

**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. 4
 TO
 CONTRACT NO. 071B3001107
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Creative Touch Cleaning, Inc. P. O. Box 47322 Oak Park, MI 48237	TELEPHONE (248) 968-5507 Sunsaria Reed-Baldwin
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-1218 Brandon Samuel
Contract Administrator: Janine Lowe (313) 578-5112 Janitorial Services - DHS - WC CFS South Central Operations	
CONTRACT PERIOD: From: November 20, 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 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: \$624,474.06

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

November 5, 2008

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B3001107
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Creative Touch Cleaning, Inc. P. O. Box 47322 Oak Park, MI 48237	TELEPHONE (248) 968-5507 Sunsaria Reed-Baldwin
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-1218 Andre' K. Morrow, C.P.M., CPPB
Contract Administrator: Janine Lowe (313) 578-5112 Janitorial Services - DHS - WC CFS South Central Operations	
CONTRACT PERIOD: From: November 20, 2002 To: April 1, 2009	
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 October 31, 2008, this Contract is hereby EXTENDED through April 1, 2009, and INCREASED by \$34,517.90. NOTE: The DMB Buyer for this Contract is changed to Andre' Morrow (517) 241-1218. All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per agency request, Ad Board approval on 10/21/2008, and DMB/Purchasing Operations' approval.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$524,474.06

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. 2
 TO
 CONTRACT NO. 071B3001107
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Creative Touch Cleaning, Inc. P. O. Box 47322 Oak Park, MI 48237	TELEPHONE (248) 968-5507 Sunsaria Reed-Baldwin
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-6535 William C. Walsh
Contract Administrator: Janine Lowe (313) 578-5112 Janitorial Services - DHS - WC CFS South Central Operations	
CONTRACT PERIOD: From: November 20, 2002 To: October 31, 2008	
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 immediately, this Contract is hereby EXTENDED through October 31, 2008, and INCREASED by \$82,543.00. All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per agency request and DMB/Purchasing Operations.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$489,956.16

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 9, 2003

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B3001107
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Creative Touch Cleaning, Inc. P. O. Box 47322 Oak Park, MI 48237	TELEPHONE (248) 968-5507 Sunsaria Reed-Baldwin
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-6535 William C. Walsh
Contract Administrator: Janine Lowe (313) 578-5112 Janitorial Services - FIA - WC CFS South Central Operations	
CONTRACT PERIOD: From: November 20, 2002 To: November 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>	

NATURE OF CHANGE (S):

Effective October 1, 2003, this Contract is hereby amended. The non-carpeted square footage has been decreased from the original contract.

Quarterly Services of stripping/sealing/waxing/buffing have been changed from high traffic areas to full contract area. Semi-annual services of stripping/sealing/waxing/buffing have been deleted from the contract.

Area to be cleaned:

37,528 sq.ft. carpeted includes
15250 sq. ft. high traffic areas (entrances, main hallways, aisleways)

11,171sq.ft. non-carpeted includes:
6593 sq. ft. vinyl (kitchen area, children's kitchen area, stockroom, lobby)
2925 sq. ft ceramic/quarry tile (restrooms, kitchen)
1653 sq. ft. rubber gym floor (Child Activity area)

250 Work Stations (employees)

These Prices include the daily, weekly and monthly services only, as outlined in the specifications*:

Description:	Estimated Price per month
Janitorial Services	\$5,500

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

Description: Periodic Services	Price per Service
Quarterly Services	
1. Strip, seal, wax and buff: Full Contract area	\$988.50
2. Clean Carpets (Shampoo): Full Contract area	\$2,972.24
Semi-Annual Services:	
1. Clean light fixture(s) lens(es).	\$200.00
Clean and vacuum all air diffusers	\$150.00
Additional Services As Requested:	
Emergency hourly services	\$8.25

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

AUTHORITY/REASON:

Per agency request from Miriam Elias-Norris dated 10/6/03.

DECREASE: \$11,530.94

TOTAL REVISED CONTRACT VALUE: \$407,413.16

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 19, 2002

**NOTICE
 TO
 CONTRACT NO. 071B3001107
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Creative Touch Cleaning, Inc. P. O. Box 47322 Oak Park, MI 48237	TELEPHONE (248) 968-5507 Sunsaria Reed-Baldwin
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-6535 William C. Walsh
Contract Administrator: Janine Lowe (313) 578-5112 Janitorial Services - FIA - WC CFS South Central Operations	
CONTRACT PERIOD: From: November 20, 2002 To: November 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.

Estimated Contract Value: \$ 418,944.10

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. 071B3001107
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Creative Touch Cleaning, Inc. P. O. Box 47322 Oak Park, MI 48237	TELEPHONE (248) 968-5507 Sunsaria Reed-Baldwin <hr/> VENDOR NUMBER/MAIL CODE <hr/> BUYER (517) 373-6535 William C. Walsh
Contract Administrator: Janine Lowe (313) 578-5112 Janitorial Services - FIA - WC CFS South Central Operations	
CONTRACT PERIOD: From: November 20, 2002 To: November 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. Estimated Contract Value: \$ 418,944.10	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry and your quote. Orders for delivery of equipment will be issued directly by the **Family Independence Agency** through the issuance of a Purchase Order Form.

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

FOR THE VENDOR:

Creative Touch Cleaning, Inc.

 Firm Name

 Authorized Agent Signature

 Authorized Agent (Print or Type)

 Date

FOR THE STATE:

 Signature
William C. Walsh, Buyer Manager

 Name
Acquisition Services, Tactical Purchasing

 Title

 Date



TABLE OF CONTENTS

SECTION I - REQUIREMENTS 1

I-A INTRODUCTION 1

I-B SPECIFIC REQUIREMENTS..... 1

A. SCOPE OF WORK 1

1. COMPANY INFORMATION..... 1

2. WORK PLAN (STAFFING AND SUB-CONTRACTORS) 1

3. TRAINING AND DEVELOPMENT 1

4. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION..... 2

5. QUALITY ASSURANCE PLAN 3

6. EQUIPMENT AND SUPPLIES 3

7. PRICE..... 4

I-C JANITORIAL SPECIFICATIONS 5

A. TASK DEFINITIONS 5

B. CLEANING TASKS FREQUENCIES 14

C. SUPERVISION 18

D. CONTRACTOR CLEAN UP..... 19

E. WORKING CONDITIONS 19

F. EMPLOYEE CONDUCT 20

G. INSPECTION AND CORRECTION OF DEFICIENCIES 21

H. COMPLIANCE WITH FEDERAL BLOOD BORNE PATHOGEN REQUIRMENT 21

I. RECORD KEEPING..... 21

J. BUILDING LOCK UP 22

K. CONTRACT PAYMENT SCHEDULE/BILLING 22

L. HOURS OF WORK/STATE HOLIDAYS 23

M. CONFIDENTIALITY 23

N. LEIN AND OTHER SECURITY CLEARANCES 23

SECTION II - GENERAL CONTRACT PROVISIONS..... 24

II-A GENERAL 24

II-B ISSUING OFFICE..... 24

II-C CONTRACT ADMINISTRATOR..... 24

II-D CONTRACT TERM 25

II-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE..... 25

II-F NO WAIVER OF DEFAULT..... 25

II-G REVISIONS, CONSENTS, AND APPROVALS..... 25

II-H SEVERABILITY 25

II-I SURVIVOR..... 25

II-J GOVERNING LAW..... 25

II-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR) 25



II-L HEADINGS..... 26

II-M INCURRING COSTS..... 26

II-N NEWS RELEASES 26

II-O CONTRACTOR RESPONSIBILITIES..... 26

II-P PERFORMANCE REVIEWS..... 26

II-Q AUDIT OF CONTRACT COMPLIANCE 27

II-R SAFETY AND ACCIDENT PREVENTION 27

II-S WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT..... 27

II-T ASSIGNMENT 27

II-U DELEGATION..... 27

II-V DISCLOSURE 27

II-W TAXES..... 28

II-X PRICE ADJUSTMENTS 28

II-Y ADDITIONAL PRODUCTS/SERVICES 28

II-Z CONTRACTOR'S LIABILITY INSURANCE 29

II-AA INDEMNIFICATION 30

II-BB CONTRACT DISTRIBUTION..... 32

II-CC ACCOUNTING RECORDS..... 32

II-DD NON-DISCRIMINATION CLAUSE..... 32

II-EE CANCELLATION 33

II-FF NOTICE AND RIGHT TO CURE 34

II-GG ELECTRONIC FUNDS TRANSFER..... 34

II-HH MODIFICATION OF CONTRACT..... 35

II-II UNFAIR LABOR PRACTICES 35

II-JJ FORM, FUNCTION, AND UTILITY 35

II-KK CONTRACT PAYMENT SCHEDULE 35

II-LL PROHIBITED PRODUCTS..... 35

II-MM RECYCLED CONTAINERS 36

II-NN RIGHT TO KNOW ACT (Act 80 of 1986)..... 36



SECTION I - REQUIREMENTS

I-A INTRODUCTION

This Contract is for Janitorial Services for the Michigan Family Independence Agency, Wayne County South Central Child and Family Services in Detroit.

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 required result is to maintain the facility in such a manner as to provide a clean, healthy and safe work environment for occupants of state owned or lease office building.

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.

1. COMPANY INFORMATION

Creative Touch Cleaning
23300 Greenfield (Main Branch)
Oak Park, MI 48237

Creative Touch Cleaning
18444 W. Ten Mile Rd.
Southfield, MI 48075 (Orientation Site)

2. WORK PLAN (STAFFING AND SUB-CONTRACTORS)

- a) The Contractor will provide services per the specifications. Services will be performed Monday through Friday from the hours of 6:00 PM and 7:00 AM. Creative Touch Cleaning will utilize 3 Cleaning Technicians and 1 On-Site Supervisor.
- b) No SubContractors will be used for this Contract.

3. TRAINING AND DEVELOPMENT

The Contractor shall employ personnel capable of fulfilling the requirements of this Contract and shall provide a training and development plan for Contractor personnel. The plan shall include the following:

- 1. Qualifications of instructors, supervisors and/or job coaches responsible for training and development.



2. Task analysis identifying knowledge and skills required for each custodial/janitorial activity.
3. Training objectives and methods of verifying competency of all Contractor personnel.

For clarification purposes, the Contractor's Training and Development Plan shall be considered as work or service and shall be subject to acceptance throughout the term of this Contract, to include any extensions of Contract term. The Contractor shall notify the Contract Administrator in writing of any proposed change to the Contractor's Training and Development Plan. No change will be implemented prior to review and approval by the State Contract Administrator.

The Contractor must allow janitorial staff to participate in special training programs which may be offered by the agency during normal working hours. The Contractor will be responsible for any wages due the Contractor's employee during such time.

4. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION

The Contractor shall conform to all applicable Federal, State and local laws, and to the requirements of this Contract. In performing work under this Contract at State of Michigan facilities, the Contractor shall:

Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of visitors, Contractor personnel, and State personnel performing or in any way coming into contact with the performance of this Contract;

Take all reasonable precautions to prevent the release of hazardous chemicals into the environment; and

Take such additional precautions as the Contract Administrator may reasonably require for health, safety, and environmental protection.

Any violation of these health, safety, and environmental rules and regulations, unless promptly corrected as directed by the Contract Administrator, shall be grounds for termination of this Contract in accordance with the Default Clause of this Contract.

- a. Damage Reports. In all instances where State property or equipment is damaged, the Contractor shall submit to the Contract Administrator a full report of the facts and extent of such damage--verbally within one hour, and in writing within 24 hours of the occurrence.
- b. Accident Reports. The Contractor shall comply with State of Michigan, OSHA and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The Contractor shall provide a verbal report to the Contract Administrator within one hour of occurrence and a written follow-up report to the Contract Administrator within 24 hours of occurrence.



c. Chemical Spills. The Contractor shall provide a plan addressing incidental and emergency spills of any chemicals brought on-site.

d. Hazard Communications. Contractor must maintain two, update Material Safety Data Sheet (MSDS) files on-site; one placed in Contract Administrator's office and the second in the Contractors office or Janitors Closet. Refer to Section I-JJ - Right to Know (Act 80 of 1986) of this Contract.

5. QUALITY ASSURANCE PLAN

a. Quality Assurance Files. A file of all quality assurance inspections, inspection results, and any corrective action required and/or performed, shall be maintained by the Contractor throughout the term of the Contract. This file shall be the property of the State and be made available upon request to the Contract Administrator within ten days after completion or prior to termination of the Contract. Final payment may be withheld pending receipt of quality assurance files.

b. Quality Assurance Reports. The Contractor shall submit to the Contract Administrator by close of business the fifth working day of each month, a Quality Assurance Report listing the results of the previous month's Quality Assurance Inspections.

c. Acceptability. For purposes of acceptance, the Contractor's Quality Assurance Plan will be considered as work of service and shall be subject to acceptance throughout the term of the Contract, to include any extensions of Contract term. The Contractor shall notify the Facility Manager in writing of any proposed change to the Contractor's Quality Assurance Plan. No change will be implemented prior to review and approval by the Facility Manager.

6. EQUIPMENT AND SUPPLIES

The Contractor must furnish all equipment and supplies, other than toilet paper, paper hand towels and ice melting products.

The Contractor must utilize cleaning equipment that meets with the approval of the State Agency Contract Administrator. The use of any powdered scouring cleansers is expressly prohibited. A complete listing of equipment and products to be used shall be submitted to the Contract Administrator within 60 days after award of this CONTRACT.

The Contractor must furnish all power equipment such as floor machines, vacuum systems, carpet cleaning systems, etc. and all other equipment.

All equipment used in office areas must not exceed the noise level of 68 decibels at 5 feet, which will be less disruptive to office workers.



The Contractor must supply all cleaners, finishes, etc. for the treatment of various types of flooring and/or carpeting. Use only such materials as are recommended and approved by the Contract Administrator or his designee and the flooring manufacturer.

The Contractor's prime responsibility is to protect owner's property at all times and to use only such materials and treatments as will enhance the appearance of buildings and protect surfaces such as flooring.

The State will furnish an area, when necessary, for storage of the Contractor's equipment and supplies. The Contractor will be held solely responsible for all items stored on State premises.

The Contractor will be required to submit a complete list by brand names and product number of all supplies to be used in fulfilling this Contract and a Materials Safety Data Sheet (MSDS) prior to starting any work. Right is reserved by State to accept or reject these items. An acceptable substitute must be immediately furnished for any rejected item.

7. PRICE

All costs for supplying required insurances, employee fringe benefits, social security or other governmental business taxes will be the responsibility of the Contractor. Such costs shall not be billed separately.

PRICING SHEET – CFS South Central, Detroit

Part I

These Prices 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	\$5,500.00	\$330,000.00

Part II

The price for periodic services are not to be included in the monthly price above. The Contractor 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			
1. Strip, seal, wax and buff: Heavy traffic areas.	20	\$500.00	\$10,000.00



2. Clean Carpets (Shampoo): Full Contract area	20	\$3002.24	\$60,044.80
Semi-Annual Services:			
1. Strip, seal, wax and buff: Full Contract area	10	\$1,498.68	\$14,986.80
2. Clean light fixture(s) lens(es).	10	\$200.00	\$2,000.00
3. Clean and vacuum all air diffusers	10	\$150.00	\$1,500.00
Additional Services As Requested:			
Emergency hourly services	50	\$8.25	\$412.50

Part III

A. TOTAL ESTIMATED 1-YEAR CONTRACT PRICE: \$ 83,788.82

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

B. TOTAL ESTIMATED 5-YEAR CONTRACT PRICE: \$418,944.10

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

I-C JANITORIAL SPECIFICATIONS

Michigan Family Independence Agency
Wayne County South Central Child & Family Services
1801 E. Canfield
Detroit, Michigan 48207

Contract Administrator: Janine Lowe, ASM (313) 578-5112

Area to be cleaned:

37,528 sq.ft. carpeted

12,489 sq.ft. non-carpeted (including 650 sq.ft. of vinyl tile in kitchen, 836 sq.ft. of ceramic tile in kitchen and 2,089 sq. ft. of ceramic tile in restrooms, , etc.)

250 Work Stations (employees)

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

Michigan Family Independence Agency
Wayne County South Central Child & Family Services
1801 E. Canfield
Detroit, Michigan 48207

Contract Administrator: Janine Lowe, ASM (313) 578-5112

Area to be cleaned:
37,528 sq.ft. carpeted

12,489 sq.ft. non-carpeted (including 650 sq.ft. of vinyl tile in kitchen, 836 sq.ft. of ceramic tile in kitchen and 2,089 sq. ft. of ceramic tile in restrooms, etc.)

250 Work Stations (employees)

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

I. DAILY SERVICES: MONDAY THRU FRIDAY**A. ROOM CLEANING**

Office Areas, File Rooms, Conference Rooms, etc.

1. Empty waste receptacles and paper shredders when full 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 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 polish all entrance glass.
10. Move all lobby chairs and clean floor area underneath and replace chairs in proper place.
11. Clean and disinfect all telephone in common areas (conference rooms, kitchen, etc.)

B. RESTROOMS

7 Restrooms 54 Units 2,089 sq. ft. ceramic tile Floor Space
(included in non-carpeted floor space page 1)

1. Clean and sanitize all units including entire shower area (floors, seats, walls, fixtures, etc. and bathtub. 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.

C. CHILDREN'S ACTIVE PLAY AREA

1. Remove all toys, crafts, puzzles pieces, marking objects, etc. from desks and floor. Remove toy boxes, etc. from areas to be cleaned. Replace all toys, toys boxes, etc. after cleaning.



2. Sweep or vacuum floor surfaces paying special attention to corners.
3. Pre-scrub (if needed) surface to remove scuff marks, food or beverage stains, or any discoloration caused by other items. Clean and disinfect floor using a damp mop using approved cleaners and thoroughly rinse floor. Hand scrub where needed with appropriate recommended pads (Note: using excessive water will damage this floor.) Do not buff. Product specifications sheet and recommended cleaning instructions will be provided by the Contract Administrator.
4. Disinfect counters, furniture, toys, and toy boxes, etc.

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. Remove all cobwebs, clean baseboards.
4. Clean, spray wax and buff all vinyl tiled surfaced floors.
3. Clean by most appropriate means all lobby furniture. Wash thoroughly all children's furniture and fiberglass/vinyl furniture.
4. Thoroughly clean and scrub by agitation (with hand brush or mechanical machine) ceramic tile floor in kitchen (836 sq. ft.).

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 or 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 and carpeted walls in Active Play area.



2. Clean all carpeted areas of heavy traffic showing noticeably greater soil than general area includes hall that lead to and from an exit sign, perimeter halls, lobby areas, break rooms, etc.
3. Spot clean walls, doors, etc., removing all cobwebs, finger prints, smears and stains.
4. Clean partition glass and cafeteria rain glass windows.
5. Vacuum exposed air bars and heating outlets.
6. Clean all wood doors, molding, chair rails, etc. using product "Liquid Gold" on all surfaces, full Contract area. Liquid Gold is to be furnished by the Contractor.

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.

D. BI- MONTHLY

Clean and disinfect, by using a damp cloth, the outside of all cabinets and kitchen cabinets twice per month. Schedule to be set up with Contract Administrator.

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.

1. Strip, seal, wax and buff all hard surfaced floors: Heavy traffic areas (excluding restrooms and ceramic tile in kitchen (836 sq. ft.)).
2. Shampoo or steam clean carpets by commercial methods: Full Contract area.

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.



- 2. Strip, seal, wax and buff all hard surface floors: Full Contract area (excluding restrooms and ceramic tile in kitchen (836 sq. ft)).
- 3. Clean light fixtures lens.
- 4. Clean and vacuum all air diffusers.

VI. SUPPLEMENTARY TASKS

- 1. Sweep clean floors in Mechanical System rooms, and stockroom as needed or as requested by Contract Administrator.
- 2. Contractor must notify Contract Administrator when supplies are running low with sufficient time for re-supply. (Minimum of two (2) months lead time).
- 3. Clean and vacuum closed file and mailroom as requested by Contract Administrator.
- 4. Wipe clean all appliances (refrigerators, microwaves, washer, dryer, etc.) as needed or as requested by the Contract Administrator.
- 5. On-Call for Emergency Clean-Ups (To be priced separately from monthly price).

**** 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.**

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

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

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
Wayne County-South Central Child & Family Services
1801 E. Canfield
Detroit, Michigan 48207
Attn: Janine Lowe, ASM

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 6:00 P.M. and 7:00 A.M.

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

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

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

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

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
3. The Contractor shall replace the janitorial worker assigned immediately at the State's request if the janitorial worker is found with contraband in his/her possession.
4. The Contractor shall maintain an adequate pool of trained and LEIN cleared relief personnel to substitute for absent regular employees.



SECTION II - GENERAL CONTRACT PROVISIONS

II-A GENERAL

The Contract is for Janitorial Services for the State of Michigan. 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 is a unit price Contract.

II-B ISSUING OFFICE

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Michigan Family Independence Agency, hereinafter known as 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 procurement and 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 procurement process. All communications covering this procurement must be addressed to:

Department of Management and Budget
Acquisition Services
Attn: William C. Walsh
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(s), the person named below will be allowed to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services. The Contract Administrator for this project is: Janine Lowe at 313-578-5112 for FIA, CFS South Central, Detroit

**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 November 20, 2002 through November 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 AND ORDER OF 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 sub-Contractors 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 sub-Contractors 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 sub-Contracted, this Contract must include a list of sub-Contractors, including firm name and address, contact person and a complete description of work to be sub-Contracted. The State reserves the right to approve sub-Contractors and to require the Contractor to replace sub-Contractors found to be unacceptable. The Contractor is totally responsible for adherence by the sub-Contractor to all provisions of this Contract. Any change in sub-Contractors 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 the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

II-R SAFETY AND ACCIDENT PREVENTION

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of the 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 the Contract or to assign or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

II-U DELEGATION

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

II-V DISCLOSURE

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

**II-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 the resulting Contract. Also, bidders shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

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

B. Patent/Copyright Infringement Indemnification

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

II-DD NON-DISCRIMINATION CLAUSE

In the performance of a Contract or purchase order, the 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 any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subContractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

**II-EE CANCELLATION**

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

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

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

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

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



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 the 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 the Contract, shall not enter into a Contract with a subContractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subContractor, manufacturer or supplier of the Contractor appears in the register.

II-JJ FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not the meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

II-KK CONTRACT PAYMENT SCHEDULE

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

II-LL 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 the Contract, shall be considered default by the Contractor of the terms and conditions of the 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 the Contract, unless Acquisition Services has approved a change.

**II-MM RECYCLED CONTAINERS**

Bidders are 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-NN RIGHT TO KNOW ACT (Act 80 of 1986)

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

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

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

II-OO ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.