the State is not obligated to make payments for the Deliverable(s) to any party other than the Contractor.

2.5.2 State Approval of Subcontractor

(a) The Contractor may not delegate any duties under this Contract to a Subcontractor unless DTMB-Procurement gives prior approval to the delegation. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the Effective Date. The State is entitled to receive copies of and review all subcontracts. The Contractor may delete or redact any proprietary information before providing it to the State.

(b) The State may require the Contractor to terminate and replace any Subcontractor the State reasonably finds unacceptable. The required replacement of a Subcontractor must be written and contain reasonable detail outlining the State's reasons. If the State exercises this right, and the Contractor cannot immediately replace the Subcontractor, the State will agree to an equitable adjustment in the schedule or other terms that may be affected by the State's required replacement. If this requirement results in a delay, the delay will not be counted against any applicable Service Level Agreement (SLA).



2.5.3 Subcontract Requirements

Except where specifically approved by the State, Contractor must include the obligations in Sections 2.24.2, Media Releases, 2.4, Contract Management, 2.11, Confidentiality, 2.12, Records and Inspections, 2.13, Warranties, 2.14, Insurance, and 2.23, Laws, in all of its agreements with Subcontractors.

2.5.4 Competitive Selection

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

2.6 Reserved

2.7 Performance

2.7.1 Time of Performance

(a) The Contractor must immediately notify the State upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(b) 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 immediately notify the State and, to the extent practicable, continue to perform its obligations according to the time periods of this Contract. The Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.7.2 Service Level Agreements - Deleted - Not Applicable

2.7.3 Liquidated Damages – Deleted – Not Applicable

2.7.4 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, 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 any 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, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the Deliverable(s) for more than 10 Days, and the State reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to the State, the State may: (a) procure the affected Deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of this Contract so affected and equitably adjust charges payable to the Contractor to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure or to payments for Deliverable(s) not provided as a result of the Excusable Failure. The Contractor will



not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure and the 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, including disaster recovery plans.

2.8 Acceptance of Deliverable(s)

2.8.1 Quality Assurance

By tendering any Deliverable to the State, the Contractor certifies to the State that (a) it has performed reasonable quality assurance activities; (b) it has performed any reasonable testing; and (c) it has corrected all material deficiencies discovered during the quality assurance activities and testing. To the extent that testing occurs at State Locations, the State is entitled to observe and otherwise participate in the testing.

2.8.2 Delivery Responsibilities

Unless otherwise specified by the State in Section 1.4.5, Delivery Term, the following are applicable to all deliveries:

- (a) The Contractor is responsible for delivering the Deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Purchase Order.
- (b) The Contractor must ship the Deliverable(s) "F.O.B. Destination, within Government Premises."
- (c) The State will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

2.8.3 Process for Acceptance of Deliverable(s)

The State's review period for acceptance of the Deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify the State's review period, it is by default 30 Days for a Deliverable (State Review Period). The State will notify the Contractor by the end of the State Review Period that either:

- (a) the Deliverable is accepted in the form delivered by the Contractor;
- (b) the Deliverable is accepted, but noted deficiencies must be corrected; or
- (c) the Deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the Deliverable.

If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Days resubmit the Deliverable(s) with an explanation that demonstrates all corrections have been made to the original Deliverable(s). The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed 30 Days, to accept the corrected Deliverable.

2.8.4 Acceptance of Deliverable(s)

(a) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of the Deliverable(s). The State Review Period will begin on the first Business Day following the State's receipt of the Deliverable(s).

(b) The State may inspect the Deliverable to confirm that all components have been delivered without material deficiencies. If the State determines that the Deliverable or one of its components has material deficiencies, the State may reject the Deliverable without performing any further inspection or testing.

(c) The State will only approve a Deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, in its discretion, conditionally approve a Deliverable that contains material deficiencies if the State elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct, within a reasonable time at the Contractor's expense, all deficiencies in the Deliverable that remain outstanding at the time of State approval.

(d) If, after three opportunities the Contractor is unable to correct all deficiencies, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole



expense of the Contractor; (ii) keep this Contract in force and perform, 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 this Contract price plus an additional amount equal to 10% of the State's cost to cure the deficiency; or (iii) fully or partially terminate this Contract for default by giving notice to the Contractor. 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.

(e) The State, at any time and in its reasonable discretion, may reject the Deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

2.8.5 Process for Approval of Written Deliverable(s) - Deleted - Not Applicable

2.8.6 Process for Approval of Services - Deleted - Not Applicable

2.8.7 Final Acceptance

Unless otherwise stated in the Statement of Work, "Final Acceptance" of a Deliverable occurs when that Deliverable has been accepted by the State following the applicable State Review Period.

2.9 Ownership - Deleted - Not Applicable

2.10 State Standards - Deleted - Not Applicable

2.11 Confidentiality

2.11.1 Confidential Information

As used in this Section, "Confidential Information" means all information of the parties, except information that is:

- (a) disclosable under the Michigan Freedom Of Information Act (FOIA);
- (b) now available or becomes available to the public without breach of this Contract;
- (c) released in writing by the disclosing party;
- (d) obtained from a third party or parties having no obligation of confidentiality with respect to such information;
- (e) publicly disclosed pursuant to federal or state law; or
- (f) independently developed by the receiving party without reference to Confidential Information of the furnishing party.

2.11.2 Protection and Destruction of Confidential Information

(a) Each party must use the same care to prevent unauthorized disclosure of Confidential Information as it uses to prevent disclosure of its own information of a similar nature, but in no event less than a reasonable degree of care. Neither the Contractor nor the State will: (i) make any use of the Confidential Information of the other except as contemplated by this Contract; (ii) acquire any interest or license 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.

(b) Each party will limit disclosure of the other party's Confidential Information to employees, agents, and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where: (i) use of a Subcontractor is authorized under this Contract; (ii) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility; and (iii) 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 to the State's Confidential Information may be required to execute a separate agreement to be bound by the confidentiality requirements of this Section.

(c) Upon termination of this Contract, Contractor must promptly return the State's Confidential Information or certify to the State that Contractor has destroyed all of the State's Confidential Information.



2.11.3 Exclusions

The provisions of Section 2.11, Confidentiality, will not apply where the receiving party is required by law to disclose the other party's 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.

2.11.4 No Obligation to Disclose

Nothing contained in Section 2.11, Confidentiality, will be construed as obligating a party to disclose any particular Confidential Information to the other party.

2.11.5 Security Breach Notification

If Contractor breaches this Section, it must (i) promptly cure any deficiencies in Contractor's internal security controls; 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 access, use, or disclosure. Contractor must notify the State of any unauthorized use or disclosure of Confidential Information, whether suspected or actual, within 10 days of becoming aware of the use or disclosure or a shorter time period as is reasonable under the circumstances. The State may require Contractor to purchase credit monitoring services for any individuals affected by the breach.

2.12 Records and Inspections

2.12.1 Inspection of Work Performed

The State's authorized representatives, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

2.12.2 Retention of Records

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records 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.

2.12.3 Examination of Records

The State, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract.

2.12.4 Audit Resolution

If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

2.12.5 Errors

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond



the termination of this Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of this Contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

2.13 Warranties

2.13.1 Warranties and Representations

The Contractor represents and warrants:

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

(b) The Contract signatory has the authority to enter into this Contract on behalf of the Contractor.

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

(d) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to the State or otherwise create an appearance of impropriety with respect to the award or performance of this Contract. The Contractor must notify the State about the nature of any conflict or appearance of impropriety within two days of learning about it.

(e) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of the State would be influenced. The Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(f) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) The Contractor arrived at its proposed prices independently, without communication or agreement with any other Contractor for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this Contract to any other Contractor before the award of this Contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.

(h) All financial statements, reports, and other information furnished by the Contractor to the State in connection with the award of this Contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.

(i) All written information furnished to the State by or for the Contractor in connection with the award of this Contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.

(j) It will immediately notify DTMB-Procurement if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after this Contract is awarded.

(k) The State reserves the right to modify this Contract Term stated in Section 1.1, Section 2.1.1 and Section 2.1.2 of the RFP Document.

2.13.2 Warranty of Merchantability – Deleted – Not Applicable

2.13.3 Warranty of Fitness for a Particular Purpose – Deleted – Not Applicable

2.13.4 Warranty of Title – Deleted – Not Applicable



2.13.5 Equipment Warranty – Deleted – Not Applicable

2.13.6 New Deliverable(s)- Deleted – Not Applicable

2.13.7 Prohibited Products- Deleted – Not Applicable

2.13.8 Consequences For Breach – Deleted – Not Applicable

2.14 Insurance

2.14.1 Liability Insurance

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The following apply to all insurance requirements:

(i) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days 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 require the Contractor to pay that cost upon demand.

(iv) 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 Michigan Attorney General.

(b) The Contractor must:

(i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(ii) waive all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.

(iv) obtain insurance, unless the State approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.

(v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.

(vi) pay all deductibles.

(vii) pay for and provide the type and amount of insurance checked ☒ below:

☒ **(A) Commercial General Liability Insurance**

Minimal Limits:

\$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; and
\$1,000,000 Each Occurrence Limit.

Deductable maximum:

\$50,000 Each Occurrence

Additional Requirements:

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.

☐ **(B) Umbrella or Excess Liability Insurance**

Minimal Limits:

\$10,000,000 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (A), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☒ **(C) Motor Vehicle Insurance**

Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

☐ **(D) Hired and Non-Owned Motor Vehicle Coverage**

Minimal Limits:

\$1,000,000 Per Accident

Additional Requirements:

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 must also provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☒ **(E) Workers' Compensation Insurance**

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.



☒ (F) Employers Liability Insurance

Minimal Limits:

\$100,000 Each Accident;
\$100,000 Each Employee by Disease
\$500,000 Aggregate Disease

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

2.14.2 Subcontractor Insurance Coverage

Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.14.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

2.14.3 Certificates of Insurance and Other Requirements

Before this 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. The Contractor must provide DTMB-Procurement with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 2.14.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without 30 days prior notice, except for 10 days for nonpayment of premium, to the Director of DTMB-Procurement. The notice to the Director of DTMB-Procurement must include the applicable Contract or Purchase Order number.

2.15 Indemnification

2.15.1 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend, and hold the State harmless 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 this Contract and that are attributable to the negligence or tortious acts of the Contractor, any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.15.2 Code Indemnification - Deleted - Not Applicable

2.15.3 Employee Indemnification

In any claims against the State, its departments, agencies, commissions, officers, employees, and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation will 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.

2.15.4 Patent/Copyright Infringement Indemnification - Deleted - Not Applicable



2.15.5 Continuing Obligation

The Contractor's duty to indemnify under Section 2.15, Indemnification, continues in full force and effect, notwithstanding the expiration or early cancellation of this Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.15.6 Indemnification Procedures

These procedures apply to all indemnity obligations:

(a) After the State receives notice of an action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify the Contractor of the claim and take, or assist the Contractor in taking, any reasonable action to avoid a default judgment against the Contractor. Failure to notify the Contractor does not relieve the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the notification failure. Within 10 days following receipt of notice from the State relating to any claim, the Contractor must notify the State whether the Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying the Contractor of a claim and before the State receives the 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, including attorney fees, incurred by the State in defending against the claim during that period.

(b) If the 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 handling 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 the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain prior 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. The State may retain control of the defense and settlement of a claim by notifying the Contractor within 10 days after the State's receipt of the 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 the Contractor does not deliver a Notice of Election relating to any claim of which it is notified, the State may defend the claim in a manner it deems appropriate, at the cost and expense of the Contractor. If it is determined that the claim was one against which the Contractor was required to indemnify the State, upon request of the State, the Contractor must promptly reimburse the State for all reasonable costs and expenses.

2.15.7 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 this Contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this Contract.

2.16 Termination by the State

2.16.1 Notice and Right to Cure

If the Contractor breaches this Contract, and the State, in its sole discretion, determines that the breach is curable, the State will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. The State does not need to provide notice or an opportunity to cure for successive or repeated breaches or if the State determines, in its sole discretion, that a 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.

2.16.2 Termination for Cause

(a) The State may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by the State.

(b) The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs the State incurs to procure the Deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Deliverable(s).

(c) If the State partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of this Contract, the termination will be deemed to have been a termination under Section 2.16.3, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

2.16.3 Termination for Convenience

The State may fully or partially terminate this Contract for its convenience if the State determines that a termination is in the State's best interest. Reasons for the termination are within the sole discretion of the State and may include: (a) the State no longer needs the Deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for the State; (c) unacceptable prices for Contract changes; 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 this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those Deliverable(s) that are terminated.

2.16.4 Termination for Non-Appropriation

(a) If this Contract extends for more than one fiscal year, continuation of this Contract is subject to the appropriation or availability of funds. If sufficient funds to enable the State to continue payment are not appropriated or otherwise made available, the State must fully or partially terminate this Contract at the end of the last period for which funds have been appropriated or otherwise made available. The State must give the Contractor notice at least 30 days before the date of termination, unless the State receives notice of the non-appropriation or unavailability less than 30 days before the end of the last period for which funds have been appropriated or otherwise made available.

(b) If funding for this Contract is reduced by law, or funds to pay the Contractor for the Deliverable(s) are not appropriated or are otherwise unavailable, the State may, upon 30 days notice to the Contractor, change the Deliverable(s) in the manner and for the periods of time the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any Deliverable(s) not provided because of the reduction.

(c) If the State fully or partially terminates this Contract for non-appropriation, the State must pay the Contractor for all work-in-progress performed through the effective date of the termination to the extent funds are available.

2.16.5 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty if 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 related to a State, public, or private Contract or subcontract.



2.16.6 Termination for Approvals Rescinded

The State may terminate this 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 will pay the Contractor for all work-in-progress performed through the effective date of the termination. This Contract may be fully or partially terminated and will be effective as of the date stated in the notice.

2.16.7 Rights and Obligations upon Termination

- (a) If the State terminates this Contract for any reason, the Contractor must:
 - (i) stop all work as specified in the notice of termination;
 - (ii) take any action that may be necessary, or that the State may direct, to preserve and protect Deliverable(s) or other State property in the Contractor's possession;
 - (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of the State;
 - (iv) transfer title in and deliver to the State, unless otherwise directed, all Deliverable(s) intended to be transferred to the State at the termination of this Contract (which will be provided to the State on an "As-Is" basis except to the extent the State compensated the Contractor for warranty services related to the materials);
 - (v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and
 - (vi) take all appropriate action to secure and maintain State information confidentially in accordance with Section 2.11, Confidentiality.

(b) If the State terminates this Contract under Section 2.16.3, Termination for Convenience, the State must pay the Contractor all charges due for Deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by the State. All completed or partially completed Deliverable(s) prepared by the Contractor, at the option of the State, become the State's property, and the Contractor is entitled to receive equitable compensation for those Deliverable(s). Regardless of the basis for the termination, the State is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to Deliverable(s) not actually completed.

(c) If the State terminates this Contract for any reason, the State may assume, at its option, any subcontracts and agreements for Deliverable(s), and may pursue completion of the Deliverable(s) by replacement contract or as the State deems expedient.

2.16.8 Reservation of Rights

In the event of any full or partial termination of this Contract, each party reserves all rights or remedies otherwise available to the party.

2.16.9 Contractor Transition Responsibilities

If this Contract terminates under Section 2.16, Termination by the State, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to the State or a third party designated by the State within a reasonable period of time that does not exceed 90 days from the date of termination. The Contractor must provide any required reports and documentation.

2.16.10 Transition Payments

If the transition responsibilities outlined in Section 2.16.9, Contractor Transition Responsibilities, arise based on a termination of this Contract, reimbursement will be governed by the provisions of Section 2.16, Termination by the State. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e., costs incurred after the expiration within the time period in Section 2.16.9 that result from transition operations) at this Contract rates. The Contractor must prepare an accurate accounting from which the State and the Contractor may reconcile all outstanding accounts.



2.17 Termination by the Contractor

2.17.1 Termination

If the State breaches this Contract and the Contractor, in its sole discretion, determines that the breach is curable, then the Contractor will provide the State with notice of the breach and a time period (not less than 30 days) to cure the breach.

The Contractor may terminate this Contract if the State: (a) materially breaches its obligation to pay the Contractor undisputed amounts due; (b) breaches its other obligations to an extent that makes it impossible or commercially impractical for the Contractor to complete the Deliverable(s); or (c) does not cure the breach within the time period specified in a notice of breach. The Contractor must discharge its obligations under Section 2.20, Dispute Resolution, before it terminates this Contract.

2.18 Stop Work

2.18.1 Stop Work Order

The State may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to 90 calendar days, and for any further period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, the State must either: (a) terminate the Stop Work Order; or (b) terminate the work covered by the Stop Work Order as provided in Section 2.16, Termination by the State.

2.18.2 Termination of Stop Work Order

The Contractor must resume work if the State terminates a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, this Contract price, or both, and this Contract must be modified, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of this Contract; and (b) the Contractor asserts its right to an equitable adjustment within 20 days after the end of the Stop Work Order by submission of a request for adjustment to the State; provided that, the State may receive and act upon the Contractor's request submitted at any time before final payment. Any adjustment will conform to the requirements of Section 2.3.4, Contract Changes.

2.18.3 Allowance of the Contractor's Costs

If the State fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience under Section 2.16, Termination by the State, and the State will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. The State is not liable to the Contractor for lost profits because of a Stop Work Order issued under Section 2.18, Stop Work.

2.19 Reserved

2.20 Dispute Resolution

2.20.1 General

(a) The Contractor must submit any claim related to this Contract to the State under Section 2.3.6, Notices, together with all supporting documentation for the claim.

(b) The representatives of the Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information related to the claim.

(c) During the course of negotiations, each party will honor all reasonable requests made by the other for non-privileged information reasonably related to the claim.



2.20.2 Informal Dispute Resolution

(a) If, after a reasonable time following submission of a claim under Section 2.20.1, General, the parties are unable to resolve the claim, the parties must meet with the Director of DTMB-Procurement, or his or her designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings.

(b) Within 60 calendar days of the meeting with the Director of DTMB-Procurement, or such other time as agreed to by the parties, the Director of DTMB-Procurement will issue a written recommendation regarding settlement of the claim. The Contractor must notify DTMB-Procurement within 21 days after the recommendation is issued whether the Contractor accepts or rejects the recommendation. Acceptance by the Contractor constitutes the final resolution of the claim addressed in the recommendation, and the Contractor may not assert that claim in any future litigation or other proceeding between the parties.

(c) The recommendation of the Director of DTMB-Procurement is not admissible in any future litigation or other proceeding between the parties. The conduct and statements made during the course of negotiations or dispute resolution under Section 2.20, Dispute Resolution, are subject to Michigan Rule of Evidence 408 and are not admissible in any future litigation or other proceeding between the parties.

(d) This section will not be construed to prohibit either party from instituting formal proceedings to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.20.3, Injunctive Relief.

(e) DTMB-Procurement will not mediate disputes between the Contractor and any other entity, except State agencies, concerning responsibility for performance of work.

2.20.3 Injunctive Relief

A claim between the State and the Contractor is not subject to the provisions of Section 2.20.2, Informal Dispute Resolution, where a party makes a good faith determination that a breach of this Contract by the other party will result in damages so immediate, so large or severe, and so incapable of adequate redress that a temporary restraining order or other injunctive relief is the only adequate remedy.

2.20.4 Continued Performance

Each party will continue performing its obligations under this Contract while a claim is being resolved, except to the extent the claim precludes performance and without limiting either party's right to terminate this Contract as provided in Section 2.16, Termination by the State or Section 2.17, Termination by the Contractor. A claim involving payment does not preclude performance.

2.21 Disclosure Responsibilities

2.21.1 Disclosure of Litigation

(a) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

- (i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;
- (ii) A parole or probation Proceeding;
- (iii) A Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
- (iv) A civil Proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.

(b) Information provided to the State from the Contractor's publicly filed documents will satisfy the requirements of this Section.

(c) If any Proceeding that is disclosed to the State or of which the State otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about: (i) the ability of the



Contractor (or a Subcontractor) to continue to perform this Contract; or (ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this Contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide the State all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this Contract.

2.21.2 Other Disclosures

The Contractor must notify DTMB-Procurement within 30 days of:

- (a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or
- (b) any changes to company affiliations.

2.21.3 Call Center Disclosure- Deleted – Not Applicable

2.22 Extended Purchasing

2.22.1 MiDEAL Requirements- Deleted – Not Applicable

2.22.2 State Administrative Fee – Deleted – Not Applicable

2.22.3 State Employee Purchase Requirements – Deleted – Not Applicable

2.23 Laws

2.23.1 Governing Law

This Contract is 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 another jurisdiction to the extent not inconsistent with or preempted by federal law.

2.23.2 Compliance with Laws

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the Deliverable(s).

2.23.3 Jurisdiction

Any dispute arising from this Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or *forum non conveniens*. The Contractor must appoint agents in the State of Michigan to receive service of process.

2.23.4 Nondiscrimination

In the performance of this Contract, the 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. The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-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 this Contract.

2.23.5 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 MCL 423.322. This information is compiled by the United States National Labor Relations Board. A



Contractor of the State, in relation to this Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any Contract if, after award of this 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.

2.23.6 Environmental Provision

For the purposes of this section, "Hazardous Materials" include 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:

(a) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. The State must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous Material that may present a substantial danger, the Contractor must: (i) immediately stop all affected work; (ii) notify the State in accordance with Section 2.3.6, Notices; (iii) notify any entities required by law; and (iv) take appropriate health and safety precautions.

(b) The State may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result 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 may remove the Hazardous Material, render it harmless, or terminate the affected work for the State's convenience.

(c) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results 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.

2.23.7 Freedom of Information

This Contract and all information submitted to the State by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, *et seq.*

2.23.8 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor shall 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 shall 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>

2.23.9 Prevailing Wage - Deleted - Not Applicable

2.23.10 Abusive Labor Practices

The Contractor may not furnish any Deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

"Forced or indentured child labor" means all work or service (1) 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 (2) performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

2.24 General Provisions



2.24.1 Bankruptcy and Insolvency

The State may, without prejudice to any other right or remedy, fully or partially terminate this Contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method the State deems appropriate if:

- (a) the Contractor files for bankruptcy protection;
- (b) an involuntary petition is filed against the Contractor and not dismissed within 30 days;
- (c) the Contractor becomes insolvent or 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 provide the Deliverable(s) under this Contract.

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

2.24.2 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and this Contract or the project to which it relates will not be made without prior approval by the State, and only in accordance with the instructions from the State.

2.24.3 Contract Distribution

DTMB-Procurement retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Procurement.

2.24.4 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses, and approvals for the delivery, installation, and performance of this Contract.

2.24.5 Website Incorporation

The State is not bound by any content on the Contractor's website unless incorporated directly into this Contract.

2.24.6 Future Bidding Preclusion

Contractor acknowledges that, to the extent this 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 Contractor if the State determines that the Contractor 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

2.24.7 Antitrust Assignment

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

2.24.8 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as mandated by federal disaster response requirements, Contractor personnel dedicated to providing Deliverable(s) under this Contract will provide the State with priority.

2.24.9 Legal Effect

The State is not liable for costs incurred by the Contractor or for payment(s) under this Contract until the Contractor is authorized to perform under Section 1.2.4, Ordering.



2.24.10 Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All attachments referenced in this Contract are incorporated in their entirety and form part of this Contract.

2.24.11 Order of Precedence

Any inconsistency in the terms associated with this Contract will be resolved by giving precedence to the terms in the following descending order:

- (a) Mandatory sections (2.1.1, Contract Term, 2.24.9, Legal Effect, 2.2.2, Payment Deadlines, 2.14, Insurance, 2.15, Indemnification, 2.16, Termination, 2.23, Governing Law, 2.15.7, Limitation of Liability);
- (b) The most recent Statement of Work related to this Contract;
- (c) All sections from Article 2 - Terms and Conditions, not listed in subsection (a);
- (d) Any attachment or exhibit to this Contract documents;
- (e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under this Contract; and
- (f) Contractor Responses contained in any of the RFP documents.

2.24.12 Headings

The captions and section headings used in this Contract are for convenience only and may not be used to interpret the scope and intent of this Contract.

2.24.13 Form, Function and Utility – Deleted – Not Applicable

2.24.14 Reformation and Severability

Each provision of this Contract is severable from all other provisions of this Contract. If any provision of this Contract is held unenforceable, then this Contract will be modified to reflect the parties' original intent. All remaining provisions of this Contract remain in full force and effect.

2.24.15 Approval

Unless otherwise provided in this Contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

2.24.16 No Waiver of Default

Failure by a party to insist upon strict adherence to any term of the Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.24.17 Survival

The provisions of this Contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this Contract.



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

LOCATION SPECIFICATION SHEET (LSS)

LOCATION: 04

PART I – PLACE OF SERVICES REQUESTED

CONTRACTOR NAME:

LOCATION: CLARE WELCOME CENTER

CONTRACT INFORMATION

ESTIMATED CONTRACT START DATE:	12/12/2011	CONTRACT END DATE:	12/1/2016
<i>PREVIOUS BPO #:</i>	None		
<i>CONTRACT INFORMATION:</i>	5 Year Contract with One One-Year Option		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Clare Welcome Center #634		
BUILDING ADDRESS:	US-127 NB & SB, 3/4 mile North of Old US-27		
REGION / COUNTY:	Bay / Clare		

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:	Mike Metiva	CONTACT PHONE #:	989-754-0784
CCI / FM CONTACT E-MAIL:	metivam@michigan.gov	CONTACT FAX #:	989-755-2156

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

Contractor Name:

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☒	Clare Welcome Center Janitorial: Includes Rest Area and Welcome Center	Week	52 weeks	\$1,379.00	\$71,708.00
☒	Clare WC Lawn Maintenance	Cycle	28 cycles	\$225.00	\$6,300.00
☒	Clare WC Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	\$300.00	\$600.00
☒	Clare WC Lawn Aeration	Each	Once	\$100.00	\$100.00
☒	Clare WC Snow Removal 2 inches to 6 inches	Each	30	\$300.00	\$9,000.00
☒	Clare WC De-Icer Application	Each	30	\$250.00	\$7,500.00
☒	Clare WC Snow Removal Call Backs, additional work, drifting, etc.	Hours	24	\$75.00	\$1,800.00
YEAR TOTAL:					\$97,008.00
FIVE YEAR TOTAL:					\$485,040.00

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 area shall be as follows:

CLARE WELCOME CENTER

	SUMMER May 1 st to October 31 st	WINTER November 1 st to April 30 th
Monday – Thursday	6:00 a.m. – 6:00 p.m.	6:00 a.m. – 5:00 p.m.
Friday	6:00 a.m. – 10:00 p.m.	6:00 a.m. – 6:00 p.m.
Saturday	6:00 a.m. – 8:00 p.m.	6:00 a.m. – 5:00 p.m.
Sunday	6:00 a.m. – 10:00 p.m.	6:00 a.m. – 6:00 p.m.

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

HOLIDAY WEEK AND SUMMER WEEKEND REST AREA COVERAGE

During the following dates, the Contractor shall provide one male employee to maintain the men's rest rooms and one female employee to maintain the women's rest rooms at the Clare Welcome Center between the hours of 6:00 a.m. and 10:00 p.m. each day.

HOLIDAY WORK SCHEDULE

2012	2013	2014	2015	2016
May 26-31	May 26-31	May 26-31	May 26-31	May 26-31
June 30 – July 5	June 30 – July 5	June 30 – July 5	June 30 – July 5	June 30 – July 5
Sept. 1 – 6	Sept. 1 – 6	Sept. 1 – 6	Sept. 1 – 6	Sept. 1 – 6

EQUIPMENT

Contractor Instructions: Provide a complete list of all the equipment you will utilize to manage the scope of work for this contract location. List should include all equipment to be used during services and any other function(s) needed to perform this service. Also indicate whether the equipment is owned or rented. (Expand the table if necessary or submit separate table of equipment/supplies with proposal).



EQUIPMENT / SUPPLIES	MANUFACTURER MAKE/MODEL	APPROXIMATE AGE OF EQUIPMENT & OWNED OR RENTED
1. Barrel 44 gallon	Huskee	New – Owned
2. Barrel caddie	Huskee	New – Owned
3. Barrel dolly	Huskee	New – Owned
4. Big buddy 5 gallon container	Impact Products	New – Owned
5. Big Wheel Push Cart 7.5 cuft	Rubbermaid	New – Owned
6. Box Fan	Varies	New – Owned
7. Broom	Contico	New – Owned
8. Broom Push 24”	Palmyra	New – Owned
9. Brush Iron Handle	Contico	New – Owned
10. Bucket 26 Quart & Wringer	Rubbermaid	New – Owned
11. Bulbs Fluorescent	40 watt – varies	New – Owned
12. Bulbs Metal Halide	100 watt - GE	New – Owned
13. Bulbs Metal Halide	70 watt - GE	New – Owned
14. “Closed for Cleaning” sign	Rubbermaid	New – Owned
15. De-Icing Chemical	Calcium Chloride	New – Owned
16. Drain Snake	Varies	New – Owned
17. Dust Mop Frame 24”	Wilco	New – Owned
18. Dust Mop Handle	Wilco	New – Owned
19. Extension Cord 50 ft	Home Depot	New – Owned
20. First Aid Kit	Galaxy	New – Owned
21. Floor Machine – 175 RPM Rotary Scrubber	Pacific	New – Owned
22. Floor Machine Brush 15”	FloPac	New – Owned
23. Floor Mop – 24oz	Wilco	New – Owned
24. Floor Mop Handle	Wilco	New – Owned
25. Floor Squeegee 22”	Contico	New – Owned
26. Garden Hose 100”	Craftsman	New – Owned
27. Garden Rake	Ames	New – Owned
28. Green Pad	3M	New – Owned



29. Ladder	Varies	New – Owned
30. Lawn 60” Riding Mower	Bobcat	New – Owned
31. Lawn 48” Walk Behind Mower	Bobcat	2001 – Owned
32. Lawn Back Pack Blower	Shindaiwa EB-630	2006 – Owned
33. Lawn Line Trimmer	Shindaiwa T-261B	New-Owned
34. Lawn Stick Edger	Husqvarna 326X	New – Owned
35. Lobby Broom	Contico	New – Owned
36. Lobby Broom Dust Pan	Contico	New – Owned
37. Mop Microfiber	Wilco	New – Owned
38. Mop Handle Claw	Wilco	New – Owned
39. Portable Pump Sprayer	Impact Products	New – Owned
40. Power Washer	Olympus / FX 88 HP	New – Owned
41. Putty Knife	Home Depot	New – Owned
42. Rags/Cloths	Coleman-Wolf	New – Owned
43. Rags, Shovels, Yard Tools	Varies	New – Owned
44. Safety – Glasses	Impact Products	New – Owned
45. Safety – Gloves	Impact Products	New – Owned
46. Safety Gas Can (OSHA Approved)	Eagle	New – Owned
47 Safety Wet Floor Signs 4”	Contico/Impact Products	New – Owned
48. Salt Spreader	Varies	New – Owned
49. Shredded Mulch		New – Owned
50. Snow Blower 26” 207cc 2 Stage Blower	Troy Bilt	New – Owned
51. Snow shovels, Ice Scrappers	Ames	New – Owned
52. Sponge	Home Depot	New – Owned
53. Spray Bottle and Trigger	Contico	New – Owned
54. Swivel Deck Brush	Impact Products	New – Owned
55. Teleduster Extension	Impact Products	New – Owned
56. Telephone	AT & T 1818	New – Owned
57. Three Prong Weeding Tool	Ames	New – Owned
58. Vacuum	Sanitaire SC770	New – Owned
59. Vacuum Belts	Sanitaire	New – Owned



60. Wet/Dry Vac – Electric	Nobles	New – Owned
61. White Bowl Swab	Contico	New – Owned
62. Window Cleaning Bucket	Contico	New – Owned
63. Window Squeegee 18”	Contico	New – Owned
64. Window Strip Washer 18”	Contico	New – Owned



**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	228 Cases
	Regular Toilet Paper Containers	Toilet Tissue Rolls, bleached, 2 ply wrapped 4 1/2" x 4 1/2" 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.	195 Gallons
Liquid Hand Soap	All automatic soap dispensers	Soap must be 1600ml in size, designed for the automatic soap dispensers manufactured by Technical Concepts.	195 Gallons
Plastic Bag Barrel Liners (55gal)	All large trash barrels	55 gal. Capacity, minimum size 36" x 60", mil thickness .16	4680 Bags
Plastic Bag Barrel Liners (33gal)	Trash Cans	33 gal. Capacity, minimum size 33" x 40", mil thickness .43	1560 Bags
Sanitary Napkin Disposal Bag	Sanitary Napkin Receptacles	Approved dispenser liner that fits properly	3640/7540 Bags (Sm./Lg Bldg)
Glass Cleaner	All glass and mirrored surfaces	Liquid spray, formula designed or cleaning glass and mirrors, non-abrasive	78 Gallons
Toilet Bowl and Urinal Cleaner	To disinfect inside of urinals, bowls, flushing cavities	E.P.A. Approved HCl acid base bowl cleaner (10% maximum HCL)	390 Gallons
Water free Urinal Cleaner	To disinfect water free urinal bowl	Use a Sloan approved non-acid based mild disinfectant cleaner	65 Gallons
Rotary Floor Machine – Liquid Cleaner	To clean tile floors once per month	E.P.A. Approved 20-36% phosphoric acid base cleaner	11 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	63 Gallons
Stainless Steel Cleaner	To clean metal surfaces	Safe for metals, non-scouring product	4 Gallons



De-icing Chemical (NO SALT)	To use on sidewalks and entrances for ice removal	Calcium Chloride or product approved by MDOT designated representative	5200 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	16 Cans
Protective Gloves	To be used when cleaning facility	Quality disposable gloves (Latex or Nitrile)	910 Pair
Personal Eye Wash	To be readily available and accessible when using cleaning products	23-oz. Polyethylene eye wash bottle	4 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)	55
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	2
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	70
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	26
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



Specifications

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 Contract price 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 this 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 this Contract without prior approval of DTMB – Procurement.

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 this 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 this Contract as if no portion of it had been Subcontracted. **SUBCONTRACTED WORK IS LIMITED TO THE LAWN MAINTENANCE, LAWN AERATION, PARKING AREA SNOW REMOVAL AND DEICING, AND/OR SPRING AND FALL CLEANUP BID ITEMS ONLY.** Any changes in Subcontractors may only be made with PRIOR APPROVAL from the DTMB – Procurement. 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 this 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 this Contract. **The Contractor is totally responsible for adherence by the Subcontractor to all provisions of this 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 this 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 Procurement.
- 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 this Contract arises out of any cause beyond his/her control and without his/her fault or negligence.

Contract Changes and/or Contract Modifications

DTMB-Procurement 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, THIS 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-Procurement. 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 this 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 this 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 this Contract. Any such equipment or materials, which do not comply with local, state and federal codes, or with this 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 this 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 this 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 this 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 this 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 this 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 (5) 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.

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.

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 this 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 this 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 on a daily basis, to perform adequate supervision and



coordination of the work. The supervisor must document all time spent at each facility by logging into the time clock or other approved device. The Contractor shall be responsible for the quality and standards of workmanship completed under this 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 this 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 this Contract. The audit will be a joint activity of the Using Agency and DTMB.

An unsatisfactory audit may result in cancellation of this 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 this Contract. The results of the audit along with Contract recommendations will be published by Procurement 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 this 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 this 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, this 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 this Contract.

Payment

Payment for all labor, equipment and materials required to satisfactorily complete the work described herein shall be incidental to this 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 this 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 this 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
 - b. Rest Area Incident Report
 - c. Rest Area Condition Report
 - 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 \$300 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 \$300 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 \$300 for each occurrence.

Procedures for implementing the above:

- The first time one of the above incidents occurs, the CCI will call for a meeting with the Contractor and review the condition and \$300 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 \$500 will be deducted from the next invoice, if appropriate.
- Should a third incident occur, a written notice of termination may be sent to the Contractor.

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 this 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 this 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, rest area condition 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 28 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 this 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 28 "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 this 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, this 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 this Contract is strictly prohibited.

Payment

The completed work will be paid for at this 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 this 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. Low Maintenance - 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. Semi-Low Maintenance - 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. Medium Maintenance - 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 this 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 this 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 Contractor 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 this 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 this Contract that cannot be completed in conformity with the progress schedule or a reasonable extension.

If this 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 specification for road salt.

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 this Contract, as noted herein. If this Contract is terminated, or portion thereof deleted, payment will be made for all satisfactorily completed work at this 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, this 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 this 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.



MICHIGAN DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS FOR SODIUM CHLORIDE

8.20 (7) P.O.

Description:

These specifications cover salt, bulk rock, sodium chloride to be used for ice and snow removal and control.

General Requirements:

The material shall be in accordance with the current specifications for Sodium Chloride, ASTM D 632, except as modified below.

Chemical Composition:

Sodium Chloride (NaCl), Minimum, percent 95.00 %

Gradation:

<u>Sieve size</u>	<u>Percent passing</u>
1/2 inch	100 %
3/8 inch	95 - 100 %
No. 4	90 % maximum
No. 8	60 % maximum
No. 30	15 % maximum

Material passing the No. 30 sieve in excess of 15% will be deducted from the delivered weight of the salt.
 Any Material remaining on the 1/2" sieve will be deducted from the delivered weight of the salt

Moisture Content:

Material with moisture content in excess of 1.5% will be deducted from the delivered weight of the salt.

Acceptance of Material:

The producer shall provide material certification, as defined in the attached Michigan Department of Transportation General Materials Certification Procedures, that the material furnished meets the requirements of these specifications for sodium chloride. MDOT reserves the right to sample and test the material on a random basis at the point of final delivery. Material contamination from foreign debris or frozen lumps of salt may be cause for immediate rejection at the point of delivery. These tests shall be for the purpose of determining acceptance, rejection, and/or adjustment in delivered weight.



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

LOCATION SPECIFICATION SHEET (LSS)

Consideration for award will be based on Work Plan/Price Quotation in accordance with the specifications, terms and conditions as stated within this solicitation.

PART I – PLACE OF SERVICES REQUESTED

CONTRACTOR NAME:

LOCATION: DUNDEE WELCOME CENTER

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	12/12/2011	CONTRACT END DATE:	12/1/2016
PREVIOUS BPO #:	None		
CONTRACT INFORMATION:	5 Year Contract with One One-Year Option		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Dundee Welcome Center		
BUILDING ADDRESS:	8001 Covert Rd. Petersburg, MI 49270		
REGION / COUNTY:	University/Monroe		
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 #:	517-373-9466
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	Cathy O'Connor	CONTACT PHONE #:	734-242-1768
CCI / FM CONTACT E-MAIL:	coconnor@michigan.gov	CONTACT FAX #:	734-242-6181
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

Billor Name:

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASUR E	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☒	Dundee Welcome Center Janitorial: Includes Rest Area and Welcome Center	Week	52 weeks	\$1,219.00	\$63,388.00
☒	Dundee WC Lawn Maintenance	Cycle	28 cycles	\$180.00	\$5,040.00
☒	Dundee WC Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	\$300.00	\$600.00
☒	Dundee WC Lawn Aeration	Each	Once	\$200.00	\$200.00
☒	Dundee WC Snow Removal 2 inches to 6 inches	Each	30	\$200.00	\$6,000.00
☒	Dundee WC De-Icer Application	Each	30	\$200.00	\$6,000.00
☒	Dundee WC Snow Removal Call Backs, additional work, drifting, etc.	Hours	24	\$60.00	1,440.00
YEAR TOTAL:					\$82,668.00
FIVE YEAR TOTAL:					\$413,340.00

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 area shall be as follows:

DUNDEE WELCOME CENTER

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

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

HOLIDAY WEEK AND SUMMER WEEKEND REST AREA COVERAGE

During the following dates, the Contractor shall provide employees to maintain the rest rooms at the Dundee Welcome Center between the hours of 6:00 a.m. and 10:00 p.m. each day.

HOLIDAY WORK SCHEDULE

2012	2013	2014	2015	2016
May 26-31	May 26-31	May 26-31	May 26-31	May 26-31
June 30 – July 5	June 30 – July 5	June 30 – July 5	June 30 – July 5	June 30 – July 5
Sept. 1 – 6	Sept. 1 – 6	Sept. 1 – 6	Sept. 1 – 6	Sept. 1 – 6



EQUIPMENT / SUPPLIES	MANUFACTURER MAKE/MODEL	APPROXIMATE AGE OF EQUIPMENT & OWNED OR RENTED
1. Barrel 44 gallon	Huskee	New – Owned
2. Barrel caddie	Huskee	New – Owned
3. Barrel dolly	Huskee	New – Owned
4. Big buddy 5 gallon container	Impact Products	New – Owned
5. Big Wheel Push Cart 7.5 cuft	Rubbermaid	New – Owned
6. Box Fan	Varies	New – Owned
7. Broom	Contico	New – Owned
8. Broom Push 24”	Palmyra	New – Owned
9. Brush Iron Handle	Contico	New – Owned
10. Bucket 26 Quart & Wringer	Rubbermaid	New – Owned
11. Bulbs Fluorescent	40 watt – varies	New – Owned
12. Bulbs Metal Halide	100 watt - GE	New – Owned
13. Bulbs Metal Halide	70 watt - GE	New – Owned
14. “Closed for Cleaning” sign	Rubbermaid	New – Owned
15. De-Icing Chemical	Calcium Chloride	New – Owned
16. Drain Snake	Varies	New – Owned
17. Dust Mop Frame 24”	Wilco	New – Owned
18. Dust Mop Handle	Wilco	New – Owned
19. Extension Cord 50 ft	Home Depot	New – Owned
20. First Aid Kit	Galaxy	New – Owned
21. Floor Machine – 175 RPM Rotary Scrubber	Pacific	New – Owned
22. Floor Machine Brush 15”	FloPac	New – Owned
23. Floor Mop – 24oz	Wilco	New – Owned
24. Floor Mop Handle	Wilco	New – Owned
25. Floor Squeegee 22”	Contico	New – Owned
26. Garden Hose 100”	Craftsman	New – Owned



27. Garden Rake	Ames	New – Owned
28. Green Pad	3M	New – Owned
29. Ladder	Varies	New – Owned
30. Lawn 60” Riding Mower	Bobcat	New – Owned
31. Lawn 48” Walk Behind Mower	Bobcat	2001 – Owned
32. Lawn Back Pack Blower	Shindaiwa EB-630	2006 – Owned
33. Lawn Line Trimmer	Shindaiwa T-261B	New-Owned
34. Lawn Stick Edger	Husqvarna 326X	New – Owned
35. Lobby Broom	Contico	New – Owned
36. Lobby Broom Dust Pan	Contico	New – Owned
37. Mop Microfiber	Wilen	New – Owned
38. Mop Handle Claw	Wilen	New – Owned
39. Portable Pump Sprayer	Impact Products	New – Owned
40. Power Washer	Olympus / FX 88 HP	New – Owned
41. Putty Knife	Home Depot	New – Owned
42. Rags/Cloths	Coleman-Wolf	New – Owned
43. Rags, Shovels, Yard Tools	Varies	New – Owned
44. Safety – Glasses	Impact Products	New – Owned
45. Safety – Gloves	Impact Products	New – Owned
46. Safety Gas Can (OSHA Approved)	Eagle	New – Owned
47 Safety Wet Floor Signs 4”	Contico/Impact Products	New – Owned
48. Salt Spreader	Varies	New – Owned
49. Shredded Mulch		New – Owned
50. Snow Blower 26” 207cc 2 Stage Blower	Troy Bilt	New – Owned
51. Snow shovels, Ice Scrappers	Ames	New – Owned
52. Sponge	Home Depot	New – Owned
53. Spray Bottle and Trigger	Contico	New – Owned
54. Swivel Deck Brush	Impact Products	New – Owned
55. Teleduster Extension	Impact Products	New – Owned
56. Telephone	AT & T 1818	New – Owned
57. Three Prong Weeding Tool	Ames	New – Owned



58. Vacuum	Sanitaire SC770	New – Owned
59. Vacuum Belts	Sanitaire	New – Owned
60. Wet/Dry Vac – Electric	Nobles	New – Owned
61. White Bowl Swab	Contico	New – Owned
62. Window Cleaning Bucket	Contico	New – Owned
63. Window Squeegee 18”	Contico	New – Owned
64. Window Strip Washer 18”	Contico	New – Owned



**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	228 Cases
	Regular Toilet Paper Containers	Toilet Tissue Rolls, bleached, 2 ply wrapped 4 1/2" x 4 1/2" 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.	195 Gallons
Liquid Hand Soap	All automatic soap dispensers	Soap must be 1600ml in size, designed for the automatic soap dispensers manufactured by Technical Concepts.	195 Gallons
Plastic Bag Barrel Liners (55gal)	All large trash barrels	55 gal. Capacity, minimum size 36" x 60", mil thickness .16	4680 Bags
Plastic Bag Barrel Liners (33gal)	Trash Cans	33 gal. Capacity, minimum size 33" x 40", mil thickness .43	1560 Bags
Sanitary Napkin Disposal Bag	Sanitary Napkin Receptacles	Approved dispenser liner that fits properly	3640/7540 Bags (Sm./Lg Bldg)
Glass Cleaner	All glass and mirrored surfaces	Liquid spray, formula designed or cleaning glass and mirrors, non-abrasive	78 Gallons
Toilet Bowl and Urinal Cleaner	To disinfect inside of urinals, bowls, flushing cavities	E.P.A. Approved HCl acid base bowl cleaner (10% maximum HCL)	390 Gallons
Water free Urinal Cleaner	To disinfect water free urinal bowl	Use a Sloan approved non-acid based mild disinfectant cleaner	65 Gallons
Rotary Floor Machine – Liquid Cleaner	To clean tile floors once per month	E.P.A. Approved 20-36% phosphoric acid base cleaner	11 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	63 Gallons
Stainless Steel	To clean metal surfaces	Safe for metals, non-scouring	4 Gallons



Cleaner		product	
De-icing Chemical (NO SALT)	To use on sidewalks and entrances for ice removal	Calcium Chloride or product approved by MDOT designated representative	5200 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	16 Cans
Protective Gloves	To be used when cleaning facility	Quality disposable gloves (Latex or Nitrile)	910 Pair
Personal Eye Wash	To be readily available and accessible when using cleaning products	23-oz. Polyethylene eye wash bottle	4 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)	55
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	2
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	70
Air Blower	To dry floors	1 HP motor, minimum 4,000cfm	1
Wet-Dry Vacuum	To clean floors, mats, air	Minimum 6.0 Peak Hp, capacity	1



	vents, filters, ledges, etc.	16 gallons, w/appropriate attachments	
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	26
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



Specifications

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 this 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 this 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 this Contract as if no portion of it had been Subcontracted. **SUBCONTRACTED WORK IS LIMITED TO THE LAWN MAINTENANCE, LAWN AERATION, PARKING AREAS SNOW REMOVAL AND DEICING, AND/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 this 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 this Contract. **The Contractor is totally responsible for adherence by the Subcontractor to all provisions of this 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 this 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 this 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, THIS 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 this 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 this 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 this Contract. Any such equipment or materials, which do not comply with local, state and federal codes, or with this 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 this 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 this 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 this 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 this 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 this 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 (5) 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.

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.

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 this 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 this 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 on a daily basis, to perform adequate supervision and



coordination of the work. The supervisor must document all time spent at each facility by logging into the time clock or other approved device. The Contractor shall be responsible for the quality and standards of workmanship completed under this 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 this 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 this Contract. The audit will be a joint activity of the Using Agency and DTMB.

An unsatisfactory audit may result in cancellation of this 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 this 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 this 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 this 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, this 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 this Contract.

Payment

Payment for all labor, equipment and materials required to satisfactorily complete the work described herein shall be incidental to this 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 this 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 this 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
 - b. Rest Area Incident Report
 - c. Rest Area Condition Report
 - 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 \$300 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 \$300 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 \$300 for each occurrence.

Procedures for implementing the above:

- The first time one of the above incidents occurs, the CCI will call for a meeting with the Contractor and review the condition and \$300 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 \$500 will be deducted from the next invoice, if appropriate.
- Should a third incident occur, a written notice of termination may be sent to the Contractor.

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 this 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 this 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, rest area condition 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 this 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 28 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 this 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 28 "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.

Please note: There was an over site on the mowing of the grass next to the highway and the truck parking lot will be added to the mowing section of this Contract

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 this 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 this 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. Low Maintenance - 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. Semi-Low Maintenance - 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. Medium Maintenance - 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 this 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 this 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.

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.

Contract 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 specification for road salt.

Deletion of Work

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



MICHIGAN DEPARTMENT OF TRANSPORTATION
SPECIFICATIONS FOR SODIUM CHLORIDE

8.20 (7) P.O.

Description:

These specifications cover salt, bulk rock, sodium chloride to be used for ice and snow removal and control.

General Requirements:

The material shall be in accordance with the current specifications for Sodium Chloride, ASTM D 632, except as modified below.

Chemical Composition:

Sodium Chloride (NaCl), Minimum, percent 95.00 %

Gradation:

<u>Sieve size</u>	<u>Percent passing</u>
1/2 inch	100 %
3/8 inch	95 - 100 %
No. 4	90 % maximum
No. 8	60 % maximum
No. 30	15 % maximum

Material passing the No. 30 sieve in excess of 15% will be deducted from the delivered weight of the salt.
 Any Material remaining on the 1/2" sieve will be deducted from the delivered weight of the salt

Moisture Content:

Material with moisture content in excess of 1.5% will be deducted from the delivered weight of the salt.

Acceptance of Material:

The producer shall provide material certification, as defined in the attached Michigan Department of Transportation General Materials Certification Procedures, that the material furnished meets the requirements of these specifications for sodium chloride. MDOT reserves the right to sample and test the material on a random basis at the point of final delivery. Material contamination from foreign debris or frozen lumps of salt may be cause for immediate rejection at the point of delivery. These tests shall be for the purpose of determining acceptance, rejection, and/or adjustment in delivered weight.