

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

February 27, 2009

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B3001375
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (906) 643-9991 Christopher W. Boucha
B&B Snowplowing and Lawn Care W620 Old Portage Trail St. Ignace, MI 49781		
		BUYER (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: MIKE WALKER (906) 293-5168 Janitorial & Grounds Maintenance Services – Various Roadside Parks in Mackinac County - MDOT		
CONTRACT PERIOD:	From: June 3, 2003	To: September 30, 2009
TERMS	Net 30 Days	SHIPMENT N/A
F.O.B.	N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE(S):

Effective February 27, 2009, the State exercises six months of a Contract option year, making the new Contract expiration date September 30, 2009.

Also effective February 27, 2009, the following new unit costs goes into effect and the State hereby adds \$16,875.00 to this Contract:

001: \$130.81	008: \$324.42
002: \$ 78.49	009: \$523.26
003: \$104.65	011: \$209.31
004: \$167.44	012: \$209.31
005: \$146.51	013: \$ 78.49
006: \$130.82	014: \$ 78.49
007: \$340.12	015: \$ 52.33

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

AUTHORITY/REASON:

Per request of the Michigan Department of Transportation (PRF dated 2/9/09), vendor agreement (letter dated 1/20/09), and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$237,525.00

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

September 29, 2008

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B3001375
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR B&B Snowplowing and Lawn Care W620 Old Portage Trail St. Ignace, MI 49781	TELEPHONE (906) 643-9991 Christopher W. Boucha
	BUYER (517) 241-1145 Lymon C. Hunter, CPPB
	Contract Compliance Inspector: MIKE WALKER (906) 293-5168 Janitorial & Grounds Maintenance Services – Various Roadside Parks in Mackinac County - MDOT
CONTRACT PERIOD: From: June 3, 2003 To: March 31, 2009	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE(S):

Effective September 25, 2008, this Contract is hereby **EXTENDED** through March 31, 2009. All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per request of the Michigan Department of Transportation (PRF dated 9/26/07), vendor agreement (fax dated 9/24/08), and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$220,650.00

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

October 30, 2007

CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B3001375
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR		TELEPHONE (517) 575-9844 Christopher W. Boucha
B&B Snowplowing and Lawn Care 172 South Portage Road St. Ignace, MI 49781		
		BUYER (517) 241-3768 Lance Kingsbury
Contract Compliance Inspector: MIKE WALKER (906) 293-5168		
Janitorial & Grounds Maintenance Services – Various Roadside Parks in Mackinac County - MDOT		
CONTRACT PERIOD: 4 Years 5-months From: June 3, 2003 To: September 30, 2008		
TERMS	SHIPMENT	
Net 30 Days	N/A	
F.O.B.	SHIPPED FROM	
N/A	N/A	
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby EXTENDED through September 30, 2008, and unit prices are INCREASED as follow:

New Unit Costs (line items):

001:	\$128.00
002:	\$76.80
003:	\$102.40
004:	\$163.84
005:	\$143.36
006:	\$128.00
007:	\$332.80
008:	\$317.44
009:	\$512.00
011:	\$204.80
012:	\$204.80
013:	\$76.80
014:	\$76.80
015:	\$51.20

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

CONTRACT #071B3001375
Change Notice No. 1
Page Two

AUTHORITY/REASON:

Per request from Agency (PRF dated 9/27/07), extension letter signed by Contractor, and DMB/Purchasing Operations.

ESTIMATED CONTRACT VALUE REMAINS: \$220,650.00

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

August 8, 2003

**NOTICE
 TO
 CONTRACT NO. 071B3001375
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR	TELEPHONE Christopher Boucha (906) 643-9991
B&B Snowplowing and Lawn Care 172 South Portage Road St. Ignace, MI 49781	
	BUYER (517) 241-1218 Andre' K. Morrow, C.P.M., CPPB
Contract Administrator: MIKE WALKER (906) 293-5168 Janitorial & Grounds Maintenance Services – MDOT – Various Roadside Parks in Mackinac County	
CONTRACT PERIOD: 4 Years 5-months From: June 3, 2003 To: October 26, 2007	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

**The terms and conditions of this Contract are those of this Contract Agreement.
 Refer to Pricing Sheet for price breakdown.**

**Estimated Cost for One Year: \$ 55,162.50
 Estimated Total Cost for 4 Year Contract: \$ 220,650.00**

Estimated Contract Value: \$ 220,650.00

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

**CONTRACT NO. 071B3001375
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR B&B Snowplowing and Lawn Care 172 South Portage Road St. Ignace, MI 49781	TELEPHONE Christopher Boucha (906) 643-9991						
Contract Administrator: MIKE WALKER (906) 293-5168 Janitorial & Grounds Maintenance Services – MDOT – Various Roadside Parks in Mackinac County							
CONTRACT PERIOD: 4 Years 5-months From: June 3, 2003 To: October 26, 2007							
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>						
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>						
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>							
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of this Contract Agreement. Refer to Pricing Sheet for price breakdown.							
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Estimated Cost for One Year:</td> <td style="text-align: right;">\$ 55,162.50</td> </tr> <tr> <td>Estimated Total Cost for 4 Year Contract:</td> <td style="text-align: right;">\$ 220,650.00</td> </tr> <tr> <td>Estimated Contract Value:</td> <td style="text-align: right;"><u>\$ 220,650.00</u></td> </tr> </table>		Estimated Cost for One Year:	\$ 55,162.50	Estimated Total Cost for 4 Year Contract:	\$ 220,650.00	Estimated Contract Value:	<u>\$ 220,650.00</u>
Estimated Cost for One Year:	\$ 55,162.50						
Estimated Total Cost for 4 Year Contract:	\$ 220,650.00						
Estimated Contract Value:	<u>\$ 220,650.00</u>						

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB. No. 07113000105. Orders for delivery of services may be issued directly by the Department of Transportation through the issuance of a Purchase Order Form.

FOR THE VENDOR: B&B SNOWPLOWING AND LAWN CARE _____ Firm Name	FOR THE STATE: _____ Signature ANDRE' K. MORROW, C.P.M., CPPB _____ Name
_____ Authorized Agent Signature	Tactical Purchasing, Acquisition Services _____ Title
_____ Authorized Agent (Print or Type)	_____ Date
_____ Date	_____ Date



**STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES**

CONTRACT #071B3001375

**FOR
ROADSIDE PARK JANITORIAL & LAWN MAINTENANCE SERVICES
FOR
THE MICHIGAN
DEPARTMENT OF TRANSPORTATION (MDOT)
FOR
VARIOUS ROADSIDE PARKS LOCATED IN MACKINAC COUNTY**



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SECTION I - GENERAL CONTRACT PROVISIONS

I-A GENERAL

This Contract is for **General Janitorial and Grounds Maintenance Services for the State of Michigan, Department of Transportation (MDOT) for Various Roadside Parks located in Mackinac County**. 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 **MDOT** on the Purchase Order Contract Release Form.

The Contract(s) awarded from this solicitation will be a Unit Price Contract.

I-B ISSUING OFFICE

This Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the **Michigan Department of Transportation, hereinafter known as MDOT**. 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: ANDRE' K. MORROW, C.P.M., CPPB
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 241-1218
MORROWA@MICHIGAN.GOV

I-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:

MIKE WALKER, TRANSPORTATION MAINTENANCE SUPERVISOR
14113 M-28, Newberry, Michigan 49868
Phone (906) 293-5168 Email: WalkerM@michigan.gov



I-D CONTRACT TERM

The term of this Contract will be for a four (4) year period and will commence with the issuance of a Contract. This will be approximately *June 1, 2003 through October 26, 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.

I-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

- A. Any contract resulting from the State's ITB No. *071i2000105*
- B. Any addenda to that ITB.
- C. The Contractor's response to that ITB.

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

I-F NO WAIVER OF DEFAULT

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

I-G REVISIONS, CONSENTS, AND APPROVALS

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

I-H SEVERABILITY

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

I-I SURVIVOR

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



I-J GOVERNING LAW

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

I-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)

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

I-L HEADINGS

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

I-M INCURRING COSTS

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

I-N NEWS RELEASES

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

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



I-P PERFORMANCE REVIEWS

Acquisition Services in conjunction with the *Michigan Department of Transportation*, may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/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 the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. 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.

I-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.

I-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.

I-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.



I-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.

I-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.

I-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.

I-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.

I-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.

I-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.

I-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



I-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.

I-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.

I-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.



I-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.

I-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.



I-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.

I-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/).

I-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.**

I-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.

I-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.



I-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.

I-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.

I-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).

I-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.



I-00 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.



SECTION II SCOPE OF WORK & SPECIFICATIONS

II-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 and grounds maintenance as described in the specifications detailed herein. The required result is to maintain the facility(s) and grounds in such a manner as to provide a clean, healthy and safe work environment for occupants of state owned or lease office building(s).

The specifications contained in this document have been developed to establish the minimum level of janitorial (housekeeping) services and grounds maintenance required operated by the Michigan Department of Transportation.

II-A.1 TRAINING AND DEVELOPMENT

- a) Provide a complete description of your firm's Training and Development Plan. Include the training provided to your employees and supervisors prior to placing them on the job site. Also indicate, any on-going training provided to your employees and supervisors.
- b) Provide a list of training materials, classes or sources. Be specific.

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.

The contractor shall submit a Training and Development Plan with the proposal (needs to be included with bid document). The plan must be acceptable to the State. The contractor shall not begin work under this contract until the Training and Development Plan, incorporating any changes required, has been approved by the State. The contractor shall maintain and update the plan annually and within 30 days of the start of any extension.

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 the 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.

II-A.2 HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION

Contractor is to provide a complete description of your health, safety and environmental protection program. If you do not have a health, safety and environmental protection program, provide a summary of how you inform your employees about safety, etc.

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.



II-A.3 QUALITY ASSURANCE PLAN

The Contractor shall submit a Quality Assurance Plan with the proposal. The plan must be acceptable to the State. The Contractor shall not begin work under this contract until the Quality Assurance Plan, incorporating any changes required has been approved by the Office of Acquisition Services. The Contractor shall maintain and update the plan annually and within 30 days of the start of any extension. The Contractor's Quality Assurance Plan shall include: (1) the names and qualifications of individuals performing inspections and the extent of their authority; (2) methods of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable, with descriptions of sampling techniques; (3) methods of documenting and enforcing quality assurance operation, including

inspections and testing; (4) the format for the Contractor's Quality Assurance Report; and (5) method of control site keys and locks.

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.

Also, describe your firm's customer service program. Give examples of how complaints would be handled and resolved.

II-A.4 EQUIPMENT AND SUPPLIES

- a) Contractor is to provide a list of the types of equipment, manufacturer, model number and age of the equipment you plan to utilize for this project. Also, explain your equipment maintenance plan. Do you own or rent your janitorial equipment?
- b) Contractor is to provide a list of the proposed janitorial cleaning supplies that will be utilized for this project. Also include manufacturer's name and proposed annual estimated quantities.

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 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.



II-B SPECIFICATIONS

**DETAIL SHEET/SPECIAL PROVISIONS
ROADSIDE PARK MAINTENANCE
MACKINAC COUNTY**

This contract is for the general janitorial and grounds maintenance of the following described Michigan Department of Transportation Roadside Parks located in Mackinac County as outlined in this contract:

ROADSIDE PARK	#P 216E	Cut River Park on East Side of River
ROADSIDE PARK River	#P 216W	Cut River Park on West Side of
SCENIC TURNOUT US-2	#P 215	Epoufette Bay Scenic Lookout on
SCENIC TURNOUT on US-2	#P 220	Scenic Turnout West of St. Ignace
ROADSIDE PARK on US-2	#P 219	Gros Cap Park West of St. Ignace
SCENIC TURNOUT US-2	#P 246	Scenic Turnout East of Brevort on

CONTRACT PERIOD

The **CONTRACT PERIOD** shall be from June 1, 2003, through October 26, 2007. Note the **SEASONAL CLOSURE** conditions below.

MEASUREMENT AND PAYMENT

The following represents a summary of the estimated work. The Contract price includes all labor, materials, equipment, and incidentals to complete the work as specified. The completed work as measured for **ROADSIDE PARK MAINTENANCE, LAWN MAINTENANCE, AND SPRING AND FALL CLEANUP**, will be paid for at the contract unit prices for the following bid items.

CONTRACTED SERVICE ITEM	PAY UNIT	# UNITS
1. ROADSIDE PARK JANITORIAL	PER WEEK	140
2. LAWN MAINTENANCE	PER CYCLE	100
3. SPRING/FALL CLEANUP	PER CLEANUP	10



SEASONAL CLOSURE

The roadside park is closed for the winter season for a period of approximately 25 weeks per year, generally from the last weekend in October until the third week in April. The following schedule will be in effect unless otherwise notified:

<u>OPEN</u>	<u>CLOSE</u>
April 21, 2003	October 26, 2003
April 19, 2004	October 31, 2004
April 18, 2005	October 28, 2005
April 17, 2006	October 27, 2006
April 16, 2007	October 26, 2007

Any increase from the estimated number of weeks will be paid for at the bid price per week.

BILLING

The contractor shall submit the monthly invoice at the contract bid price to:

**THE MICHIGAN DEPARTMENT OF TRANSPORTATION SERVICE FACILITY
14113 M-28, NEWBERRY MICHIGAN 49868.
CINDY CARMODY: 906 643-8700**

CONTRACT ADMINISTRATOR

The CONTRACT ADMINISTRATOR is **MIKE WALKER**, Transportation Maintenance Supervisor,
14113 M-28, Newberry, Michigan 49868. Phone (906) 293-5168.

HOURS OF WORK

Janitorial and Ground Maintenance must be completed before 10:00 A.M. daily. Mowing must be performed on weekdays. Mowing is not allowed on holiday weekends between 3:00 P.M. Friday and 8:00 A.M. Tuesday.

TEMPORARY CLOSING

Should conditions arise which would necessitate closing of a park for a period of time, the contract may be suspended or altered. If conditions such as storm damage, vandalism, construction, police order, or other unforeseen situations require the closure of the roadside park, the contract shall be suspended until the facility is reopened.

BUILDING REPLACEMENT

MDOT is in the process of replacing roadside park toilet buildings. The toilet building may be replaced during this contract period. If the buildings are replaced there will be changes in the janitorial maintenance. MDOT/CRC will provide new stain/paint and instructions on proper care of new buildings.



SPECIFICATIONS

A. ROADSIDE PARK GENERAL MAINTENANCE CONTRACT

This specification is for the normal maintenance of the Roadside Parks.

1. CONTRACTOR GENERAL RESPONSIBILITIES AND REQUIREMENTS

- A. THE USE OF PESTICIDES BY THE CONTRACTOR IS PROHIBITED FOR ANY OF THE WORK TASKS INCLUDED IN THIS CONTRACT, UNLESS SPECIFICALLY AUTHORIZED BY THE CONTRACT ADMINISTRATOR.
- B. No equipment, materials or supplies may be stored on MDOT property.
- C. No advertising depicting the contractor's business may be displayed at the roadside park.
- D. The contractor is responsible for covering and/or removing all graffiti on a daily basis.
 - 1. Graffiti on stained or painted surfaces must be painted or stained. MDOT/CRC will supply the paint or stain required. The paint or stain shall be applied in a timely, professional manner. The contractor shall post signs warning visitors of wet paint or stain.
 - 2. Ink and marker graffiti on fiberglass surfaces shall be removed with an acetone based paint remover. All paint remover residue must be immediately cleaned/rinsed off from fiberglass surfaces. Abrasive cleaner shall not be used for graffiti removal.
- E. The contractor is responsible for providing trash container liners adequate for the containers at the park (55 gallon barrels furnished by MDOT), emptying each container on a daily basis, and hauling and disposing of refuse at a registered Class II landfill. Full trash bags may not be kept in the park over night. The contractor shall provide proof of disposal at a licensed Class II landfill to the CONTRACT ADMINISTRATOR upon request.
- F. The contractor is responsible for the scheduling and payment of pumping the toilet vaults as needed during the season and immediately prior to season closure.

2. MDOT/CRC GENERAL RESPONSIBILITIES

- A. **Maintenance of:**
 - Building structures and fixtures-** Contractor shall notify the CONTRACT ADMINISTRATOR immediately of needed repairs and/or replacements
 - Water Pump**
 - Fences-**including rustic type within the grounds
 - Picnic tables** such as refinishing, repair and removal
 - Trash cans**



B. Chemical

Vault toilet chemical will be supplied by MDOT. Contractor is responsible for picking up product at a location determined by the CONTRACT ADMINISTRATOR. A Material Safety Data Sheet (MSDS) will be provided by the MDOT. The contractor is responsible for following all label directions and instructions detailed in this contract. The CONTRACT ADMINISTRATOR reserves the right to increase or decrease the product amount to be used if odorous conditions persist.

C. Stains

Stains/paints for graffiti covering shall be supplied by MDOT/ CRC for building and shelters. The contractor is responsible for picking up stain/paint at a designated location.

3. MINIMUM MAINTENANCE REQUIREMENTS

The contractor shall provide a minimum of two hours of maintenance coverage, per day, seven days per week per location. The minimum maintenance requirements are as follows:

A. DAILY JANITORIAL REQUIREMENTS

1. Toilet building (Clean toilet building including floors, stools, seats walls and refill toilet tissue prior to 10:00 am):

- a) Close building to public.
- b) Clean cobwebs from inside and outside of building.
- c) Spray to control insects when needed.
- d) Sweep floor.
- e) Either remove or cover toilet tissue to keep dry during cleanup.
- f) Wash inside walls with a non-abrasive detergent disinfectant.
- g) Using a pump up sprayer, spray toilet seat, lid and toilet riser with detergent-disinfectant. Apply solution liberally, allow to dwell five minutes.
- h) After 5-minute dwell time, scrub inside and outside of toilet riser with a long-handled, stiff bristle brush, if the interior is fiberglass use a cloth or sponge to remove disinfectant.
- i) Using the pump up sprayer ,rinse walls, toilet seat, lid & riser with **clean** water.
- j) Mop floor with detergent-disinfectant.
- k) Remove all excess water from floor surfaces.
- l) Remove writing from walls by over staining with stain on wood surfaces, or using acetone based graffiti remover on fiberglass walls.
- m) Resupply toilet tissue.
- n) Report any damages or problems to the CONTRACT ADMINISTRATOR

2. Grounds

- a) Pickup litter, including animal droppings, from the grounds and parking area.
- b) Empty trash barrels and remove contents to a licensed Class II landfill.
- c) Furnish and replace plastic bag barrel liners.
- d) Remove/ dispose of ashes and cleanup picnic grills, sweep concrete slabs, clean picnic tables with detergent-disinfectant and rinse.



3. Map Case

- a) Clean Plexiglas with mild soap and water only-do not scratch Plexiglas.
- b) Remove any notices that have been placed by individuals or businesses that are not official MDOT materials.
- c) Remove cobwebs in and around structure.
- d) Sweep concrete around display structure.
- e) Remove graffiti on stained surfaces, restrain where required.

B. Well Shelter

- a) Clean the hand pump(or faucet/basin if present).
- b) Clean concrete slab and pump base.
- c) Remove cobwebs from structure.
- d) Remove graffiti from stained surfaces, restrain where required.

C. Sidewalks

- a) Sweep all paved sidewalk surfaces clean of debris.
- b) Pull weeds or grass growing in sidewalk cracks.

D. Weekly janitorial requirements, Building

- a) Scrub concrete floor with stiff swivel scrub brush and detergent-disinfectant. Rinse floor thoroughly.
- b) Clean all louvers.

E. Bi-weekly janitorial requirements

- a) Vaults

Per vault, mix 1/4 gallon of vault toilet product with 2 1/4 gallons of water in the pump-up sprayer. Spray the solution into the vault, and onto the interior vault sides. Empty the entire contents of the sprayer into the vault. Use separate sprayers for applying vault deodorants and cleaners/disinfectants
 Frequency and amount of product may be adjusted by contract administrator

SPRING AND FALL

1. The contractor shall be responsible for the removal and proper disposal of leaves in spring and fall, accumulated litter and tree branches. All materials must be disposed of off MDOT properties. This shall be paid for as a separate bid item as specified on the DETAIL SHEET.
2. Sweep building roofs in spring and fall to remove dirt, leaves, needles, etc.
3. Prepare each vault by adding vault product in the spring and fall. Per vault, mix 1/2 gallon of product with 2 1/2 gallons of water and spray inside the vault during the first day of opening, and also at the end of the season.

DEDUCTIONS

If the contractor fails to have a person in the roadside park for a minimum of two hours per day, it will result in a deduction of \$100 for each occurrence.

Procedures for implementing the above:

1. The first time a roadside park is not staffed or satisfactorily maintained per the specifications of the contract, the CONTRACT ADMINISTRATOR will call for a meeting with the contractor and review the condition and \$100 will be deducted from the next invoice, if appropriate.



2. Should a second non-staffed condition occur or not satisfactorily maintained, a second meeting will be held, followed by a letter of warning and \$100 will be deducted from the next invoice, if appropriate.
3. Should a third non-staffed condition occur or not satisfactorily maintained, a written notice of termination will be sent to the contractor.

In the event of such termination, the MDOT may deem appropriate to perform services similar to those so terminated. The contractor shall be liable for the additional costs for such services. The contractor shall not be liable for costs to continue to maintain the rest area if the failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

PAYMENT

Payment for the completed work shall be included in the contract unit price for all labor, equipment and materials required to satisfactorily complete the work described herein.

APPROVED MATERIALS LIST

The Contractor must choose products that meet the following use and specifications. Products that do not meet specifications and use outlined in this table will be considered a default of the contract due to noncompliance.

<u>MATERIAL</u>	<u>USE</u>	<u>SPECIFICATIONS</u>
Toilet Paper	Jumbo Toilet Paper Container	Toilet tissue dispenser roll, single ply, white, non-perforated, 4 inch wide, 3 inch core, 2100/roll
	Regular Toilet Paper Container	Toilet tissue rolls, bleached, 2 ply, wrapped; 4½ inch x 4½ inch; 1000 sheet/roll
Plastic Bag Barrel Liners (55 gallon)	All large trash	55 gallon capacity, minimum size 3 feet x 5 feet; mil thickness 0.4 mm
Deodorant/Disinfectant	Toilet seats, risers, floors	E. P. A. registered disinfectants/detergents shall be quaternary ammonium compounds
Portable Pump Up Sprayer	Apply vault toilet odor control product.	2.5 gallon capacity compressed air sprayer composed of high density, chemical resistant tank, corrosion resistant pump cylinder, and plunger cup, 15 to 16 inch brass wand with adjustable brass nozzle and flat fan nozzle.
Graffiti Remover	Remove pen and marker ink, pencil and crayon graffiti	Water based acetone marker remover, must be safe for use on fiberglass.



SPECIFICATIONS

B. ROADSIDE PARK LAWN MAINTENANCE

This specification is for rest area lawn maintenance, which includes but is not limited to lawn mowing and trimming, edging, and removal of clippings and other lawn debris.

1. MOWING SEASON

For the purpose of this specification, the regular mowing season is defined as starting the 1st of June and ending in mid October - approximately 20 lawn maintenance cycles. Any mowing cycles before June 1 or after October 31 will require PRIOR WRITTEN APPROVAL from the Contract Administrator.

2. PRE-MOWING MEETING

Prior to the beginning of each mowing season the Contractor and the Contract Administrator will review the grounds to identify any existing damages to landscape items.

3. DAMAGES

The Contractor will be held liable for all damage done, as a result of his operation, to fixed objects such as signs, posts, buildings, sprinkling system and all vegetation including turf, trees, shrubs, flower beds and desirable natural growth. Damage shall include among other things; skinning, scraping, breaking of tree limbs or gouging of trees or shrubs, and rutting, scalping or tearing turf.

Costs associated with damages caused by the Contractor to plant material will be assessed based on current Michigan Forestry and Parks Association's MICHIGAN TREE EVALUATION GUIDELINES.

All turf damage repairs shall be made by the Contractor as herein specified. Seed shall meet purity and germination requirements as specified by the Contract Administrator, and shall be a mixture of 30% perennial ryegrass, 45% Kentucky bluegrass, and 25% fine fescue. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to seeding. Seeding will only be allowed from April 15 through May 31, and August 15 through September 30, unless otherwise directed by the Contract Administrator.

All other property damage will be assessed for actual replacement costs including labor, materials, and equipment.

The Contractor will be billed for all costs related to the damages caused by his operation or be required to repair the damages as directed by the Contract Administrator.

4. COORDINATION WITH OTHER ACTIVITIES

The contractor shall use discretion when mowing near the public. The lawn maintenance cycle shall begin on vacated grounds first, and then continue so as not to inconvenience the visitors. The safety of visitors shall not be jeopardized in order to complete the cycle.

Landscaping, weed spray, fertilization or other work performed by MDOT, contract agencies or other contractor may occur during the life of this contract; therefore, the Contractor shall coordinate his operations with other activities as directed by the Contract Administrator.



5. EQUIPMENT

The Contractor shall furnish all equipment and necessary supplies to do the work, including but not limited to:

- Gas powered mowers
- Gas powered edging machines
- Gas powered string trimmers
- Gas powered portable blowers
- Brooms, leaf rakes and other hand tools as needed

The Contractor shall furnish, operate, and maintain suitable and adequate equipment necessary to perform all tasks in an acceptable manner. The equipment furnished by the contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times. Equipment, which in any way pulls or rips grass or damages the turf shall not be allowed to operate under this specification. All equipment will be of such a type so that the height of cut can be adjusted to 3 inches.

Under no circumstances shall MDOT be responsible for any theft, vandalism, or damage to the contractor's equipment.

The Contractor's equipment WILL NOT be stored on MDOT property for any reason. If due to the weather the Contractor does not finish a lawn maintenance cycle in one working day the equipment shall be removed from MDOT property until such time as the weather permits completing the cycle.

6. LAWN MAINTENANCE CYCLE

The lawn maintenance cycle includes: grass mowing; trimming and edging; proper removal/disposal of lawn litter, including trash and landscape debris such as leaves, sticks, grass clippings and organic debris by the Contractor according to the following specification.

A lawn maintenance cycle shall be completed approximately once a week. There will be approximately 20 'Lawn Maintenance Cycles' per year - dependent on seasonal weather conditions. Increased or decreased cycles may be required, however, any additional mowing cycles beyond once a week mowing shall be approved by the Contract Administrator or his representative prior to mowing. Any additional mowing will not be paid for unless approved, and if approved, will be paid for at the contract unit price.

A lawn maintenance cycle shall not be done on Saturdays, Sundays or holidays unless approved in advance by the Contract Administrator or his representative.

All elements of the lawn maintenance cycle shall be COMPLETED THE SAME DAY they are started. No partial mowing will be allowed unless the weather forces delays. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions exist.

All clippings, edging debris, leaves, and other debris shall be removed from the site and disposed of properly at the Contractor's expense, and shall not be disposed of in MDOT furnished dumpsters or on MDOT property.



7. MOWING

APPROXIMATE areas to be mowed will be located per the Contract Administrators directions and attached drawings.

Grass shall be mowed to an average height of 3 inches. At no time shall more than 50% of the grass blade length be cut in one cycle. The initial mowing at the beginning of the mowing season may require an additional cycle.

GRASS SHALL NOT BE MOWED WHEN WET.

Clippings shall be removed, if visible, after mowing.

All clippings shall be removed from all sidewalks, concrete picnic table pads, parking areas and flower and shrub beds.

The Contractor is responsible for keeping wood chip material confined to the original mulched areas.

8. GRASS TRIMMING

Trim grass around all fixed objects and trees at every mowing. Also trim along the fence adjacent to any mowed areas. Extreme care shall be used to prevent injury to MDOT fixed objects and trees. Contractor will be liable for damages as determined by the Contract Administrator.

9. EDGING

Edge along all walks and curb areas with a motorized edger every second mowing. Edging shall be no wider than ½ in. from edge of sidewalk/curb to lawn surface. All edging debris shall be removed from the site.

10. SPRING AND FALL CLEAN UP

Prior to the first mowing of the season, and after the last mowing, the contractor shall rake all leaves, sticks, trash, and other debris from the lawn and dispose of at his/her own expense. This work shall be incidental to the contract unit price REST AREA JANITORIAL and GROUND MAINTENANCE.

11. HERBICIDES

THE USE OF HERBICIDES BY THE CONTRACTOR FOR ANY WORK TASK INCLUDED IN THIS CONTRACT IS STRICTLY PROHIBITED.

12. PAYMENT

The completed work will be paid for at the contract unit price for each item as specified on the DETAIL SHEET which shall be payment in full for all labor, equipment and materials required to satisfactorily complete the work as described herein.

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

In addition, should the contract be canceled 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 the Office of Acquisition Services and the Contract Administrator.

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



F. EMPLOYEE CONDUCT

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

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

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

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

Contractual employees:

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

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

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

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



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

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

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

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

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

H. COMPLIANCE WITH FEDERAL BLOOD BORNE PATHOGEN REQUIRMENTS

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. CONTRACT PAYMENT SCHEDULE/BILLING

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

14113 M-28, Newberry, Michigan 49868. Phone (906) 293-5168

In the event services cannot 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, the purchase order number and building name.

K. HOURS OF WORK/STATE HOLIDAYS

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.

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.

L. 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.

M. 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.



PRICING SHEET
IN COMPLIANCE WITH THE BID

MDOT "EPOUFETTE BAY" SCENIC TURNOUT LOCATED ON US-2 APPROX. 23 MILES WEST OF ST. IGNACE;

- | | |
|--|---|
| 1. <u>JANITORIAL SERVICE:</u> | 140 WK <u>\$125.00</u> <u>\$17,500.00</u> |
| 2. <u>GROUNDS MAINTENANCE</u> MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
FOR THE ESTIMATED PERIOD 4/21/2003 TO 10/26/2007
ESTIMATED 20 MOWINGS PER SEASON. | 100 EA <u>\$75.00</u> <u>\$7,500.00</u> |
| 3. <u>SPRING/FALL CLEANUP:</u> 1 CYCLE EVERY SPRING & EVERY FALL | 10 EA <u>\$100.00</u> <u>\$1,000.00</u> |

MDOT "ST. IGNACE" SCENIC TURNOUT ON US-2 APPROX. 3 MILES WEST OF ST. IGNACE;

- | | |
|---|---|
| 4. <u>JANITORIAL SERVICE:</u> | 140 WK <u>\$160.00</u> <u>\$22,400.00</u> |
| 5. <u>GROUNDS MAINTENANCE</u> MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC .
FOR THE ESTIMATED PERIOD 4/21/2003 TO 10/26/2007
ESTIMATED 20 MOWINGS PER SEASON. | 100 EA <u>\$140.00</u> <u>\$14,000.00</u> |
| 6. <u>SPRING/FALL CLEANUP:</u> 1 CYCLE EVERY SPRING & EVERY FALL | 10 EA <u>\$125.00</u> <u>\$1,250.00</u> |

MDOT "CUT RIVER BRIDGE" ROADSIDE PARK LOCATED ON US-2 APPROX 24 MILES WEST OF ST. IGNACE;

- | | |
|--|---|
| 7. <u>JANITORIAL SERVICE:</u> | 140 WK <u>\$325.00</u> <u>\$45,500.00</u> |
| 8. <u>GROUNDS MAINTENANCE</u> MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
FOR THE ESTIMATED PERIOD 4/21/2003 TO 10/26/2007
ESTIMATED 20 MOWINGS PER SEASON. | 100 EA <u>\$310.00</u> <u>\$31,000.00</u> |
| 9. <u>SPRING/FALL CLEANUP:</u> 1 CYCLE EVERY SPRING & EVERY FALL | 10 EA <u>\$500.00</u> <u>\$5,000.00</u> |



PRICING SHEET
IN COMPLIANCE WITH THE BID
(continued)

MDOT "GROS CAP" ROADSIDE PARK LOCATED ON US-2 APPROX. 6 MILES WEST OF ST. IGNACE;

- | | | | |
|---|--------|-----------------|--------------------|
| 10. <u>JANITORIAL SERVICE:</u> | 140 WK | <u>\$250.00</u> | <u>\$35,000.00</u> |
| 11. <u>GROUNDS MAINTENANCE</u> MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
FOR THE ESTIMATED PERIOD 4/21/2003 TO 10/26/2007
ESTIMATED 20 MOWINGS PER SEASON. | 100 EA | <u>\$200.00</u> | <u>\$20,000.00</u> |
| 12. <u>SPRING/FALL CLEANUP:</u> 1 CYCLE EVERY SPRING & EVERY FALL | 10 EA | <u>\$200.00</u> | <u>\$2,000.00</u> |

MDOT "EAST OF BREVORT" SCENIC TURNOUT LOCATED ON US-2 APPROXIMATELY 21 MILES WEST OF ST IGNACE;

- | | | | |
|---|--------|-----------------|--------------------|
| 13. <u>JANITORIAL SERVICE:</u> | 140 WK | <u>\$ 75.00</u> | <u>\$10,500.00</u> |
| 14. <u>GROUNDS MAINTENANCE</u> MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
FOR THE ESTIMATED PERIOD 4/21/2003 TO 10/26/2007
ESTIMATED 20 MOWINGS PER SEASON. | 100 EA | <u>\$ 75.00</u> | <u>\$ 7,500.00</u> |
| 15. <u>SPRING/FALL CLEANUP:</u> 1 CYCLE EVERY SPRING & EVERY FALL | 10 EA | <u>\$50.00</u> | <u>\$500.00</u> |



PREFERENCE CERTIFICATION

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DISQUALIFY THE BIDDER

AUTHORITY: To comply with Michigan Public Act 237 of 1988, a bidder submitting a bid of \$100,000 or more must complete Section A OR B below.

SECTION A

I certify that _____ qualifies as a Michigan business for the purpose of claiming a reciprocal preference against out-of-state firms. During the 12 months immediately preceding this bid deadline or, if the business is newly established, for the period the business has been in existence, the business has (check all which apply):

Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, Act No. 228 of the Public Acts of 1975, being Sections 208.1 to 208.145 of the Michigan Compiled Laws.

OR:

Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan.

OR:

Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury.

I certify that **I have personal knowledge** of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

Authorized Representative (type or print)	Authorized Representative (signature)	Date

(OR) SECTION B

I certify that _____ maintains its principal place of business in the State of _____.

Authorized Representative (type or print)	Authorized Representative (signature)	Date

A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000.