

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

October 6, 2009

CHANGE NOTICE NO. 6
TO
CONTRACT NO. 071B3001061
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Carlton Harris Harris Cleaning Service 17624 Stahelin Street Detroit, MI 48219 acoraclean@aol.com	TELEPHONE (313) 387-0526 Carlton Harris
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1218 Brandon Samuel
Contract Compliance Inspector: Ida Gillespie (248) 583-8827 CS-138 431S0002307 Janitorial Services – Madison heights / Department of Human Services	
CONTRACT PERIOD: 5 years From: December 1, 2002 To: March 31, 2010	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE:

Effective October 1, 2009, the following rate reductions are hereby INCORPORATED into this Contract (see page two, Pricing Sheet).

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

AUTHORITY/REASON:

Per vendor agreement (email dated 9/29/09), and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$370,449.20

PRICING SHEET

Part I

Prices are to include the daily, weekly and monthly services only, as outlined in the specifications:

Description:	Estimated price per month
Janitorial Services	\$2,958.50

Part II

Price to perform these periodic services as outlined in the attached specifications. The price for periodic services are not to be included in the monthly price above. The vendor is required to submit a separate billing as services are performed. Payment will be issued only after services are satisfactorily completed.

Description: Periodic Services	Price per Service
Quarterly Services	
Strip, seal, wax and buff lunchroom and employee entrance areas.	\$291.00
Semi-Annual Services:	
Clean Carpets (Shampoo): Full Contract area	\$582.00
Annual Services:	
1. Clean light fixture(s) lens(es)	\$291.00
2. Wash and thoroughly clean air diffusers.	\$242.50

Contractor's Name: Carlton Harris Telephone #: 313-387-0526

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

May 4, 2009

CHANGE NOTICE NO. 5
 TO
 CONTRACT NO. 071B3001061
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Carlton Harris Harris Cleaning Service 17624 Stahelin Street Detroit, MI 48219 <u>acoraclean@aol.com</u>	TELEPHONE (313) 387-0526 Carlton Harris
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1218 Brandon Samuel
Contract Compliance Inspector: Ida Gillespie (248) 583-8827 CS-138 431S0002307 Janitorial Services – Madison heights / Department of Human Services	
CONTRACT PERIOD: 5 years From: December 1, 2002 To: March 31, 2010	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE:

Effective April 21, 2009, this Contract is hereby EXTENDED through March 31, 2010, and INCREASED by \$100,000.00. NOTE: The DMB Buyer for this Contract is changed to Brandon Samuel (517) 241-1218 SamuelB@michigan.gov.

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

AUTHORITY/REASON:

Per request of MDHS, vendor agreement (letter dated 3/16/09), Ad Board approval on 4/21/09, and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: **\$370,449.20**

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

September 18, 2008

**CHANGE NOTICE NO. 4
 TO
 CONTRACT NO. 071B3001061
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Carlton Harris Harris Cleaning Service 17624 Stahelin Street Detroit, MI 48219 acoraclean@aol.com	TELEPHONE (313) 387-0526 Carlton Harris
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1218 Andre' Morrow, C.P.M., CPPB
Contract Compliance Inspector: Ida Gillespie (248) 583-8827 CS-138 431S0002307 Janitorial Services – Madison heights / Department of Human Services	
CONTRACT PERIOD: 5 years From: December 1, 2002 To: April 1, 2009	
TERMS <p align="center">N/A</p>	SHIPMENT <p align="center">N/A</p>
F.O.B. <p align="center">N/A</p>	SHIPPED FROM <p align="center">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p align="center">N/A</p>	

NATURE OF CHANGE (S):

Effective September 12, 2008, this Contract is hereby EXTENDED through April 1, 2009, and INCREASED by \$16,479.20. NOTE: The DMB Buyer for this Contract is changed to Andre' Morrow (517) 241-1218.

All other terms, conditions, specifications, and pricing not noted above remain the same.

AUTHORITY/REASON:

Per request of the Department of Human Services (PRF dated 8/28/08), Vendor agreement (letter dated 9/10/08) and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$270,449.20

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

June 6, 2007

**CHANGE NOTICE NO. 3
 TO
 CONTRACT NO. 071B3001061
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Carlton Harris Harris Cleaning Service 17624 Stahelin Street Detroit, MI 48219 <p style="text-align: right;">acoraclean@aol.com</p>	TELEPHONE (313) 387-0526 Carlton Harris
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-0684 Erica Busick
Contract Compliance Inspector: Ida Gillespie (248) 583-8827 CS-138 431S0002307 Janitorial Services – Madison heights / Department of Human Services	
CONTRACT PERIOD: 5 years From: December 1, 2002 To: November 30, 2008	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby **EXTENDED** through November 30, 2008, and **INCREASED** by \$39,550.00. NOTE: The Buyer for this Contract is hereby changed to Erica Busick. All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per agency request and DMB/Purchasing Operations.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$253,970.00

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

June 24, 2004

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B3001061
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Carlton Harris Harris Cleaning Service 17624 Stahelin Street Detroit, MI 48219 acoraclean@aol.com	TELEPHONE (313) 387-0526 Carlton Harris
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1218 Andre' K. Morrow, CPPB
Contract Compliance Inspector: Ida Gillespie (248) 583-8827 CS-138 431S0002307 Janitorial Services – Madison heights / Michigan Family Independence Agency	
CONTRACT PERIOD: 5 years From: December 1, 2002 To: December 1, 2007	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

Effective May 17, 2004, this Contract is hereby amended as follows:

The FIA office located at 31170 John R Rd., Madison Heights MI., 48071, has moved to a new location and is now permanently closed. The janitorial services offered under this contract are no longer required for this location. The vendor is hereby ordered to stop any work at this location after this effective date.

Janitorial services provided under the terms and conditions of this contract shall continue through this contracted vendor at the new FIA office located at:

MICHIGAN FAMILY INDEPENDENCE AGENCY
OAKLAND COUNTY District II Madison Heights
30755 Montpelier
Madison Heights MI, 48071

The specifications and pricing for these new services has been revised and replaced with the attached. All other terms and conditions shall remain the same.

AUTHORITY/REASON:

Per agency AS-1 request dated 05/11/04 from Miriam Elias-Norris and the vendor's price proposal dated 06/15/04. This amendment is in accordance with the Contract's Modification Clause.

Contract #071B3001061

Change Notice #2

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INCREASE: \$ 0.00

TOTAL CONTRACT VALUE REMAINS UNCHANGED: \$214,420.00

Michigan Family Independence Agency, Oakland County District II Madison Heights 30755
Montpelier Madison Heights, MI 48071

PRICING SHEET

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

Part I

Quoted prices are to include the daily, weekly and monthly services only,
as outlined in the specifications:

Description:	Estimated price per month
Janitorial Services	\$3,050.00

Part II

Quote your price to perform these periodic services as outlined in the attached specifications.
The price for periodic services are not to be included in the monthly price above.
The vendor is required to submit a separate billing as services are performed.
Payment will be issued only after services are satisfactorily completed.

Description: Periodic Services	Price per Service
Quarterly Services	
Strip, seal, wax and buff lunchroom and employee entrance areas.	\$300.00
Semi-Annual Services:	
Clean Carpets (Shampoo): Full Contract area	\$600.00
Annual Services:	
3. Clean light fixture(s) lens(es)	\$300.00
4. Wash and thoroughly clean air diffusers.	\$250.00

Contractor's Name: Carlton Harris Telephone #: 313-387-0526

I-C JANITORIAL SPECIFICATIONS

071B3001061

CHANGE NOTICE EFFECTIVE DATE: MAY 17, 2004

Location: **MICHIGAN FAMILY INDEPENDENCE AGENCY**
OAKLAND COUNTY District II Madison Heights
30755 Montpelier
Madison Heights MI, 48071

CONTRACT ADMINISTRATOR: Ida Gillespie (248) 583-8827

Area to be cleaned:

22,500 sq.ft. carpeted includes
2,452 sq. ft. high traffic areas (hallways)

2,567 sq.ft. non-carpeted includes
526 sq. ft. vinyl (Lunchroom, Employee entrance vestibule)
1047 sq. ft ceramic/quarry tile (restrooms)
994 sq. ft. rubber floor (client/main vestibule, lobby)

120 Work Stations (employees)

Services to be Performed 5 days/week (Monday thru Friday) or as prior approved by Contract Administrator.

B. CLEANING TASKS FREQUENCIES

I. DAILY SERVICES: MONDAY THRU FRIDAY

A. ROOM CLEANING

Office Areas, File Rooms, Conference Rooms, etc.

1. Empty waste receptacles and remove waste to designated area.
2. Wash or damp wipe, inside and outside, all waste receptacles presenting a soiled or odorous condition.
3. Replace liners when torn or soiled.
Empty outside trash receptacles.
4. Dust mop all vinyl tile floors. Damp mop all spills. Buff floors, applying spray wax if needed.
5. Sweep and damp mop endura rubber floors in Lobby and client/main vestibule.
6. Thoroughly vacuum all carpeted floors including corners, and underneath partitions each and every day. (Refer to General Definitions for quality of care expected.)
7. Spot clean all carpeted areas.
8. Remove all mats and runners and clean floor area underneath. Clean all mats and runners by best means. Replace all mats and runners.
9. Clean and disinfect drinking fountains.

10. Clean and polish all entrance glass.
11. Move all lobby chairs and clean floor area underneath and replace chairs in proper place.

B. RESTROOMS

7 Restrooms 35 Units 1,047 sq. ft. Ceramic & Quarry Tile Floor Space
(included in non-carpeted floor space)

1. Clean and sanitize all units. Clean pipes beneath all sinks.
2. Clean mirrors and counters and polish chrome.
- **3. Refill dispensers. (See section: Replenishable Supplies).
4. Empty and disinfect all sanitary napkin receptacles.
5. Sweep and damp mop floors with a germicidal solution paying special attention around wash bowls, toilets and urinals.
6. Empty waste receptacles.
7. Clean switch, door and kick plates.
8. Maintain floor traps free of odor.
9. Clean and sanitize wall hand-dryers.

II. WEEKLY SERVICE

A. ROOM CLEANING

Office Areas, File Rooms, Conference Rooms, etc.

1. Dust high and low, including clocks, all surfaces on which dust gathers.
2. Clean all cleared desk and counter top areas with approved desk/counter cleaner.
3. Wet clean and dry brush endura rubber floor area according to attached instructions.
4. Remove all cobwebs, clean baseboards.
5. Clean, spray wax and buff all vinyl tiled surfaced floors.
6. Clean by most appropriate means all lobby furniture. Wash thoroughly all children's furniture and fiberglass/vinyl furniture.

B. RESTROOMS

1. Clean partition walls and doors with germicidal solution, making sure to thoroughly rinse.
2. Thoroughly clean, scrub by agitation (with hand brush or mechanical machine) and disinfect ceramic tile floors, with special attention to grouting, corners of floor, baseboards, and stalls.
3. Spot clean walls around sinks, waste receptacles, behind urinals and toilets.

4. Dust radiators, grills, ledges, etc.

III. MONTHLY SERVICE

A. ROOM CLEANING

Office Areas, File Rooms, Conference Rooms, etc.

1. Dust/vacuum window hangings.
2. Clean all carpeted areas of heavy traffic showing noticeably greater soil than general area.
3. Spot clean walls, doors, etc., removing all cobwebs, finger prints, smears and stains.
4. Clean partition glass.
5. Vacuum exposed air bars and heating outlets.

B. RESTROOMS

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

C. WINDOWS - MONTHLY

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

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

IV. QUARTERLY SERVICE

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

Strip, seal, wax and buff vinyl tiled surfaced floors in Lunchroom and employee entrance vestibule.

V. SEMI-ANNUAL SERVICE

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

A. ROOM CLEANING

Office Areas, File Rooms, Conference Rooms, etc.

1. Shampoo or steam clean carpets by commercial methods: Full contract area.

VI. ANNUAL SERVICE

1. Clean light fixtures lens.

2. Wash and thoroughly clean all air diffusers in the building.

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

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

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

HOURS OF WORK:

Work hours of contractor servicing this contract **must** be between the hours of 5:30 a.m. and 8:30 p.m.. The Contract Administrator will establish the appropriate schedules for work to be performed as required by the above cleaning frequencies. The Contractor must adhere to these schedules.

CONTRACT PAYMENT SCHEDULE/BILLING

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

MICHIGAN FAMILY INDEPENDENCE AGENCY
Oakland County District II Madison Heights
30755 Montpelier St.
ATTEN: Ida Gillespie

ATTACHMENT

INSTRUCTIONS FOR MAINTENANCE OF ENDURA RUBBER FLOORING

Endura is one of the longest wearing, most beautiful, most forgiving and toughest floors available. Its built-in wax helps release dirt, grim, gum and tobacco tars, and helps keep Endura's luster through years of service without waxing. Good and regular maintenance procedures are important to preserve these qualities. Excessive soil and grit are the sources of abrasion and, if not regularly removed, it will shorten the life of the tile or may require a surface treatment for the tile. We have prepared the following recommendations and instructions which apply to most installations.

NEW ENDURA INSTALLATIONS – INITIAL CLEANING

- A. The removal of any adhesive on the face of the tile should be accomplished by the flooring contractor while the adhesive is fresh.
1. If residue of the adhesive is still uncured or soft, remove with mineral spirits or warm water on a cloth.
 2. If the adhesive is hard, its removal is almost impossible, but the following procedures may be helpful:
 - Apply mineral spirits with a cloth.
 - Allow to stand for five minutes.
 - Chip off adhesive with either a wooden or plastic spatula – do not use steel wool or abrasive pad.
 - Wipe dry.

Some dullness may result, but luster will reappear with normal maintenance.

- B. Initial Cleaning
- Caution: Allow at least 72 hours for complete adhesive cure prior to initial wet cleaning of Endura.*
1. Sweep the floor clean.
 2. Prepare a neutral floor cleaning solution (pH of 7.8) using a recommended detergent mixed in warm water. For light to moderate soil, the dilution ratio is usually 4 liquid oz. per gallon of warm water (see Recommended Cleaning Detergents).
 3. Apply the solution with a deck brush or a nylon or rayon mop. Allow the solution to stand for five minutes.
 4. Scrub after 5 minutes.
Small installation – Use a deck brush
Large installation – Use a single or double brush floor scrubbing machine. Use a 22 gauge flagged nylon bristle for the scrubbing machine (see Recommended Brushes).
Scrubbing RPM should not exceed 350.
 5. Wet vacuum or mop up the solution.
 6. Rinse with cold water and then remove all water.
 7. For added luster, it is suggested to dry brush after the flooring is thoroughly dry (at least 2-3 hours).

During Endura's Break-in-Period (the 30 days immediately following its installation) Endura undergoes a maturing process whereby the natural, reemerging waxes have not yet reached the surface. Special care should be taken to not "over clean" or use harsh detergents (high PH) which may reduce the emergence of the natural waxes. Endura may not look as bright, nor be an easy to maintain, or tend to "track" during this period. To help facilitate the benefits of the built in waxes and provide a bright appearance, Endura recommends the use of a combination cleaner and maintainer such as TASKI WI wax. After the Endura floor has been thoroughly

cleaned and dry using a neutral PH detergent, a one to one solution of combination cleaner and maintainer applied to the Endura floor will enhance the appearance and make subsequent cleanings easier. Apply with standard mopping equipment. Note: after installation, wait at least 72 hours for urethane, epoxy or contact adhesive to cure before initial cleaning.

REGULAR ENDURA MAINTENANCE AFTER INITIAL CLEANING

A. Wet Cleaning

1. Sweep the floor.
2. Prepare the neutral floor cleaning solution (pH of 7-8) using a recommended detergent mixed in warm water: For light soil, the dilution ratio is usually 2 liq.oz. per gallon of warm water (see Recommended Cleaning Detergent).
3. Apply the solution with a deck brush or with a nylon or rayon mop. Allow the solution to stand for five minutes. If an automatic scrubber is used, apply the solution with the machine.
4. Scrub the wet surface with a deck brush or automatic scrubber with the vacuum turned off.
5. Remove the solution with a mop or wet vacuum, or with the scrubbing machine with the vacuum turned on.
6. For added luster, it is suggested to dry brush after the flooring is thoroughly dry (at least 2-3 hours).

Small installations – Use a bath towel wrapped around a push broom.

Large installations – Use a polishing machine (RPM up to 350) using a **Union Fibre or bristle brush (see Recommended Brushes)**.

CAUTION:

1. DO NOT use strong solvent cleaners such as Lestoil, Top Job, Pinesol and similar products. NEVER use gasoline, turpentine or acetone.
2. DO NOT use black, brown, green, red or beige pads!
3. DO NOT use cleaners or polishers that exceed 350 RPM!
4. DO NOT apply unapproved acrylics, waxes or topcoating.

QUESTIONS

- A. Spot Cleaning & Black Scuff Mark Removal
 1. Spray Windex or similar mild solution on area to be cleaned.
 2. Wipe clean with a soft dry cloth or towel.
 3. Buff area with a soft dry towel to help return the luster.

- B. Removing Gum
 1. Spray Orange Desolvit on the stuck gum.
 2. Remove with a wood or teflon spatula.
 3. Remove residue of gum with mineral spirits.
 4. Buff area with soft dry towel to help return the luster.

SPECIAL CLEANING QUESTIONS OR CIRCUMSTANCES

If Endura has been subject to any of the following:

- Over scrubbing
- Solvent or acid spill
- Over concentration of cleaner
- Abrasive pad or too stiff a brush

The tiles will look very dull and will pick up tracked soil easily.

SUGGESTED REMEDY

To help restore the tile to its normal luster and condition, please follow these instructions:

1. Tiles must now be scrubbed clean. Use TASKI Proll.
2. With a mop, apply a one to one mixture of TASKI WI wax evenly onto the cleaned tile.
3. The normal use of Endura will not require the use of floor finishes. Endura's internal waxes will provide luster, which can be enhanced by dry brushing.

RECOMMENDED CLEANING DETERGENTS

1. TASKI Proll Detergent
Manufactured by Levar Industrial – call for nearest distributor 800-827-5427
2. TASKI WI Wax – same as above

There may be other suitable sources of neutral cleaners. However, these have not been tested by Endura. Remember neutral means a pH of 7-8 and this is very important.

RECOMMENDED BRUSHES FOR SCRUBBING MACHINES

A. Wet Cleaning Brush

Specify a 22 gauge flagged nylon bristle for cleaning. Available from:

Zimmerman Brush Company	Fio Pac Corporation
900 West Lake Street	700 Washington Ave. N.
Chicago, IL	Minneapolis, MN 55401
Tel: (312) 629-3262	Fax: (612) 944-1663

Change Notice #2

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B. Dry Polishing Brush

Specify the Union Mix Brush for dry buffing (be sure to use this brush dry). See address above.

The recommendations herein are based on the best available data obtained through testing and field experience. However, because of variation in actual applications of the conditions, the results may vary.

If any questions arise that have not been addressed in this literature, please call Endura at (617) 647-5375.

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

October 17, 2003

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B3001061
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Carlton Harris Harris Cleaning Service 17624 Stahelin Street Detroit, MI 48219 acoraclean@aol.com	TELEPHONE (313) 387-0526 Carlton Harris
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-6535 William C. Walsh
Contract Administrator: Ida Gillespie (248) 583-8827 CS-138 431S0002307 Janitorial Services – Madison heights / Michigan Family Independence Agency	
CONTRACT PERIOD: 5 years From: December 1, 2002 To: December 1, 2007	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

Effective October 1, 2003, this Contract is hereby amended as follows:

- Quarterly Services of stripping, sealing, waxing, and buffing high traffic area has been changed to FULL CONTRACT AREA.**
- Semi-Annual Services of stripping, sealing, waxing, and buffing full contract area has been DELETED.**

Area to be cleaned:
28,700 sq.ft. carpeted

3,110 sq.ft. non-carpeted includes
1,400 sq. ft ceramic tile (Restrooms, lunchroom)
1,710 sq. ft. vinyl tile (kitchen, lobby)

205 Work Stations (employees)

Description:	Estimated Price per month
Janitorial Services	\$3,180.00
Description: Periodic Services	Price per Service
Quarterly Services	
Strip, seal, wax and buff: Full Contract areas.	\$550.00
Semi-Annual Services:	
1. Clean Carpets (Shampoo): Full Contract area	\$690.00
Clean light fixture(s) lens(es).	\$300.00

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

AUTHORITY/REASON:

Per agency request dated 10/15/03 from Miriam Elias-Norris. This amendment is in accordance with the Contract's Modification Clause.

DECREASE: \$11,680.00

TOTAL REVISED CONTRACT VALUE: \$214,420.00 (\$226,100.00 – 11,680.00)

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

December 2, 2002

**NOTICE
 TO
 CONTRACT NO. 071B3001061
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Carlton Harris Harris Cleaning Service 17624 Stahelin Street Detroit, MI 48219	TELEPHONE (313) 387-0526 Carlton Harris
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-6535 William C. Walsh
Contract Administrator: Ida Gillespie (248) 583-8827 CS-138 431S0002307 Janitorial Services – Madison heights / Michigan Family Independence Agency	
CONTRACT PERIOD: 5 years From: December 1, 2002 To: December 1, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

The terms and conditions of this Contract are attached.

Total Estimated Contract Value: \$226,100.00

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

CONTRACT NO. 071B3001061
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Carlton Harris Harris Cleaning Service 17624 Stahelin Street Detroit, MI 48219	TELEPHONE (313) 387-0526 Carlton Harris VENDOR NUMBER/MAIL CODE BUYER (517) 373-6535 William C. Walsh
Contract Administrator: Ida Gillespie (248) 583-8827 Janitorial Services – Madison heights / Michigan Family Independence Agency	
CONTRACT PERIOD: 5 years From: December 1, 2002 To: December 1, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are attached. Total Estimated Contract Value: \$226,100.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry and your quote. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to the Office of Purchasing. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

<p>FOR THE VENDOR:</p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	<p>FOR THE STATE:</p> <hr/> <p style="text-align: center;">Signature William C. Walsh, Buyer/Manager</p> <hr/> <p style="text-align: center;">Name Acquisition Services, Tactical Purchasing</p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p>
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SECTION I - REQUIREMENTS

I-A INTRODUCTION

This Contract is for Janitorial Services for the Michigan Family Independence Agency, Oakland County-District II, Madison Heights.

I-B SPECIFIC REQUIREMENTS

A. SCOPE OF WORK

The Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the janitorial (housekeeping) services as described in the specifications detailed herein.

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

B. WORK PLAN

MFIA Oakland County District 1
31170 John R Rd., Madison Heights, Michigan 48071

Daily Service: Monday, Wednesday, Friday service will be provided 5:00pm - 6:00am; On Tuesday & Thursday service will be provided 7:00pm - 6:00am

**Area to be serviced: 28,700 sq. ft. carpeted
4,900 sq. ft non-carpeted
205 work stations**

Employees assigned to site: 4 persons (Carlton Harris, Supervisor; Kanedra Archie, Laborer, Diane Mardis, Laborer and Sherwin Barnes, Laborer)

Daily night time services will be performed by 3 employees and the supervisor (Carlton Harris, Kanedra Archie, Diane Mardis & Sherwin Barnes). These persons have a good amount of experience at different levels in the cleaning profession. They have had prior experience as well as being trained in our own cleaning program. Please refer to their individual resumes for further information about skills and qualifications.

The supervisor will be Mr. Harris. He will be responsible for the alarms, keys, lock entry, emergencies, and obtaining the cleaning supplies and equipment required for this Contract. This includes making sure the proper cleaners are being used in the appropriate places (ie: using a non acid disinfectant on the bathroom commodes). Final inspection upon finishing the nightly work will be done by Mr. Harris. He is



also responsible for building and grounds security. This includes the safety of the employees and the building while Harris Cleaning Service is on the premises. This is done by ensuring that no one who should not be there is on the premises. Making sure that all entry ways are locked upon arrival and when leaving.

Mr. Harris will also be in charge of the contingency plan that will be executed if any employees are unable to show up for work. This plan includes having part time/contingent employees on stand by for this kind of situation. Mr. Harris will carry a cell phone at all times during working hours (7:00am - 3:00am). All employees are given this number for easy access to skilled, professional management. In case of in climate weather Mr. Harris is prepared to transport any employee unable to drive themselves to work by any means necessary to get the cleaning done. He will be responsible for training and development of all employees, this includes making the employees aware the specific requirements for maintaining any state building.

The concept for daily service requirements will be team cleaning. In team cleaning the person responsible for emptying the trash will start first. The person assigned to vacuuming will start next, while the restroom person is busy in the restrooms. This technique yields greater production rate with proper training and organization.

Mr. Harris will walk through the building before any work is started to assess the building for special needs for that particular night.

The first & second employee will start with emptying waste receptacles, inspecting and changing all liners as needed throughout the building including the restroom trash and sanitary napkin receptacles. These two will dispose of all trash in the designated place. They will make sure that the entry door glass is free of any smudges and streaks. The kitchen sinks will be cleaned, disinfected and allowed to air dry. The drinking fountains will be disinfected and cleaned with a stainless steel cleaner and polished to shine. The first and the third persons will sanitize all restrooms throughout the building. All toilets and urinals will be scrubbed with a cream cleanser and rinsed. Afterwards an acid free disinfected cleaner will be used and allowed to air dry. The toilet seats will be left in an up position. The sinks will be disinfected and all chrome including the piping will be cleaned and polished to shine. After the disinfectant is used on the restroom sinks and the wall hand dryer they will be allowed to dry. The third person will clean the switches, kick plates and doors. He will also maintain the floors drains and covers with an enzyme cleaner that eats odor causing bacteria.

The third employee will be responsible for vacuuming all carpets with a vacuum that has a HEPA filter as required. As this employee vacuums he will be required to notice dirty areas and therefore spot clean the carpet. He will dust mop and damp mop all non-carpeted floors. All runners, mats, chairs, tables, trash can, etc. will be removed and placed back into their proper place. All runners will be vacuumed and mats cleaned as necessary. Spray buffing non-carpeted floors will be done as needed. He will check and replenish all dispensers throughout the building with paper products, hand soaps, sanitary napkins. The fourth person



will assist the third person and work as a floater to do any work missed. He will also be considered an inspector of the jobs done by the other employees.

Weekly Service: Service will be provided between: Monday & Friday

For the weekly services to be performed the team will come together and complete. The team consists of Mr. Harris, Supervisor; and the laborers. These four will dust high and low all cleared desk and counter tops with a cleaner that will repel dust. They will remove all cobwebs and clean baseboards throughout building. Lobby furniture will be dusted with an appropriate cleaner, that will trap dust. Children's furniture will be wiped down with a germicide. Vinyl tiled surface floors will be cleaned, spray waxed and buffed. The exterior of all vending machines and appliances will be cleaned with an all purpose cleaner

In the restrooms the partitions walls and doors will be sanitized and rinsed. The deodorizer blocks will be replaced as required. The restroom ceramic tile floor will be scrubbed and buffed, and toilets and urinals will be cleaned. Walls around sinks and trash receptacles will be spot cleaned. Surfaces will be dusted high and low.

Monthly Service: Service will be provided at a set time of the month. Window washing will be set up with the Administrative Service Manager at an appropriate time.

The four persons (mentioned above) responsible for this building will be required to complete the monthly cleaning. They will be responsible for cleaning the heavy traffic areas of the carpet, dusting and vacuuming any window treatments that are hanging. They will clean partition glass and vacuum heating vents. In restroom area the entrance door and ledges will be disinfected. Also the windows of the building will be cleaned at this time, if the weather permits and are reachable.

Quarterly Service: This service will done rendered only at specified times four times a year.

This service will be supervised by Mr. Harris. He will select three other employees to assist him in the process of stripping, sealing, waxing and buffing all heavy traffic area vinyl flooring. The employees with the most seniority, training and experience are the ones chosen to complete this task. According to the time pre-approved for this work at the beginning of the contract the hard floor will be done on that particular day. Mr. Harris and his crew will first remove all furniture from floor. Then they will proceed to remove all of the wax and dirt from the floor with approved stripper. They will rinse the floor with cold water make sure there is no stripper, wax or dirt left on the floor. Then they will apply an approved sealer to the floor. Last in this process a wax with 25% solids will be applied with a rayon mop. Several coats will be applied and allowed to dry thoroughly between coats. All furniture will placed back in its original position. The whole floor will be buffed two days later after the floor has been allowed to set.



The restroom ceramic tile floor will be scrubbed with a mechanical buffer using a disinfectant solution.

Semi-Annual Service: This service will done according to the schedule set-up at the beginning of the contract with the Contract Administrator Mr. Harris will supervise this project. He will obtain the proper equipment and supplies. A commercial carpet extractor will be used so as to clean the carpet professionally. According to the preset schedule for semi-annual service the carpet will be cleaned. Three employees will be assigned to assist Mr. Harris. A memo will be given to the employees in the building to alert them about the carpet being cleaned and to have them remove their belongings from the floor. Anything still in the way Mr. Harris and his crew will remove. One person will supply all water for the carpet extractor and the other person will operate the extractor. One person will pre-treat all heavily soiled areas before the carpet is cleaned. A non-sudzing detergent specially formulated to clean carpets will be used. The jobs will be juggled to keep the person in charge of working the carpet extractor refreshed and alert to spot any dirt to be cleaned.

This service will be supervised by Mr. Harris. He will select three other employees to assist him in the process of stripping, sealing, waxing and buffing all vinyl surfaced floors. The employees with the most seniority, training and experience are the ones chosen to complete this task. According to the time pre-approved for this work at the beginning of the contract the hard floor will be done on that particular day. Mr. Harris and his crew will first remove all furniture from floor. Then they will proceed to remove all of the wax and dirt from the floor with approved stripper. They will rinse the floor with cold water make sure there is no stripper, wax or dirt left on the floor. Then they will apply an approved sealer to the floor. Last in this process a wax with 25% solids is applied with a rayon mop. No less than four coats will be applied and allowed to dry thoroughly between coats. All furniture will placed back in its original position.

The floor will be buffed two days later after the floor has been allowed to set.

Light lenses will be removed from ceilings and cleaned with approved disinfectant. They will then replace lenses back over the lights.

C. TRAINING AND DEVELOPMENT

Training an employee requires thorough explanation and a demonstration of the work to be done. New employees are required to review cleaning videos and procedure manuals. The trainee is paired with an experienced employee or supervisor who is expert, until the trainee is confident and efficient at the job. The ongoing plan for training employees entails attending cleaning seminars, periodic review of the procedure manual and cleaning videos. The supervisor training involves special leaderships training.

Supervisors and managers have different procedure manuals. These manuals are related to regular cleaning as well as specific qualification unique to leading a



crew, delegation, inspection of the work sites, etc.. The seminars needed for training supervisors includes: special skills in leadership, human and customer relations. The following includes a detailed list of training materials and sources: The clean check program is used to provide training and on-going training. There is a video series that includes information about Hard floor care, office cleaning and restroom care. Our health, safety, security and environmental program is also used as a training tool. Employees are required to read and take a short quiz on the information included in the program to ensure they have a full understanding. They are also required to sign an affidavit stating they have read and understand the contents of all these policies and procedures making them more likely to be responsible for their actions and knowledge. Mandatory meetings showing demonstrations on all aspects of our cleaning program are held for new employees and for seasoned employees. Supervisors/Managers are sent to seminars with all expenses paid to learn new trends in the industry and network with other company to obtain new fresh ideas. This is especially helpful for the company's overall growth and continued progress towards the ability to deliver top-notch service to our customers.

Qualifications of the supervisors, job coaches and instructors: First they must have been with company at least 1 years and displayed ability to maintain a professional persona. They are require to demonstrate their knowledge in all areas of expertise in cleaning. These are the employees that are sent to seminar about team cleaning, management, leadership training etc. Attendance must be at least 90%.

Harris Cleaning Service also works with different janitorial supply companies that offer specific training in areas such as restroom sanitizing, OSHA requirements, floor care and etc..

D. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION

Safety and Health Rules

- Proper uniforms and footwear must be worn at all times. Uniforms should be in good condition and fit the person properly. Footwear must be closed heel and toe to give the greatest protection possible. Avoid leather soles and heels. Employees are reminded that they will often be working around heavy objects and chemicals.
- Personal grooming habits should not interfere with the job duties. Extreme loose fitting clothing or excessive and dangling jewelry should not be worn. Hair should be worn in such a way so not to get caught in work tools or machinery.
- Professional demeanor must be maintained at all times while in a customer's facility. Any activity that is not related to the work schedule will not be tolerated. Accidents can occur at any time, when we least expect them.



- Machinery is not handle at a customer's facility unless pre-approved by the customer. All employees receive proper training on any machinery before operating at any customer's facility. Any machinery not operating properly should be reported immediately to the supervisor.
- Take care of the tools you work with, Keep out only those tools necessary for the job at hand.
- Do not block exits, fire doors, hallways, stairs, fire extinguishers, gas meters and shut off valves, electrical panels, or any other high-traffic areas.
- Do not attempt to carry any object that is too bulky or too heavy for you. When in doubt, ask for help. Review the correct lifting procedure.
- Clean up spills immediately. Make sure that no others come in contact with the spills.
- Consumption of food or beverages is prohibited while working in an account, unless pre-approved by the customer and a safe hygienic area is designated.
- Individuals with contact lenses without protection should not be working with chemicals. Protective eyewear should be utilized at all times.
- Any injury incurred by or to an employee must be reported immediately.
- All workers must keep themselves in a physical condition to do the day's work in an alert manner.
- Smoking is strongly prohibited while at a customer's facility. Smoking creates odors and residue that defeats the purpose of the cleaning that brought to the facility in the first place.
- To provide the best possible quality service to our customers. The use, possession, and the sale of illegal drugs or alcoholic beverages is strictly banned at all times while at any customer facility.
- This policy also includes being under the influence of any alcoholic substance or illegal drugs while on the premises of any customers facility. Violation will result in immediate termination of your job.

E. PERSONAL PROTECTIVE EQUIPMENT

- Gloves should be worn at times where you come in contact with harsh chemicals, any blood or body fluids, and whenever the restrooms are



being sanitized. The use of a chemical resistant latex glove is preferred and will be supplied.

- Eye and face protection should be considered whenever there is a chance that harmful chemicals might splash and splatter. Contact the supervisor before proceeding to obtain an eye mask or goggles.
- Protective clothing should be worn to protect the environment from your germs and you from the germs in the environment. Therefore, a specific wardrobe for work should be worn and set aside just for work.

F. ALARM AND BUILDING SECURITY

- Employees should lock themselves in the building once they have entered with all equipment and supplies. Then the alarm should be disarmed by authorized personnel.
- If employees become aware of any suspicious activities in/or around any building you are in, notify the police, the supervisor, and security company.
- Hands should be off items such as radios, TV's, copiers, faxes, and computers, etc.
- If any thing is found that seems to be of some value place it on the nearest desk.

G. SITE SAFETY FEATURES

- Each employee working with chemicals will trained how to use them properly.
- Employees are told never to mix chemical (e.g., ammonia and bleach) unless specifically instructed by the manufacturers.
- Locate and remember the locations of each fresh water supply, in case with chemicals and need to rinse the affected area.
- Always maintain proper ventilation when working with chemicals to prevent the build up of fumes.
- All chemical containers should be properly labeled at all times
- Read and follow instructions on the label of the chemical.



- Read and understand the Materials Safety Data Sheet (MSDS) for the chemical used. These sheets will be posted in the janitors closet. Hazard Communication Standard & Sara Title III (employee right-to-know).
- Utilize "wet floor" and/or "out of service" or "caution" signs when cleaning floor areas, restrooms or other possible hazard areas.
- Be sure to locate all stairwells, fire escapes, fire extinguishers, fire call box, and other emergency response controls in the building.
- There are three sets of O.S.H.A. standards that are primary to the operation of Harris Cleaning Service
 - A) The Hazard Communication Standard (referred to as the Employee or Worker Right to Know) (Federal Register "1910.1200")
Sara Title III (referred to as the community Right to Know)
 - B) Occupational Exposure to Bloodborne Pathogens; Final Rule (Federal Register "1910.1030")
 - C) Personal Protective Equipment for General Industry Final Rule (Federal Register "1910.132" and "1910.138")

Each employee is responsible for understanding these regulations and must use the necessary measures to comply. Mandatory report of any damage, accident, or chemical spills shall be a requirement. Employee will be required to contact the supervisor manager immediately.

H. QUALITY ASSURANCE PLAN

Quality assurance involves the owner/operator checking each site weekly on a regularly basis. If there is a complaint at a particular site the checks would increase to daily. All inspection are done in the daylight hours to provide maximum visibility of any problem area. Our assistant supervisor has a pager and can be contacted during the hours 10 am - 11 pm. The owner/operator of the company can be contacted 24 hrs via cell phone. An open forum for communication between the supervisor and the staff is maintained to avoid any confusion about the job. Suggestions are taken seriously from the staff that performs the work on a daily basis. Communication is key. Customers are called on a regular basis. The customers are asked questions such as "How things are with our service?" Incoming calls receive immediate attention. A log book is given to each contact person for open communication and suggestions. Timely action is taken on any complaints received. Our company tries to resolve the problem in 24 hours, depending on what the problem is.

There is an evaluation of all work done to resolve the problem. A detailed explanation of why, what, how, when is given to the contact person concerning the problem. There is continued evaluation of the customers satisfaction. We visit our



accounts unannounced once a month just to check up with the condition of the building.

Harris Cleaning Service has a point system to evaluate a building during an inspection. These documents are filed to have as a reference for future evaluations. An example of this document is included with this proposal.

Keys to entry ways and locks are only supplied to employees that have police clearances and lien information on file. The employee needs to have been employed with Harris Cleaning Service for at least 6 months. There are safety techniques taught to the employee at this time to prevent careless mishaps with valuable keys.

I. EQUIPMENT AND SUPPLIES

TYPE	MANUFACTURE	MODEL	AGE
3 VACUUMS hepa	POWR FLITE	PF80HF	1 YR
1 Back Pack vacuum	Powrflite	PF20BP	1 YR
2 floor machine	Nobels	17001S-608235	2 YR
floor machine	Powrflite	M171HD	1 YR
2 BURNISHERS	Powrflite	M1200	1 YR
Burnisher	Nobels	608,719	1 YR
2 Carpet extractors	Powrflite	PFX1300-NW	1 YR
Carpet extractor	Thoro-matic	TL100-10	2 YR

4 trash container	Rubbermaid	2643-06	new
5 bucket wringer	Rubbermaid	rcp7577	new
10 safety signs	Rubbermaid	6112-77	new
7 mop handles	White	whi84	new
50 cotton mop heads	Rubbermaid	a252	new
10 rayon finish mops	Rubbermaid	UNS 552	new
3 maid caddy	Rubbermaid	2649 GRA	new
1 commercial sprayer	RL Flo-master	rfl 1962v1	new
4 trash dolly	Rubbermaid	rcp3530	new
15 bottles & sprayer	uni san	uns72109 uns32	new
4 dust mop heads	Rubbermaid	J153	new
4 dust mop handles	Rubbermaid	Eo50	new
4 dust mop frames	Rubbermaid	1-418	new
36 toilet bowl mop	UNI SAN	UNS160	new
18 lobby broom	Rubbermaid	rcp6374	new
10 upright dust pan	Rubbermaid	rcp2531	new
15 black floor pads	premiere pads	4017bla	new
8 red floor pads	premiere pads	4017red	new
6 white polishing pad	premiere pads	4020whi	new
6 high & low dusters	Rubbermaid	rcpt120	new



3 push brooms	proline brushes	bru20424	new
3 window cleaning ki	Unger	ungPWKO	new
6 long scrapers	Unger	ungLH48	new
SUPPLIES			
Manufacture		annual quantities	
Spartan Chemical	NABC	100 GAL	Rest room cleaner
Spartan	Shineline	15 gal	multisurface cleaner
Spartan	shineline floor prep	20 gal	floor neutralizer
Spartan	DMQ	75 gal	for mopping
Spartan	hepacide quat 2	40 gal	all purpose
Spartan	cx3bio-assist	65 gal	carpet cleaner
Spartan	sse carpet spotter	25 gal	carpet spotter
Spartan	Defoamer	12 gal	carpet defoamer
Spartan	Spraybuff	16 gal	spray buff
Spartan	on an on 25% solid	70 gal	floor finish
Spartan	on base	30 gal	sealer for floor
amrep misty	stainless cleaner	36 cans	water fountains
amrep misty	gum remover	12 cans	gum remover
Spartan	fast& easy	45 gal	all purpose vents
Franklin	tet glass cleaner	25 gal	glass plexiglas
Ajax	creme cleanser	35 gal	sinks restroom
Spartan	shineline emulsifier	55 gal	floor stripper
Bravo	furniture polish	36 cans	desk table tops
motsenbocker,s	lift off	15 cans	graffiti remover
big D industries	enzym digester	25 gal	rest room
Georgia pacific	roll towels	144 rolls	used for cleaning
Tampax	sanitary napkins	300 pads	vending dispensers
Safeskin	latex gloves	12 100 box	health & safety



J. PRICE

Part I

Quoted prices are to include the daily, weekly and monthly services only, as outlined in the specifications:

Description:	Estimated Price per month	(Multiply estimated monthly price times 60 months)
Janitorial Services	\$3,360.00	\$201,600.00

Part II

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

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

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

Payment will be issued only after services are satisfactorily completed.

Description: Periodic Services	Estimated Services	Price per Service	(Multiply price per service times estimated services)
Quarterly Services			
Strip, seal, wax and buff: Heavy traffic areas.	20	\$450.00	\$9,000.00
Semi-Annual Services:			
1. Clean Carpets (Shampoo): Full Contract area	10	\$700.00	\$7,000.00
2. Strip, seal, wax and buff: Full Contract area	10	\$550.00	\$5,500.00
3. Clean light fixture(s) lens(es).	10	\$300.00	\$3,000.00

Part III

A. TOTAL ESTIMATED 1-YEAR CONTRACT PRICE: \$ 45,220.00

(Divide total estimated 5-year contract price by 5)

B. TOTAL ESTIMATED 5-YEAR CONTRACT PRICE: \$ 226,100.00

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



I-C JANITORIAL SPECIFICATIONS

Location: **MICHIGAN FAMILY INDEPENDENCE AGENCY**
Oakland County-District II
31170 John R Rd.
Madison Heights MI. , 48071

CONTRACT ADMINISTRATOR: Ida Gillespie or Bernie Sebert
248/583-8827 248/975-4866

Area to be cleaned (Square footage includes entire building)
28,700 sq.ft. carpeted
4,900 sq.ft. non-carpeted (including restrooms, lobbies, storage, etc.)
205 Work Stations (employees)

Services to be Performed 5 days/week (Monday thru Friday) or as prior approved by Contract Administrator.

A. TASK DEFINITIONS

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

1. Vacuum Carpet and Spot Cleaning

Thoroughly vacuum all carpeted areas. 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.

2. 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.

3. 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.

4. Sweeping and Damp Mopping

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.

5. 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 window sills, 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.

6. Wet Mopping

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

7. 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.

- a. The wetting solution must contain an appropriate cleaning agent.
- b. When damp wiping in toilet areas, use a multi-purpose disinfectant/deodorizer.

8. Stripping and Sealing



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

9. 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 window sills, 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.

10. Wet Mopping and Buffing

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

11. 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. When in doubt does not remove. 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.

12. Restroom Cleaning

- a. Close Restroom

When the Contract Administrator 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 Facility Manager prior to any changes made must approve any changes in this schedule.



b. Fill Dispensers

Dispensers of all types must be checked daily and filled when necessary (soap, toilet tissue, paper towels, sanitary napkin, etc.). All public restrooms have electric hand dryers. The Facility Manager will identify the few private restrooms where paper towels are used.

c. 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.

d. Disinfect

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.

e. Clean and Disinfect Sinks

Thoroughly clean all sinks, including bottom, faucets, and spigots, with approved creme cleanser. Rinse thoroughly as all creme cleanser residues must be removed. Then wipe each item with approved *disinfectant solution and allow to air dry.

f. 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.

g. 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.

h. Clean and Disinfect Walls, Doors, Partitions and Handrails



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.

i. Damp Mop - *Disinfectant

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.

* 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.

j. Clean and disinfect Showers, shower walls and stalls (as applicable)

Thoroughly clean all showers, including bottom, faucets, and spigots, with approved creme 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.

k. Service Restroom

Visually check - dispensers must be filled, trash removed and restrooms spot cleaned as needed and as requested by the Facility Manager.

13. 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.

14. Replace Carpet Runners (as applicable)

After floor has been properly cleaned and is completely dry, replace carpet runners in their original locations.



15. Clean and Disinfect 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.

a. Wipe Dry

Use a clean, soft cloth and wipe item dry. The grain of the stainless steel must be followed.

16. 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.

17. 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 Contract Administrator.

18. Carpet Extracting

Perform vacuuming, and shampooing with commercial grade equipment only.

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.

19. Spray Buff Hard Floors

Hard floor must be properly prepared before spray buffing:

- a. Remove carpet runners
- b. Dust mop
- c. Damp mop

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.

20. Strip and Refinish

Close and properly mark area "closed". 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.

21. Scrub - Restroom Floors/Hard Surface Stairwell Floors

Close restrooms. Remove all movable objects from area

- 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

22. 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.

23. Dusting

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.

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.

24. 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.

25. Clean Air Bars and Vents

Vacuum excess dust and dirt from air bars. Damp wipes clean with approved disinfectant solution and wipe dry.

26. Lobby Glass Cleaning

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.

27. Ashtrays and Surrounding Areas



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 specified.

28. Emergency clean up (as applicable)

The Contract Administrator shall assign, when needed, cleanup duties to the contractor when an emergency occurs. Cleaning tasks could include: dusting, vacuuming, mopping, carpets extraction, window washing, etc.

29. Miscellaneous

- a. Ash receptacles are either ashtrays, sand or dry receptacles. Contents of ash receptacles must be disposed of in a safe manner. Clean sand by sifting out and disposing of debris and replacing and replenishing sand in urns.
- b. Rubbish removal from a central location is the responsibility of the State. Contractor must bag all waste material and place inside containers provided for that purpose.
- c. IF SO MARKED ON PAGE 4, the contractor is responsible for the purchase and supply of sanitary napkins and dispensers. All profits from the sale of such items would belong to the contractor.

30. All hazardous conditions, such as burned out lights, loose railings, etc., must be reported by janitorial staff to contract supervisor, who must then notify building manager in writing.

B. CLEANING TASKS FREQUENCIES

I. DAILY SERVICES: MONDAY THRU FRIDAY

A. ROOM CLEANING

Office Areas, File Rooms, Conference Rooms, etc.

- 1. Empty waste receptacles and remove waste to designated area.
- 2. Wash or damp wipe, inside and outside, all waste receptacles presenting a soiled or odorous condition.
- 3. Replace liners when torn or soiled.
- 4. Dust mop all non-carpeted floors. Damp mop all spills. Buff vinyl tiled floors, applying spray wax if needed.
- 5. Thoroughly vacuum all carpeted floors including corners, and underneath



partitions each and every day. (Refer to General Definitions for quality of care expected.)

6. Spot clean all carpeted areas.
7. Remove all mats and runners and clean floor area underneath. Clean all mats and runners by best means. Replace all mats and runners.
8. Clean and disinfect drinking fountains.
9. Clean and wipe down countertops and all tables in Employee Lunchroom and dust/wipe down all chairs as necessary. (NOTE: FIA agency employees are responsible for cleaning the refrigerator, microwaves and sink).
10. Clean and polish all entrance glass.
11. Move all lobby chairs and clean floor area underneath and replace chairs in proper place.

B. RESTROOMS

9 Restrooms 40 Units 1,400 sq. ft. Ceramic Floor Space
(included in non-carpeted floor space page 1)

1. Clean and sanitize all units. Clean pipes beneath all sinks.
2. Clean mirrors and counters and polish chrome.
- **3. Refill dispensers. (See section: Replenishable Supplies).
4. Empty and disinfect all sanitary napkin receptacles.
5. Sweep and damp mop floors with germicidal solution paying special attention around wash bowls, toilets and urinals.
6. Empty waste receptacles.
7. Clean switch, door and kick plates.
8. Maintain floor traps free of odor.
9. Clean and sanitize wall hand-dryers.

II. WEEKLY SERVICE

A. ROOM CLEANING



Office Areas, File Rooms, Conference Rooms, etc.

1. Dust high and low all surfaces on which dust gathers, including clocks, vending machines in Employee Lunchroom, and the tops of cabinets and empty shelves in the Central Files room.
2. Clean all cleared desk and counter top areas with approved desk/counter cleaner.
3. Remove all cobwebs, clean baseboards.
4. Clean, spray wax and buff all vinyl tiled surfaced floors.
5. Thoroughly clean and scrub by agitation (with hand brush or mechanical machine) rear entrance ceramic tiled floor.
6. Clean by most appropriate means all lobby furniture. Wash thoroughly all children's furniture and fiberglass/vinyl furniture.

B. RESTROOMS

1. Clean partition walls and doors with germicidal solution, making sure to thoroughly rinse.
2. Thoroughly clean, scrub by agitation (with hand brush or mechanical machine) and disinfect ceramic tile floors, with special attention to grouting, corners of floor, baseboards, and stalls.
3. Spot clean walls around sinks, waste receptacles, behind urinals and toilets.
4. Dust radiators, grills, ledges, etc.
5. Replenish deodorizer blocks (supplied by agency) in employee restroom stalls as needed.

III. MONTHLY SERVICE

A. ROOM CLEANING

Office Areas, File Rooms, Conference Rooms, etc.

1. Dust/vacuum window hangings.
2. Clean all carpeted areas of heavy traffic showing noticeably greater soil than general area.
3. Spot clean walls, doors, etc., removing all cobwebs, finger prints, smears and



stains.

- 4. Clean partition glass.
- 5. Vacuum exposed air bars and heating outlets.

B. RESTROOMS

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

C. WINDOWS - MONTHLY

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

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

IV. QUARTERLY SERVICE

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

Strip, seal, wax and buff all vinyl tiled surfaced floors: Heavy traffic areas (excluding restrooms and rear entrance ceramic tile floor).

V. SEMI-ANNUAL SERVICE

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

A. ROOM CLEANING

Office Areas, File Rooms, Conference Rooms, etc.

- 1. Shampoo or steam clean carpets by commercial methods: Full contract area. Carpet shampooing shall be scheduled and performed on a Friday.
- 2. Strip, seal, wax and buff all vinyl tiled surface floors: Full contract area (excluding restrooms and rear entrance ceramic tile floor)
- 3. Clean light fixtures lens.

B. RESPONSIBILITY FOR REPLENISHABLE SUPPLIES

- a. Paper towels X by agency



- b. Toilet tissue X by agency
- c. Hand soap X by agency
- d. Plastic liners X by agency
- e. Toilet seat covers X by agency
- f. Deodorizers for Toilets X by agency
- g. Sanitary napkins X by contractor

ALL CLEANING SUPPLIES ARE TO BE PROVIDED BY THE CONTRACTOR.

C. SUPERVISION

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

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

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

In addition, should the contract be cancelled for failure to lock the building, or properly set the security alarm, the cost of changing the building locks and re-coding the security alarm, if applicable, will be charged to the contractor. These costs may be deducted from the monthly payment due the contractor.

The Contractor shall exercise all supervisory control and general control over all day-to-day operations of his/her employees including control over all workers duties. The contractor shall also be responsible for payment of all wages to employees, taxes and fringe benefits, sick leave, pension benefits, vacations, medical benefits, life insurance, or unemployment compensation or the like. The contractor shall discipline his/her employees, as needed including firing and hiring.

D. CONTRACTOR CLEAN UP

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



employees.

E. WORKING CONDITIONS

All work shall be done in accordance with all regulations governing the state agency wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of that state agency. Materials, tools, etc. shall be confined so as not to unduly encumber the premises. The Contractor shall be held to have visited the site prior to submitting a proposal for this contract and checked with the authorities the working conditions and the methods of carrying out the work and to have included in the contract amount, all costs for meeting such working conditions. The vendor shall schedule the walk through inspection through Acquisition Services and the Contract Administrator.

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

F. EMPLOYEE CONDUCT

The Contractor must insure that each employee wears a badge in plain view indicating the employee's name and company name in letters not less than 1/4 inch in height.

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

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

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

Contractual employees:

1. Must not have relatives or other personal visitors at the work site.
2. Must not consume food or beverages in public view while on duty. During normal breaks and lunch periods, the cafeteria or lunchroom may be used for this purpose.



3. Must not consume alcoholic beverages nor use narcotics while on duty nor be under the influence when reporting for duty.
4. Must not receive or initiate personal telephone calls from state owned telephones.
5. Must not play radios or other sound equipment without the Contract Administrator's approval.
6. Must not fraternize with agency staff, clients, tenants, or visitors to the building nor unnecessarily disrupt tenants from their work while performing their contractual duties.
7. Must turn off lights, if applicable, after cleaning is completed in an assigned area.

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

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

G. INSPECTION AND CORRECTION OF DEFICIENCIES

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

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

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

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

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

Should the Contractor fail to correct specification deficiencies, a Complaint to Vendor (Vender Performance form) will be filed by the Contract Administrator.



Repeated failure to correct specification deficiencies resulting in issuance of subsequent Complaint to Vendor (Vendor Performance form) may result in cancellation of the contract by Acquisition Services.

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

H. COMPLIANCE WITH FEDERAL BLOOD BORNE PATHOGEN REQUIREMENTS

The contractor must provide basic blood borne pathogen training including required Hepatitis B immunization for personnel exposed or working on-site with blood or other potentially infectious materials. Specified waiver and compliance must be in accordance with the current Federal Blood borne Pathogen regulations. Any cost for vaccinations required will be the responsibility of the contractor. The contractor must also provide the State agency a copy of proof of such vaccination.

I. RECORD KEEPING

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

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

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

J. BUILDING LOCK UP

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

1. Turn off bathroom exhaust fan
2. Turn off all interior lights
3. Check and lock all entrance doors, gates or any other excess to the building.



4. Properly set security alarm system (where applicable)

In locations that include a security alarm system, the contractor must also properly set the security alarm when leaving the building. Failure to maintain a secure environment, properly lock the building or set the security alarm and/or lock the gate(s)(where applicable) will result in a complaint to vendor and possible cancellation of the contract. Any cost incurred from a security service or local police for false alarms caused by failure of the contractor to properly set the security alarm will be the responsibility of the contractor.

In addition, should the contract be canceled by default of contractor, the cost of changing the building locks, providing new keys and re-coding the security alarm, where applicable, will be charged to the contractor. These costs may be deducted from the final payment due the contractor.

K. CONTRACT PAYMENT SCHEDULE/BILLING

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

MICHIGAN FAMILY INDEPENDENCE AGENCY
 Oakland County- District II
 31170 John R Rd
 Madison Heights MI. 48071
 Attn: Ida Gillespie

In the event services can not be performed as outlined in the specifications due to construction projects, closed areas or other temporary occurrences, the State shall be credited per square footage per day for areas not serviced during this period. As a general policy, invoices shall be forwarded monthly to the address noted above, by the 15th day of the following month. All billings shall include the contract number and the purchase order number.

L. HOURS OF WORK/STATE HOLIDAYS

Work hours of contractor servicing this contract must be between the hours of 5:00 P.M. and 6:00 A.M. EXCEPT TUESDAY AND THURSDAY, HOURS OF WORK BETWEEN 7:00 P.M. AND 6:00AM

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

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

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



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

M. CONFIDENTIALITY

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

N. LEIN AND OTHER SECURITY CLEARANCES

Upon request of the State:

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



SECTION II - GENERAL CONTRACT PROVISIONS

II-A GENERAL

This Contract is for Janitorial Services for the State of Michigan. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

This Contract will be a Unit Price Contract.

II-B ISSUING OFFICE

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

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

Department of Management and Budget
 Acquisition Services
 William C. Walsh, Buyer Manager
 2nd Floor, Mason Building
 P.O. Box 30026
 Lansing, Michigan 48909
 (517) 373-6535
 Walshw@michigan.gov

II-C CONTRACT ADMINISTRATOR

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

Ida Gillespie
 248-583-8827

II-D CONTRACT TERM



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

II-E ENTIRE AGREEMENT

In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the Contractor, those of the State take precedence. This Contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

II-F NO WAIVER OF DEFAULT

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

II-G REVISIONS, CONSENTS, AND APPROVALS

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

II-H SEVERABILITY

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

II-I SURVIVOR

Any provisions of this Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

II-J GOVERNING LAW

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

II-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)

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

II-L HEADINGS



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

II-M INCURRING COSTS

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

II-N NEWS RELEASES

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

II-O CONTRACTOR RESPONSIBILITIES

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

II-P PERFORMANCE REVIEWS

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

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

II-Q AUDIT OF CONTRACT COMPLIANCE



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

II-R SAFETY AND ACCIDENT PREVENTION

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

II-S WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.state.mi.us/mdcs/Regindx.

II-T ASSIGNMENT

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

II-U DELEGATION

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

II-V DISCLOSURE

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

II-W TAXES

- A. Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.
- B. Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or



tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

C. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in this Contract. The Contractor shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

II-X PRICE ADJUSTMENTS

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

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

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

II-Y ADDITIONAL PRODUCTS/SERVICES

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

II-Z CONTRACTOR'S LIABILITY INSURANCE

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this Contract/Purchase Order is PRIMARY and NON-



CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

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

- ☑ 1. Commercial General Liability with the following minimum coverages:

- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit
 - \$500,000 Fire Damage Limit (any one fire)

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 policy.

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

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

- ☑ 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived.



This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. For contracts providing temporary staff personnel to the State, the Contractor shall provide an Alternate Employer Endorsement with minimum coverage of \$1,000,000.
- 5. Employers liability insurance with the following minimum limits:
 - \$100,000 each accident
 - \$100,000 each employee by disease
 - \$500,000 aggregate disease

II-AA INDEMNIFICATION

A. General Indemnification

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

1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in this Contract;
3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

B. Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold



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

C. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

II-BB CONTRACT DISTRIBUTION

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

II-CC ACCOUNTING RECORDS

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



II-DD NON-DISCRIMINATION CLAUSE

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

II-EE CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

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

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

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

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

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State’s best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in this Contract, (b) relocation of office, program changes,



changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel this Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.

5. Approvals Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963, and Chapter 7 of the Civil Service Rules. Notwithstanding any other provision of this Contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for personal services if the Director determines that the Contract of the disbursements under this Contract violate Article 11, Section 5 of the Constitution or violate applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

II-FF NOTICE AND RIGHT TO CURE

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

II-GG ELECTRONIC FUNDS TRANSFER

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically (www.state.mi.us/dmb/ofm/).



II-HH MODIFICATION OF CONTRACT

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

II-II UNFAIR LABOR PRACTICES

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

II-JJ CONTRACT PAYMENT SCHEDULE

The specific payment schedule for this Contract will be mutually agreed upon by the State and the Contractor. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

II-KK PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against this Contract, shall be considered default by the Contractor of the terms and conditions of this Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless Acquisition Services has approved a change.

II-LL RECYCLED CONTAINERS

The Contractor is encouraged to offer products packaged in containers using recovered materials suitable for the intended use. 'Recovered material' is defined as post-consumer waste (any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition) and 'secondary waste' (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).

II-MM RIGHT TO KNOW ACT (Act 80 of 1986)

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances in the workplace. To comply with this act, it is necessary that



you fulfill the following:

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

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