

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 1
 to
 CONTRACT NO. 071B2200158
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Sagola Contracting Inc P.O. Box 339 Marquette MI, 49855	William Fredy	info@scicleanup.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	906-226-2612	*****2885

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DMVA	Harrington, Michael	906-226-3576	HarringtonM@Michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Lisa Crozier-Green	(517) 284-7042	CrozierGreenL@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: MVA			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 1, 2012	March 31, 2016	2 - 1 Year	March 31, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One Year	<input type="checkbox"/>		March 31, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
align="center">\$2,419,532.00		\$ 604,883.00	align="center">\$3,024,415.00	

DESCRIPTION: Effective April 1, 2016 this contract is exercising the first available option year and is increased by \$604,883.00 for DMVA use. All other terms, conditions, specifications and pricing remain the same. Per DMVA request, Contractor agreement, DTMB-Procurement approval, and approval by the State Administrative Board on March 1, 2016.

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

March 27, 2012

NOTICE
OF
CONTRACT NO. 071B2200158
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Sagola Contracting Inc. dba SCI Cleaning & Maintenance P.O. Box 339 Marquette, MI 49855 Email: info@scicleanup.com	TELEPHONE (906) 226-2612 William J. Fredy CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-6535 William C. Walsh, CPPB
Contract Compliance Inspector: Michael Harrington (906) 226-3576 x-3576 HarringtonM@michigan.gov Janitorial/Housekeeping Services – Jacobetti Home for Veterans - DMVA	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: April 1, 2012 To: March 31, 2016	
TERMS <p style="text-align: center;">1% - 15 / Net 45</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

The terms and conditions of this Contract are attached.

Estimated Contract Value: \$2,419,532.00

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. 071B2200158
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Sagola Contracting Inc. dba SCI Cleaning & Maintenance P.O. Box 339 Marquette, MI 49855 Email: info@scicleanup.com		TELEPHONE (906) 226-2612 William J. Fredy CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-6535 William C. Walsh, CPPB
Contract Compliance Inspector: Michael Harrington (906) 226-3576 x-3576 HarringtonM@michigan.gov Janitorial/Housekeeping Services – Jacobetti Home for Veterans - DMVA		
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: April 1, 2012 To: March 31, 2016		
TERMS	1% - 15 / Net 45	SHIPMENT
F.O.B.	N/A	SHIPPED FROM
ALTERNATE PAYMENT OPTIONS:		
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other		
MINIMUM DELIVERY REQUIREMENTS		
N/A		
MISCELLANEOUS INFORMATION:		
The terms and conditions of this Contract are those of #07111300189, this Contract Agreement and the vendor's quote dated August 1, 2011. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.		
Estimated Contract Value: \$2,419,532.00		

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07111300189. 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: _____ Sagola Contracting Inc. dba SCI Cleaning & Maintenance _____ Firm Name _____ Authorized Agent Signature _____ Authorized Agent (Print or Type) _____ Date	FOR THE STATE: _____ Signature Jeff Brownlee, Chief Procurement Officer _____ Name/Title IT Division _____ Division _____ Date
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Attachment A – Location Specification Sheet
 Attachment B – Pricing Sheet



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 the RFP.

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 bidder, the DTMB-Procurement Director, and the State Administrative Board.

Contractor – the awarded bidder after the Effective Date.

Days - Business Days unless otherwise specified.

Deleted, Not Applicable - the section is not applicable or included in the RFP. 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 and housekeeping services for the Department of Military and Veteran Affairs (DMVA) Jacobetti Home for Veterans in Marquette, MI.

1.1.1 Project

The requirements for this location are noted on the attached Location Specification Sheets (LSS’s).

1.1.2 Background – Deleted – Not Applicable

1.2 Scope of Work and Deliverable(s)

1.2.1 In Scope

1.2.2 Deliverable(s)

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

A. Description of Service:

Contractor shall perform the task descriptions that follow, which are the minimum acceptable cleaning performance standards under this Agreement:

1. **Carpet /Rug Cleaning**: All carpets/rugs shall be clean, free of spots, gum, crusted material, spillages, and removable stains. There shall be no evidence of "fuzzing" caused by harsh rubbing or brushing of carpet. Carpet cleaning by hot water extraction at a temperature that will kill and eliminate bacteria. Hot water extraction by truck-mount is the preferred method.
2. **Carpet Spot Cleaning**: Buildup, spillage or crusted material shall have been removed along with spots, smears and stains. There shall be no evidence of “fuzzing” caused by harsh rubbing or brushing of carpet. Spot cleaned areas shall blend with adjacent areas.
3. **Carpet Cleaning by Thorough Vacuuming**: Carpets shall be clean and free from dust balls, dirt and other debris; nap on carpet shall lie in one direction upon completion of the vacuuming task. Note: Prior to vacuuming area, move and vacuum under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. After vacuuming, leave all rugs clean, free from dust balls, dirt and other debris. Prior to vacuuming, broom all edges not reached by vacuum. Straight suction vacuuming is not acceptable. ***The agency requires that a motor driven Commercial grade vacuum with HEPA filtered exhaust or equipment that meet these standards be used exclusively in all carpeted areas where water and/or snow does not present a problem.*** Empty dust and dirt from vacuum cleaner into a plastic trash bag, tie off and remove to a Dumpster. As part of the vacuuming process, carpet spot cleaning is required on an ongoing basis.
4. **Dust Mop**: Thoroughly dust mops all non-carpeted areas. Move and dust mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. Dust mops must be treated with water based dust control chemical. Place dust and dirt into plastic trash bag, tie off and remove to Dumpster.
5. **Damp Mop**: Thoroughly damp mops all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp.



No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free.

6. **Floor Cleaning / Thorough Sweeping:** Floors shall be clean and free of trash and foreign matter. No dirt, dust shall be left in corners, behind radiators, under furniture or behind doors.
7. **Damp Mopping and Spray Buffing:** Floors shall be slip resistant, free of marks, skipped areas, streaks, and mop strands. Walls, baseboards and other surfaces shall be free of splashing and marks from the equipment. The finished area should have a uniform luster. There shall be no buildup of finish in corners. Dust mopping must be performed with a treated mop. After sweeping and damp mopping operation, all floors must be clean and free from strings, bristles and dirt streaks. Leave no dirt in corners, behind radiators, under furniture, behind doors, on stairs or landings. Leave no dirt where sweepings were picked up. Leave no dirt, trash, or foreign matter under desks, tables or chairs.
8. **Wet Mopping and Scrubbing:** The floors must be properly prepared, thoroughly swept to remove visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces. Upon completion of the wet mopping or scrubbing, the floor must be clean and free of dirt, water streaks, mop marks, strings; properly rinsed and dry mopped to present an overall appearance of cleanliness. All surfaces must be dry and corners and cracks clean after the wet mopping or scrubbing. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.
9. **Wet Mopping and Buffing:** Floors must be damp mopped and buffed between regular waxing operations. Prepare the floor by sweeping to remove all visible dirt and debris. The floor area will then be damp mopped and machine buffed to a polished appearance with a high-speed buffer.
10. **Damp Wiping:** This task consists of using a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then drying to provide a polished appearance. The wetting solution must contain an appropriate cleaning agent. When damp wiping in toilet areas, use a multi-purpose disinfectant and deodorizer.
11. **Stripping and Sealing:** Completely remove all dirt, wax and other foreign substances in returning the floor to its original surface. Apply a thin coat of sealer with caution to prevent streaking or bleaching of floor surface. This application in preparation for waxing must be according to manufacturer's recommendations. The stripper, sealer and wax products used must be compatible for this activity, and wax must be a minimum of 25% solids.
12. **Waxing and Buffing:** Apply wax in a thin, even coat and machine buff with a high-speed buffer immediately after drying. The number of coats applied will depend on the type and condition of the floor. All waxed surfaces must be maintained so as to provide safe ANTI-SLIP walking conditions. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.
13. **Empty Waste Receptacles:** Empty all containers that are provided for the disposal of waste i.e., waste baskets, torpedo type containers, sanitary napkin disposal bins, boxes, etc. into plastic bags, tie off and remove to dumpster. Dispose of items in waste containers only unless clearly marked for disposal.



Liners must be used in all waste receptacles and must be changed as needed and no less than once per month. Waste containers in restrooms; break rooms, lunchrooms and conference rooms must be inspected daily and changed as needed.

14. **Restroom Cleaning:** When the CCI requests restroom cleaning during the day, an approved sign must be placed at the entrance warning tenants that the restroom is closed. A schedule for closing restrooms must be established with the Facility Manager in advance. The CCI prior to any changes made must approve any changes in this schedule.
- a. **Fill Dispensers:** Dispensers of all types must be checked daily and filled when necessary (soap, toilet tissue, paper towels, sanitary napkin, etc.).
 - b. **Dusting:** Completely dust all fixtures, ledges, edges, shelves, exposed pipes, partitions, door frames, tops of file cabinets, etc. Pay particular attention to the tops of these items. An approved dust cloth or dusting tool, treated with water based dust control chemical, must be used. Areas not cleared by office occupant are not to be dusted.
 - c. **Clean and Disinfect Waste Receptacles and Dispensers:** Clean and disinfect waste receptacles and dispensers inside and outside. Use proper chemicals for surface to be cleaned at proper dilution. After item has been cleaned completely, wipe item with approved *disinfectant solution and allow to air dry.
 - d. **Clean and Disinfect Sinks:** Thoroughly clean all sinks, including bottom, faucets, and spigots, with approved crème cleanser. Rinse thoroughly as all crème cleanser residues must be removed. Then wipe each item with approved *disinfectant solution and allow to air dry.
 - e. **Clean Glass and Mirrors:** Thoroughly clean all glass and mirrors using an approved alcohol based glass cleaner. Use a soft, clean cloth. Dry completely. Surface should be streak, smear, and smudge free. Make sure attached frames, edges, and shelves are also cleaned and dried as well as the glass surface. Squeegee may be used as needed.
 - f. **Clean and Disinfect Toilets and Urinals:** Thoroughly clean toilets, toilet seats, and urinals with approved acid free bowl cleaner, rinse thoroughly. (Approved acid cleaner may not be used more than once per month and should be used on the interior of toilet or urinal only. Great care must be taken to avoid any chrome when acid cleaner is used). Wipe each toilet, toilet seat and urinal completely with approved disinfectant solution. Buff-dry to a streak, smear and smudge free "shine". Leave seats in a raised position.
 - g. **Clean and Disinfect Walls, Doors, Partitions and Handrails (Restroom Cleaning):** Thoroughly clean all walls (including switch and plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved *disinfectant solution and allow to air dry.
 - h. **Damp Mop - *Disinfectant (Restroom Cleaning):** Thoroughly damp mops all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free. Thoroughly damp mop floor with approved *disinfectant solution. Allow to air dry.

Note: All disinfectant solutions must be changed after each restroom cleaning. The disinfectant solution used for the damp mopping process is to be emptied down the floor drain in each restroom. This practice will help reduce unpleasant odors coming from the floor drains.



15. **Clean and disinfect Showers, shower walls and stalls (Restroom/Locker Room where applicable):** Thoroughly clean all showers, including bottom, faucets, and spigots, with approved crème cleanser. Thoroughly clean all walls, floors, (including plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved *disinfectant solution and allow to air dry.
16. **Service Restroom:** Visually check - dispensers must be filled, trash removed and restrooms spot cleaned as needed and as requested by the CCI.
17. **Remove Carpet Runners (as applicable):** Carpet runners must be removed from floor to allow for proper cleaning, as needed. Be sure to remove excess water from runner with approved wet pick up vacuum before carpet runners are removed. Carpet runners must be extracted as specified during ice melt/salt usage, to maintain a clean appearance.
18. **Replace Carpet Runners (as applicable):** After floor has been properly cleaned and is completely dry, replace carpet runners in their original locations.
19. **Cleaning / Disinfecting Drinking Fountains:** Thoroughly clean entire exterior surface with approved cream cleanser. The grain of the stainless steel must be followed at all times. Rinse thoroughly as all cream cleanser must be removed. Wipe entire surface with approved disinfectant solution and wipe dry utilizing a clean, soft cloth and wipe item dry. The grain of the stainless steel must be followed.
20. **Stainless Steel (Brass) Cleaning (Elevators, Doors, Trim, Etc.):** Thoroughly clean all stainless steel (brass) not previously mentioned with approved cleaner and a clean soft cloth. Great care must be taken to follow the grain of the stainless steel at all times when cleaning.
21. **Cleaning, High Traffic Areas:** High traffic area is any area that would receive heavy traffic and that would require cleaning as specified. Areas would include: corridors, lobbies, waiting areas, conference rooms, or any area so designated by the CCI.
22. **Carpet Cleaning by Hot Water Extraction:** *Perform vacuuming, and carpet cleaning by extraction method with commercial grade equipment only (preferably truck mounted equipment). Prior to carpet cleaning all carpeting, including carpet runners, must be thoroughly cleaned as follows:*
 - (a) All movable items must be removed from area(s) to be cleaned (i.e., chairs, waster receptacles, all free standing tables, typing stands, boxes, plants, all temporary floor coverings, etc.) and area thoroughly vacuumed.
 - (b) Thoroughly spray next area to be cleaned with approved pre-treats or carpets lane cleaner used at approved dilution. Spray must be applied so those fibers remain damp until cleaned. Chemical should be left to work for 10-15 minutes
 - (c) Thoroughly extract all properly pretreated carpeted areas. Agitation is necessary, using an approved motor driven brush. A minimum of three cleaning passes and two vacuuming only must be used. Approved equipment and chemicals, at approved dilutions, must be used.
 - (d) All stains must be removed during the extraction process, using approved chemicals. Great care must be taken to completely remove stain removal chemicals from carpet fiber.
 - (e) Thoroughly spray all thoroughly cleaned carpet with approved carpet fiber protector at approved dilution. Application must be made with approved sprayer. Carpet track off mats and runners such as those found in building lobby areas, are exempt for this process.
 - (f) Replace all items removed for cleaning. All items moved back into place that have metal of any type that come in contact with carpeting must be wood blocked or tabbed to keep the metal off the carpet fiber until thoroughly dry. All blocks or tabs should be removed during the next scheduled regular area cleaning, provided the carpet is thoroughly dry. This could take more than one day.



23. **Spray Buff Hard Floors:** Hard floor must be properly prepared before spray buffing by removing carpet runners, dust mopping, and damp mopping hard floor areas. Begin spray buffing by lightly spraying area just to the left or right of approved floor machine (buffer) with approved spray buffing chemical, at approved dilution. Buffing pad must be approved and will depend on type of finish used. Rotary floor machine (buffer) will be worked back and forth over area lightly sprayed until floor has a high, streak free luster. Then proceed to the next area, until scheduled area is completed. Great care must be taken to avoid using "loaded" pad (pad full of dried finish and dirt). Flip pad over or change to another clean dry pad often. Great care must also be taken not to allow floor machine (buffer) to run in one spot for too long to avoid burning the floor. Floor shall be dust mopped after scheduled spray buffing is completed. Replace carpet runners to original position post-cleaning.
24. **Strip and Refinish:** Close and properly mark area "closed" with approved signage. Remove all movable objects from area.
- (a) Apply approved stripping solution at approved dilutions to area to be stripped. Allow solution to stand according to approved manufacturer's recommendations. Do not allow solution to dry out or stand too long. Any finish or dirt must also be removed from walls, doors, baseboards, etc. at this time.
 - (b) Thoroughly agitate all floor area to remove all old finish with approved strip pad.
 - (c) Use wet vacuum to pick up old finish and stripper.
 - (d) Thoroughly mop rinse areas with clean cotton mop and clean water. Make sure walls, doors, baseboards, etc. are also thoroughly rinsed.
 - (e) Thoroughly mop rinses areas a second time with clean cotton mop and clean water with approved neutralizer/conditioner chemical at approved dilution. Make sure walls, doors, etc. are also thoroughly rinsed.
 - (f) Allow floor to air dry.
 - (g) If any old finish remains, repeat "a" through "f".
 - (h) Continue "a" through "g" until scheduled area is properly stripped and/or rinsed.
 - (i) Apply thin coat of approved sealer with approved clean nylon or rayon mop head or approved clean applicator. Stripping solution finish and sealer must not be slopped on walls, doors, etc. Allow sealer to thoroughly dry.
 - (j) Apply second coat of sealer as described in "I" above. Allow sealer to thoroughly dry.
 - (k) Apply top coating and second coat of approved floor finish.
25. **Scrub - Restroom Floors/Hard Surface Stairwell Floors:** Close restrooms. Remove all movable objects from area and place approved "closed" signage to area prior to completion of task.
- (a) Apply approved cleaning solution at approved dilution to area to be scrubbed. Do not allow solution to dry.
 - (b) Quickly agitate small section coated with solution with approved stiff bristle brush. Be sure grouting is clean.
 - (c) Use wet vacuum to pick up dirty solution.
 - (d) Thoroughly mop rinses area with clean cotton mop and clean water. Make sure all walls; doors, etc. are also thoroughly rinsed.
 - (e) Thoroughly mop rinse a second time with clean cotton mop and clean water. Make sure all walls; doors, etc. are also thoroughly rinsed a second time.
 - (f) After floor is thoroughly dry, replace all objects moved from area. Remove signs and reopen.
 - (g) Scrub all walls including partitions



26. **Wall Spot Cleaning:** Thoroughly clean all spots, smudges, stains, etc. from walls, partitions and modular partitions using approved chemicals at approved dilutions. Wipe dry with clean soft cloth. Also thoroughly clean all interior glass with approved alcohol based glass cleaner and wipe dry with clean dry cloth. All surfaces must be dirt and streak free.

27. **Dusting:** There shall be no obvious dust streaks. Corners, crevices, molding and ledges (including heating) shall be free of all obvious dust. There shall be no oils, spots or smudges on desk or dusted surfaces. Thoroughly dust all vertical and horizontal surfaces in all cleanable areas with approved dust cloth or tool treated with an approved water based dust control chemical, up to and including ceiling vents, air bars, and lighting devices, window blinds, etc. Do not move dusting residue from spot to spot, but remove directly from the areas in which dirt lies by the most effective means appropriate; treated dusting cloths or vacuum tools.
 - (a) Leave no dust streaks.
 - (b) Leave corners, crevices, molding and ledges free of dust and cobwebs.
 - (c) Leave no oil spots or smudges on dusted surfaces caused by dusting tools.

28. **Horizontal surfaces:** include, but are not limited to, counter tops, file cabinets, tables, coat-racks, etc. Telephones, ashtrays, etc., must be lifted and dusted under. Do not disturb work papers. Dusting high and low includes, but is not be limited to, partition tops, pictures, chair rungs, etc. Window hangings are either Venetian blinds or drapes. Dust Venetian blinds. Lightly vacuum drapes.

29. **Remove Recyclable Paper (as applicable):** Pick up all recyclable paper from marked containers centrally located throughout the building and remove to designated containers in the loading dock area. This does not include individual boxes on desks.

30. **Clean Air Bars and Vents:** Vacuum excess dust and dirt from air bars. Damp wipe clean with approved disinfectant solution and wipe dry.

31. **Glass Cleaning (Lobby):** Glass Cleaning is a part of the overall task of lobby cleaning. Glass cleaning shall be performed as specified. It is expected that all lobby glass, including doors, revolving doors and windows (to the limit of reach from floor level) shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, revolving door or window to accomplish clean glass.

32. **Cleaning Ash Receptacles and Surrounding Areas:** Cigarette or cigar butts, matches and other discarded material shall be removed from the receptacle and the receptacle wiped so that it is free of dust, ashes, odors, tar, streaks and nicotine stains. Ashtrays placed on the exterior of the building shall be emptied and cleaned as needed to maintain a clean appearance. The areas immediately surrounding such ashtrays and adjacent building entrances are to be included as part of this cleaning task. Sweeping and removal of cigarette butts and emptying of ashtrays as needed to clean the area. Note: **Sand or dry receptacles:** Contents of ash receptacles must be disposed of in a safe manner. Clean sand by sifting out and disposing of debris and replacing and replenishing sand in urns.

33. **Emergency clean up:** This Contract Compliance Inspector (CCI) shall assign, when and where needed, cleanup duties to the contractor when an emergency occurs. Cleaning tasks may include: dusting, vacuuming, mopping, carpets extraction, window washing, or other tasks defined in the Task Definitions herein.

34. **Rubbish Removal:** Rubbish from a central location is the responsibility of the State. Contractor must bag all waste material and place inside containers provided for that purpose.

35. **Replenishable Supplies:** The contractor is responsible for the purchase and supply of materials listed on the Location Specification Sheet (LSS). All profits from the sale of items (i.e., sanitary napkins) belong to the contractor.



36. **Hazardous Conditions:** Conditions that may be questionable or deemed Hazardous (i.e., such as burned out lights, loose railings, ceiling tiles, exposed wiring, broken windows, etc.) must be reported by janitorial staff to Contract supervisor verbally followed by written notification to CCI or building manager with date of observation.

B. EQUIPMENT

Contractor shall furnish all equipment and supplies, other than State provided supplies and equipment:

1. Contractor must utilize cleaning equipment that meets with the approval of the State Agency Contract Compliance Inspector (CCI). The use of any powdered scouring cleansers is expressly prohibited. A complete listing of equipment and products to be used shall be submitted to the CCI within 60 days after award of this contract.
2. Contractor shall furnish all power equipment such as floor machines, vacuum systems, carpet cleaning systems, etc. and all other equipment.
3. Contractor's equipment used in office areas must not exceed the noise level of 68 decibels at 5 feet, which will be less disruptive to office workers.

C. SUPPLIES

1. Contractor must supply all cleaners, finishes, etc. for the treatment of various types of flooring and/or carpeting. Use only such materials as are recommended and approved by this Contract Compliance Inspector or his designee and the flooring manufacturer.
2. Contractor shall submit a complete list, by brand names and product numbers, of all supplies to be used in fulfilling this Contract, and shall submit a Materials Safety Data Sheet (MSDS) prior to starting any work.
3. Right is reserved by State to accept or reject any items listed on the MSDS.
4. Contractor must immediately furnish an acceptable substitute for any item rejected by the State.

D. ADDITIONAL REQUIREMENTS

1. Contractor must comply, not only with regulations governing long-term care/nursing homes pertaining to safety, but also with DJJHV Administrative Policies regarding staff training, criminal background/pre-employment checks, drug testing as requested by agency, pre-employment communicable disease testing, annual communicable disease re-testing, immunization required due to blood borne pathogen exposure, and environmental infection control. TB Skin Testing and immunizations can be provided to Contractor's employees by the Home, at Contractor's expense.

REF: D J Jacobetti Home for Veterans Administrative Policies
 Chapter 7 – Infection Control
 Chapter 14 – Personnel
 Chapter 19 – Safety & Disaster

2. Contractor must have adequate staffing available for call-in during emergency situations and/or when short-staffed to provide full compliment of employees required to accomplish daily tasks as listed in this location specification sheet. Contractor must have employees on-site within 2 hours of agencies request for additional staffing.



3. Contractor must provide proof of ability to perform and adequately meet contract requirements regarding infection control (including policies and procedures) and provide proof of past experience in a long-term care facility (minimum years for company is 3 years and 75% of employees must have previous experience working in a long-term health care facility or similar medical facility). Infection control is imperative to the efficient operation of this Home and Veterans' health.
4. Contractor must provide copies of their policies and procedures (including employee rules and regulations) contractor enforces with employees pertaining to: employee training regarding blood spill clean up, safety precautions, equipment usage, equipment accreditation, call-in for emergency situations, management and supervisory duties, pre-employment screening, appropriate conduct, employee evaluation, confidentiality agreements, dress code, employee safety and training, and key distribution.

1.2.3 Quantity

The State is not obligated to purchase in any specific quantity.

1.2.4 Ordering

The State will issue a Purchase Order, which must be approved by the Contract Compliance Inspector, to order any Deliverable(s). The Contractor is not authorized to begin performance until receipt of a Purchase Order.

1.2.5 Alternate Bids – Deleted – Not Applicable

1.3 Management and Staffing

1.3.1 Project Management

The Contractor will carry out this project under the direction and control of the Department of Military and Veterans Affairs.

The project manager will meet as required with the Contractor's project manager to review progress and provide necessary guidance.

1.3.2 Reports

The Contractor must provide the following reports as requested by the CCI:

- Daily staffing reports (must include names and work assignments)
- Daily: Verbal daily status reports
- Monthly staffing summary (new hires and departures)
- As needed: Unusual occurrence reports in accordance with facility policy
- Copies of criminal background checks of any employee assigned to the facility
- Bed cleaning report
- Wheelchair cleaning report
- Discarded linen report

1.3.3 Staff, Duties, and Responsibilities

See the attached LSS sheet for response.

1.3.4 Meetings

The State may request a kick-off meeting with the Contractor within thirty (30) days of the Effective Date. The State may request other meetings as it deems appropriate.

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
SCI Main Headquarters	William Fredy	Financial Operations

1.3.6 Reserved

1.3.7 Binding Commitments

William Fredy, Owner & President / Jason Fredy, Vice President, have the authority to make binding commitments for the Contractor.

1.3.8 Training

All employees are trained the “Method of Control” to minimize the chance of direct contact with blood or potentially contaminated materials. Universal Precautions In-service education meetings are mandatory for all SCI employees and are repeated two times per year.

1.3.9 Security

Contractor requires all employees to complete a criminal history before hire. All back ground checks are completed through the Michigan ICHAT system, employees are required to wear an SCI ID badge and all keys are issued by the supervisor at the beginning of the work day and returned to the supervisor at the end of the work day. (all keys are signed in and out by the employee) Contractor is required to provide a copy of the background check to the CCI for each employee working at the facility.

1.4 Delivery and Acceptance

1.4.1 Time Frames

See the attached LSS sheet for response.

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 State will use the following criteria to determine acceptance of Deliverable(s):

1.5 Proposal Pricing

1.5.1 Pricing

See attached LSS for pricing.

1.5.2 Quick Payment Terms

A quick payment discount of 1% off an invoice if paid within 15 Days from the State's receipt of the invoice.



1.5.3 Price Term

Prices are firm with prospective renegotiation at an agreed upon time. The criteria for a re-determination of pricing are under Section 2.3.5, Price Changes.

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

Invoices should at a minimum, 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 must confirm whether it is able to receive orders by any of the following methods: electronically, phone, facsimile transmission, or by written order. If not, the Contractor must explain its ordering capabilities. The Contractor must have internal controls, approved by DTMB-Procurement, to: (a) ensure that only authorized individuals place orders; and (b) verify any orders that appear to be abnormal.

The Contractor must have: (a) one or more knowledgeable individual(s) specifically assigned to State of Michigan accounts that will respond to State agency inquiries promptly; and (b) a statewide toll-free number for customer service calls. If not, the Contractor must explain how it intends to provide customer service.

1.6.2 Research and Development

The Contractor must explain its ability to invest in new research and development.

1.6.3 Quality Assurance Program

The Contractor must explain its Quality Assurance Program(s).

1.6.4 Warranty for Deliverable(s) – Deleted – Not Applicable

1.6.5 Special Incentives

The Contractor must explain any special incentives that the Contractor is offering, such as return policies, trade-in programs, quantity discounts, etc.

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. The Contractor must explain if it intends to provide such products, including any relevant third-party certification (such as Green Seal, etc.).



1.6.8 Recycled Content and Recyclability- Deleted – Not Applicable

1.6.9 Materials Identification and Tracking

(a) **Hazardous Chemical Identification.** The Contractor must list any hazardous chemical, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number. 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. This list must be updated whenever any other chemical to be delivered is hazardous.

Chemical (if none, enter 'None')	Identification Number

(b) **Mercury Content.** Under MCL 18.1261d, the Contractor must offer mercury-free products whenever possible. The Contractor must explain if it intends to provide products containing mercury and whether cost competitive alternatives exist. If cost competitive alternatives do not exist, the Contractor must disclose the amount or concentration of mercury and justification as to why this particular product is essential. All products containing mercury must be labeled as containing mercury.

(c) **Brominated Flame Retardants.** The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.

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

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2.1 Contract Term

2.1.1 Contract Term

The Contract term begins April 1, 2012 and expires March 31, 2016. All outstanding Purchase Orders will expire upon the termination of the 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 the 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 two additional one year period(s). Renewal must be by mutual written agreement of the parties, not less than 30 days before expiration of the 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 Department of Military and Veterans Affairs (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:

William C. Walsh, CPPB, Buyer/Manager
 Procurement
 Department of Technology, Management and Budget
 Mason Building, 2nd Floor
 PO Box 30026
 Lansing, MI 48909
 E-Mail: walshw@michigan.gov
 Phone: (517) 373-6535

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 Harrington
 Department of Military and Veterans Affairs
 425 Fisher Street
 harringtonm@michigan.gov
 (906) 226-3576 X 354
 (906) 226-3507

2.3.3 Project Manager – Deleted – Not Applicable

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 the 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 the Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

(b) The State or the Contractor may propose changes to the 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 the 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: William C. Walsh, CPPB
 PO Box 30026
 530 West Allegan
 Lansing, MI 48909
 E-Mail: walshw@michigan.gov
 Fax: (517) 335-0046

If to Contractor:

William Fredy
 P.O. Box 339
 2672 US 41
 Marquette, MI 49855
 E-Mail: info@scicleanup.com
 (906) 226-3192

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 the Contract.

2.3.8 Assignments

- (a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under the 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 the 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 the 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 the 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 the 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 the 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 the 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 – Subcontracting will not be allowed for the Contract.

2.5.1 Contractor Responsible – Deleted –Not Applicable

2.5.2 State Approval of Subcontractor – Deleted –Not Applicable

2.5.3 Subcontract Requirements – Deleted –Not Applicable

2.5.4 Competitive Selection – Deleted –Not Applicable

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 Contract time periods. 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 the 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 the 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 the Contract price plus an additional amount equal to 10% of the State's cost to cure the deficiency; or (iii) fully or partially terminate the 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 the 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 the 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 the 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 bidder for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this Contract to any other bidder before the award of the 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 the Contract is awarded.



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 the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers, and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. 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

(a) To the extent permitted by law, the Contractor must indemnify 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) resulting from any action threatened or brought against the State to the extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

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

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

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 the 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 the 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 the 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. The 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 the 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 the 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 the 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, the Contract price, or both, and the 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 the 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 this 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 Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.24.7 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 the Contract documents;
- (e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under the Contract; and
- (f) Bidder 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 this Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of this 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.



Attachment A

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL SERVICES

I. LOCATION SPECIFICATIONS

A. CONTRACT AND CCI INFORMATION

D J JACOBETTI HOME FOR VETERANS

<u>CONTRACT INFORMATION</u>			
NEW CONTRACT START DATE:	4/1/2012	CONTRACT END DATE:	<u>3/31/2016</u>
PREVIOUS CONTRACT #:			
NUMBER OF YEARS:	<i>4 year contract with 2 - 1 year option to extend</i>		
CONTRACTING AGENCY NAME:	<i>DEPT OF MILITARY & VETERANS AFFAIRS</i>		
BUILDING NAME AND NUMBER:	<i>D. J. JACOBETTI HOME FOR VETERANS</i>		
BUILDING ADDRESS:	<i>425 FISHER STREET, MARQUETTE, MI 49855</i>		
IS THIS LOCATION CURRENTLY ON CRO "SET ASIDE" STATUS?	<i>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></i>		
REGION and COUNTY:	<i>Region: SUPERIOR County: MARQUETTE</i>		
<u>PROCUREMENT CONTACT INFORMATION</u>			
PROCUREMENT OFFICE NAME:	<i>PURCHASING</i>		
PROCUREMENT OFFICE CONTACT NAME:	<i>Susan Belfry-Mellon</i>	CONTACT TELEPHONE #:	<u>906-226-3576x351</u>
PROCUREMENT OFFICE CONTACT E-MAIL:	<i>MELLONS@MICHIGAN.GOV</i>	CONTACT FACISIMILE #:	<u>906-226-3507</u>
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	<i>MICHAEL HARRINGTON</i>	CONTACT TELEPHONE #:	<u>906-226-3576x354</u>
CCI / FM CONTACT E-MAIL:	<i>HARRINGTONM@MICHIGAN.GOV</i>	CONTACT FACISIMILE #:	<u>906-226-3507</u>



B. BUILDING SPECIFICATION INFORMATION

BUILDING LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	7 DAYS /WK	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	24 HRS
NUMBER OF EMPLOYEES:	160	APPROXIMATE DAILY VISITORS:	VARIES DAILY
IDENTIFY DAYS OF CLEANING SERVICE:	7 DAYS + HOLIDAYS	IDENTIFY HOURS OF CLEANING SERVICE:	7:30 A.M. TO 4:00 FOR MOST SERVICES. 2 ND SHIFT ALSO.
TOTAL BUILDING SQ. FT. TO BE CLEANED:	103,192	NUMBER OF STORIES IN BUILDING:	4
TOTAL SQ. FT. OF CARPET TO BE CLEANED:	10,401	AREA(S): 1 ST , 2 ND , 3 RD , AND GROUND FLOOR	
TOTAL SQ. FT. OF "HIGH TRAFFIC" CARPET AREA(S) TO BE CLEANED:		AREA(S):	
TOTAL SQ. FT. OF VINYL TO BE CLEANED:	77,367	AREA(S): 1 ST , 2 ND , 3 RD , AND GROUND FLOOR	
TOTAL SQ. FT. OF CERAMIC TO BE CLEANED:	8,440	AREA(S): BATHROOMS AND SHOWERS	
TOTAL SQ. FT. OF CEMENT TO BE CLEANED:		AREA(S):	
TOTAL SQ. FT. OF TERRAZO TO BE CLEANED:	6,984	AREA(S): 1 ST , 2 ND , 3 RD , AND GROUND FLOOR	
TOTAL SQ. FT. OF RUBBER TO BE CLEANED:		AREA(S):	
NUMBER OF RESTROOMS IN BUILDING:	115	NUMBER OF TOTAL UNITS FOR BUILDING RESTROOM(S):	151 TOILETS, 204 SINKS, 34 SHOWERS
		<i>NOTE:</i>	
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, ALL INTERIOR AND EXTERIOR (IF ACCESSIBLE FROM INSIDE THE BUILDING OR FROM THE GROUND OUTSIDE). INCLUDES SCREENS WHERE APPLICABLE. CLEANING SCHEDULE IS IN WORK STATEMENT. ALL FLOORS ARE COVERED.		



<p>Does location have child play area(s), gymnasium, locker room, etc? If so, please identify along with cleaning standard.</p>	<p>CONFERENCE ROOM, CHAPEL, RECREATION HALL, AND EMPLOYEE LOCKER ROOMS AVAILABLE AND CLEANING SCHEDULE IS IN WORK STATEMENT.</p>
<p>What is the RECOMMENDED Level of Insurance Risk for this Contract? [EXAMPLE: LOW, MODERATE OR HIGH] NOTE: DMB-OAS & AGENCY to determine</p>	

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

In-scope -- work requirements which may be unique to our facility in addition to cleaning the light fixtures, the contractor is also responsible for changing the light bulbs, cleaning of state-owned vehicles upon request, blood spill clean up and clean up of other biohazards, and this contract includes handling of soiled and clean laundry/linen (not laundering services).

Out-of-scope – all snow removal including walkways.

Work Area A & B will be defined at pre-bid site visit.

D J Jacobetti Home for Veteran’s is a long-term health care facility and Contractors are encouraged to utilize green cleaning products, when applicable; meeting the following standards but also must remain in compliance with Home’s infection control policies.

- Certified by Green Seal;
- Certified by Environmental Choice Eco Logo Program;
- Recognized by the US Environmental Protection Agency Design for the Environment (DFE) Formulator Program (for chemicals only);
- In compliance with the US Environmental Protection Agency Comprehensive Procurement Guidelines for Commercial and Industrial Sanitary Tissue (for paper products only);
- Testing data documentation for an independent third-party laboratory verifying that the product meets the criteria of at least one of the Green Seal Standards (GS-37, GS-41, GS34, and GS-8 for chemicals and GS-9 for paper) or EcoLogo Standards (CCD-104, CCD-146, or CCD-148 for chemicals and CCD-86 for paper). Only laboratories that maintain accreditation meeting the standards of ISO/IEC 17025 may conduct the required testing;
- Bio-based;
- Bio-renewable;
- Environmentally friendly, recycled, energy star compliant;
- Federal Energy Management Program (FEMP) Energy Efficient;
- U S Environmental Protection Agency (EPA) Program Approved;
- Electronic Product Environmental Assessment Tool (EPEAT);
- Recycled Content;

Please identify in bid response green products the Bidder intends to use that meet at least one (1) of the above standards. **All green products to be used at this facility must first receive approval from Jacobetti Home for Veterans Infection Control Officer and/or Medical Director.**



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 – GENERAL OFFICE WORK AREA WORK AREA A				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, dust mop & damp mop hard surface floor if applicable. Remove spots/stains from carpet. Clean telephone and cords, dust/clean office and spot clean interior windows as needed. Dust clean office furniture and spot clean interior windows as needed.	1x day M-F (3-11pm) (248/yr) excludes state holidays					
b. Empty waste receptacles and remove recycled paper	1x day M-F (248/yr) exclu des state holidays					
c. Conference Rooms, Chapel, Recreation Rooms – empty waste receptacles, vacuum floor, dust, dust mop, damp mop, buff floors as needed.	1 x day (365 / yr)					
2. Restrooms						
a. Close restroom	1x day (365 / yr)					
b. Empty waste receptacles	1x day (365 / yr)					
c. Fill dispensers	1x day (365 / yr)					
d. Dust	1x day (365 / yr)					
e. Clean and disinfect waste receptacles	1x day (365 / yr)					
f. Dust mop	1x day (365 / yr)					
g. Clean and disinfect sinks	1x day (365 / yr)					
h. Clean glass and mirrors	1x day (365 / yr)					
i. Clean and disinfect toilets and urinals	1x day (365 / yr)					
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	1x day (365 / 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)
cleaning.						
k. Damp mop – disinfect floors – ensure floors are swept, dust mopped prior to mopping. (Note: Damp mops that are used in restrooms are not to be used for non-restroom areas.)	1x day (365 / yr)					
l. Scrub restroom floors.			1 x / mo			
m. Maintain floor drain(s)/traps free of odors.	1x day (365 / yr)					
n. Service restrooms as requested by Facility Manager	1x day (365 / yr)					
3. Drinking Fountains						
a. Clean, disinfect and wipe dry	1x day (365 / yr)					
4. Lobbies and Corridors						
a. Empty trash/recyclable paper pick up	1x day (365 / yr)					
b. Remove carpet runners, clean floor and replace runners	1x day (365 / yr)					
c. Vacuum carpet and runners	1x day (248/yr)					
d. Extract all entrance matting/runners weekly or as needed.		1 x wk (or as needed)				
e. Dust mop	1x day (365 / yr)					
f. Damp mop or machine scrub	1x day (365 / yr)					
g. Maintain clean glass - includes entrance doors	1x day (365 / yr)					
h. Completely dust all fixtures - includes ledges, edges, shelves, exposed pipe, furniture, partitions, door-frames, etc.	1x day (365 / yr)					
i. Damp wipe all non-upholstered furniture, tables & counter areas	1x day (365 / yr)					
j. Scrub/buff all corridors daily.	1 x day (365/yr)					
5. Wall /Partition Cleaning / Washing						
a. Spot cleaning - including light switches			1x mo (12/yr)			
b. Thorough wall / partition vacuuming and washing			1x mo (12/yr)			
c. Clean partition / glass windows			1x mo			



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)
			(12/yr)			
6. Stairway Cleaning						
a. Vacuum/dust mop		1x wkly (52/yr)				
b. Dust		1x wkly (52/yr)				
c. Clean w/ disinfectant & wipe dry handrails & doorknobs		1x wkly (52/yr)				
d. Damp mop		1x wkly (52 / yr)				
e. Spot clean walls and glass		1x wkly (52 / yr)				
7. Elevator Cleaning						
a. Clean door guide tracks	1x day (365 / yr)					
b. Dust and mop, damp wipe, disinfect, and wipe dry handrails, cab walls, doors, and button panel.	1x day (365 / yr)					
c. Vacuum carpet – not applicable at this facility.						
9. Thoroughly Clean Store Rooms/Janitor Closets, Dock Areas; empty waste receptacles, dust mop, damp mop. SPECIAL NOTE: No bagged trash is to be left in janitor closets overnight.	1x day (365 / 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 to include: vacuum carpet, sweep & damp mop hard surface floors, remove spots/stains from carpet and empty waste receptacles as applicable.						
a. Conference rooms		1 x wkly (52 / yr)				
b. Clean drawing boards in conference rooms		1 x wkly (52 / yr)				
c. Lunch/break rooms, coffee areas, vending machine areas, lounges, recreation areas	1x day (365 / yr)					
d. Includes cleaning of table and counter tops.	1x day (365 / 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)
11. Variable Procedures						
a. Empty outside trash receptacles & clean outside entrance areas (pick up trash & cigarette butts).		1x wk (Sat.)				
b. Wash all waste receptacles (inside & out) which present a soiled or odorous condition & disinfect.			1x mo, or as needed (12/yr)			
c. Replace waste receptacle liner when soiled or worn.			2x mo, or as needed (24/yr)			
d. Clean vents, diffusers, exhaust vents, radiator covers, cabinets		1 x wk				
e. Dust/clean baseboards		1 x wk				
f. Clean and wash all exterior and interior door frames and kick plates.			1 x mo			
g. Dust and damp wipe all window ledges.	daily					
h. Vacuum/spot clean fabric upholstered furniture			2 x mo			
i. Clean carpet in high traffic areas			1 x mo			
j. Apply anti-static spray to vacuumed carpet in office areas.	As needed					
k. Remove scuff marks in stairways and hard floor areas. Clean light switches and other control devices.	1x/day					
12. WINDOWS						
See Periodic Cleaning Services						
BASIC SERVICES – HEALTHCARE, PHYSICAL THERAPY, NURSING UNITS, NURING UNIT OFFICE AREA, AND MEDICATION ROOMS WORK AREA B				N/A	N/A	N/A
a. Emergency cleanup, e.g., blood spills	70 hours/year					
b. Member room changes			10 x mo			
c. Floor care – dust mop, wet mop, light scrubbing in hallways and members rooms	1 x day					
d. Clean baseboards, wash beds.	1 x day					
e. Member room furniture – clean and disinfect facility/member furniture (over the bed tables, dressers, chairs).	1 x day					



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)
f. Restrooms – clean and disinfect 158 (sink and toilet) and 32 bathrooms (sink, shower, toilet)	1 x day					
g. Bath and shower areas – germicidal solutions shall be administered and dispensed in bath tubs and surrounding shower room areas.	1 x day					
h. Scrub restroom floors			1 x mo			
i. Linen and Laundry – Pick up and deliver from floors soiled linen and soiled personal clothing to soiled linen holding area.	3 x daily					
i. PART 2. Pick up from receiving and deliver clean linen to nursing units	1 x daily (day shift)					
i. PART 3. Pick up from receiving and deliver clean linen to members rooms. (estimated 20 daily man hours to accomplish this task).	1 x daily (day shift)					
k. Pick up from receiving clean personal clothing to member rooms	1 x daily (day shift)					
l. Cleaning and sanitizing computer keyboards that are supplied by State for member's use in common areas.	1 x day					
3:00 p.m. – 11:00 p.m. SHIFT						
TRASH PICK-UP: Trash from all units to be picked up and taken to compactor and compacted.	2 x daily					
LAUNDRY SERVICE: Pick up soiled laundry from all units and deliver to soiled linen holding room.	2 x daily (Night Shift)					
HALLWAYS – Clean/refinish (wax)		1 x wk				
Clean and sanitize wheelchairs, medication carts, geriatric chairs, ice machines, and shower chairs (est. 35 chairs/week)	Daily					
Drinking fountains – clean and disinfect			1 x mo			
Intensive Floor Care – High speed burnish hard floors (vinyl and terrazzo), wet scrub and rinse		1 x wk				
PERIODIC 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)
1. Periodic Cleaning Services						
a. Clean blinds, curtains, window treatments						1x/yr
b. Clean open space partition furniture cubicles with an upholstery detergent/extractor.						1x/yr or as needed
c. Clean air and exhaust vents and radiator cabinets.				4x / 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)
(Work Area B)						
d. Drapes/cubicle curtains. Remove and exchange prior to linen service pickup. (Work Area B)					2x/yr or as needed	
e. Clean light fixtures (Work Area B)					2x/yr	
f. Wash Walls (Work Area B)						1x/yr
g. Clean windows (and screens) on exterior of building inside and outside. Outside must be cleaned only if accessible from the ground or from inside the building.					2x/yr April/Oct	
h. Extract carpet in high traffic areas.					2x/yr	
i. Extract Carpet — whole contract area						1x/yr
j. Strip & refinish all hard surface floors (all non-restroom areas)					2x/yr	
k. Top strip and refinish floors (six weeks after strip, seal and refinish).					2x/yr	
l. Extract carpet areas such as conference rooms, employee lounges, offices, etc.					2x/yr	
m. Interior room wall shoe base strip (remove layered wax build up).					2x/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	Agency
Hand soap	Agency
Feminine Sanitary vending supplies & Disposal bags	Agency
Toilet tissue	Agency
Plastic Trash Can Liners	Contractor
Air Fresheners	Contractor
Gloves	Contractor

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



Attachment B – Pricing Sheet
Janitorial / Housekeeping Services

MICHIGAN DEPARTMENT OF Military and Veterans Affairs

Location D. J. JACOBETTI HOME FOR VETERANS, 425 FISHER STREET, MARQUETTE, MI 49855

Square Foot of Area to be cleaned: 103,192 sq. ft.

TOTAL AVERAGE cost per square foot per month for Basic Janitorial Services (do not include periodic services): \$.43

TOTAL AVERAGE cost per square foot per year for Basic Janitorial Services (do not include periodic services): \$5.16

CLEANABLE SQUARE FOOTAGE per hour per person used to determine Basic Janitorial Services (do not include periodic services): 1500

A. BASIC JANITORIAL SERVICES – Daily, weekly, monthly tasks. Refer to Location Specification Sheet for details.
 (Do NOT include Periodical Services)

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.

1. DAYTIME CLEANING

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total	
Cleaners	7	X	7	X	\$17.00	X	248	=	\$206,584.00	
Cleaners	1	X	4	X	\$17.00	X	248	=	\$16,864.00	
Specialty Cleaners	2	X	7	X	\$17.00	X	248	=	\$59,024.00	
Supervisor Non-Cleaning Time	1	X	8	X	\$20.50	X	248	=	\$40,672.00	
Weekend daytime cleaning	2	X	8	X	\$17.00	X	117	=	\$31,824.00	
Specialty weekend daytime cleaning	1	X	8	X	\$17.00	X	117	=	\$15,912.00	
									Insurance & Fringe Benefits (If not included in hourly rate)	included
									Cost of Supplies & Rentals	\$49,450.00
									Profit	\$23,000.00
									Total Yearly Daytime Cleaning (A)	\$443,330.00

2. NIGHTTIME CLEANING

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total	
Cleaners	2	X	8	X	\$17.00	X	248	=	\$67,456.00	
Specialty Cleaners		X		X		X	248	=		
Supervisor Cleaning Time		X		X		X	248	=		
Supervisor Non-Cleaning Time		X		X		X	248	=		
Weekend night time cleaners	1	X	8	X	\$17.00	X	117	=	\$15,912.00	
									Insurance & Fringe Benefits (If not included in hourly rate)	included
									Cost of Supplies & Rentals	\$4,800.00



Profit	\$6,000.00
Total Yearly Nighttime Cleaning (B)	\$94,168.00

B. PERIODIC CLEANING SERVICES - Please list the individual tasks for Quarterly, Semi Annual and Annual services from the Location Specification Sheet.

1. Quarterly Services - List the individual tasks for Quarterly 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
Dry dust blinds, clean air and exhaust fans and radiator cabinets (3-11 shift work area B)	\$205.00	+	\$	+	\$10.00	+	\$40.00	=	\$255.00
	\$	+	\$	+	\$	+	\$	=	\$
	\$	+	\$	+	\$	+	\$	=	\$
	\$	+	\$	+	\$	+	\$	=	\$
	\$	+	\$	+	\$	+	\$	=	\$
Total Yearly Quarterly Services (C)									\$255.00

2. Semi-Annual Services - List the individual tasks for Semi-Annual 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
Clean carpet extract high traffic areas	\$280.00	+		+	\$20.00	+	\$50.00	=	\$350.00
Drapes/cubicles curtains, remove and exchange prior to linen service pick up. (3-11 shift-work area B)	\$1,100.00	+		+	\$0	+	\$100.00	=	\$1,200.00
Dry dust walls, ceilings and light fixtures (3-11 shift, work area B)	\$1,150.00	+		+	\$10.00	+	\$100.00	=	\$1,260.00
Clean carpet in high traffic areas	\$460.00				\$35.00	+	\$40.00	=	\$535.00
Extract carpet areas such as conference rooms, employee lounges, etc.	\$380.00				\$40.00	+	\$35.00	=	\$455.00
Interior wall shoe base strip (remove layered wax build up)	\$240.00				\$110.00	+	\$30.00	=	\$380.00
Strip and refinish all hard service floors (all non-restroom areas)	\$18,000.00	+		+	\$20,000.00	+	\$2,000.00	=	\$40,000.00
Top strip and refinish floors (six weeks after strip, seal and refinish	\$8,000.00	+		+	\$9,500.00	+	\$1,800.00	=	\$19,300.00
Total Yearly Semi-Annual Services (D)									\$63,480.00

3. Annual Services - List the individual tasks for Annual 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
Wash walls (3-11 shift Work Area B)	\$2,190.00	+		+	\$60.00	+	\$500.00	=	\$2,750.00
Carpet Cleaning – Whole contract area	\$790.00	+		+	\$45.00	+	\$65.00	=	\$900.00
	\$	+	\$	+	\$	+	\$	=	\$
	\$	+	\$	+	\$	+	\$	=	\$
	\$	+	\$	+	\$	+	\$	=	\$
Total Yearly Annual Services (E)									\$3650.00

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)	\$604,883.00	(G)
FINAL QUOTE FOR FOUR (4) YEAR BID: (G x 4)	\$2,419,532.00	

D. FINAL MONTHLY BID

FINAL MONTHLY BID: (A+B)/12 *Does not include Periodical Services	\$44,791.50
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E. ADDITIONAL SERVICES

Description	Quote Per Hour
Emergency Services: (Includes cleaning services for emergency situations such as restrooms overflow, etc.)	\$17.00
Infectious Disease Control: (Refer to LSS for a complete description)	\$17.00
Miscellaneous facility maintenance services: (Includes light maintenance such as hanging paper towel dispensers or	\$17.00



Description	Quote Per Hour
hanging storage shelves)	
Cleaning of State-Owned Vehicles	\$17.00