

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 5, 2008

CHANGE NOTICE NO. 2 (REVISED*)
TO
CONTRACT NO. 071B4200375
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE 800-441-4463 Michelle Kershner
Grand Rapids Building Services, Inc. 1200 Front Street NW Grand Rapids, MI 49504-3217 E-mail: mkershner@grbsinc.com		
Contract Compliance Inspector: Tom Turner		BUYER/CA (517) 241-1218 Andre' Morrow, C.P.M., CPPB
Janitorial Service – Department of Transportation – Grand Region Office, Grand Region Special Crew, and Grand Region A & E – Grand Rapids, MI		
CONTRACT PERIOD: From: September 2, 2004		To: *July 1, 2009
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 September 2, 2008, this Contract is hereby EXTENDED through *July 1, 2009, and INCREASED by \$20,841.00.

NOTE: The DMB Buyer for this Contract is changed to Andre' Morrow (517) 241-1218. All other terms, conditions, and pricing not noted above shall remain the same.

AUTHORITY/REASON:

Per request of the Department of Transportation (PRF dated 7/7/08), agreement of Contractor (FAX dated 7/8/08), Ad Board approval on 9/2/09, and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$131,465.00

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

July 19, 2007

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B4200375
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE 800-441-4463
Grand Rapids Building Services, Inc. 1200 Front Street NW Grand Rapids, MI 49504-3217 E-mail: mkershner@grbsinc.com		Michelle Kershner
		BUYER/CA (517) 241-0684 Erica Busick
Contract Compliance Inspector: Tom Turner		
Janitorial Service – Department of Transportation – Grand Region Office, Grand Region Special Crew, and Grand Region A & E – Grand Rapids, MI		
CONTRACT PERIOD:		From: September 2, 2004 To: September 2, 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 July 17, 2007, the following **CHANGES** are incorporated into this Contract:

1. The Buyer is hereby **CHANGED TO Erica Busick.**
2. This Contract is hereby **EXTENDED to September 2, 2008.**
3. This Contract is hereby **INCREASED by \$27,788.00**

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

AUTHORITY/REASON:

Per request of the Department of Transportation (PRF dated 6/6/07), agreement of Contractor (FAX dated 6/1/07) and Ad Board approval on 7/17/07.

INCREASE: \$27,788.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$110,624.00

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

July 19, 2007

CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B4200375
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR		TELEPHONE 800-441-4463	
Grand Rapids Building Services, Inc. 1200 Front Street NW Grand Rapids, MI 49504-3217 E-mail: mkershner@grbsinc.com		Michelle Kershner	
		BUYER/CA (517) 241-0684 Erica Busick	
Contract Compliance Inspector: Tom Turner Janitorial Service – Department of Transportation – Grand Region Office, Grand Region Special Crew, and Grand Region A & E – Grand Rapids, MI			
CONTRACT PERIOD:		From: September 2, 2004	To: September 2, 2007
TERMS	N/A	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 [ITB #071I4001279](#), this Contract Agreement and the vendor's quote dated **July 6, 2004**. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$82,836.00**

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

September 7, 2004

NOTICE
 TO
 CONTRACT NO. 071B4200375
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR		TELEPHONE 800-441-4463 Michelle Kershner
Grand Rapids Building Services, Inc. 1200 Front Street NW Grand Rapids, MI 49504-3217 E-mail: mkershner@grbsinc.com		
		BUYER/CA (517) 241-0705 Kerri L. Thelen
Contract Compliance Inspector: Tom Turner Janitorial Service – Department of Transportation – Grand Region Office, Grand Region Special Crew, and Grand Region A & E – Grand Rapids, MI		
CONTRACT PERIOD: From: September 2, 2004 To: September 2, 2007		
TERMS	N/A	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 [ITB #071I4001279](#), this Contract Agreement and the vendor's quote dated **July 6, 2004**. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$82,836.00**

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

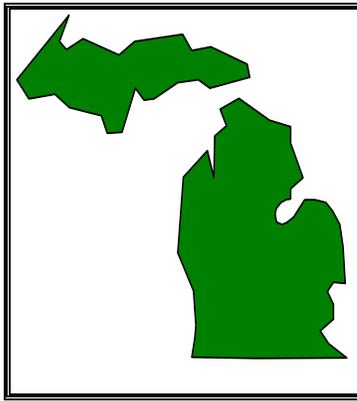
CONTRACT NO. 071B4200375
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Grand Rapids Building Services, Inc. 1200 Front Street NW Grand Rapids, MI 49504-3217 E-mail: mkershner@grbsinc.com	TELEPHONE 800-441-4463 Michelle Kershner
Contract Compliance Inspector: Tom Turner Janitorial Service – Department of Transportation – Grand Region Office, Grand Region Special Crew, and Grand Region A & E – Grand Rapids, MI	BUYER/CA (517) 241-0705 Kerri L. Thelen
CONTRACT PERIOD: From: September 2, 2004 To: September 2, 2007	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #071I4001279, this Contract Agreement and the vendor's quote dated July 6, 2004. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$82,836.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the [ITB No. 071I4001279](#). Orders for delivery of equipment will be issued directly by the [Department of Transportation](#) 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: <hr/> <p style="text-align: center;">Grand Rapids Building Services</p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	FOR THE STATE: <hr/> <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;">Kerri L. Thelen, Buyer</p> <hr/> <p style="text-align: center;">Name</p> <hr/> <p style="text-align: center;">Tactical Purchasing, Acquisition Services</p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p>
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STATE OF MICHIGAN
Department of Management and Budget
Acquisition Services

Contract No. 071B4200375

Janitorial Services for Michigan Department of Transportation

Grand Region Office
Facility
1420 Front NW
Grand Rapids, MI 49504
49504

Grand Region Special Crew Facility
1240 Front NW
Grand Rapids, MI 49504

Grand Region A&E
1400 Scribner NW
Grand Rapids, MI

Buyer Name: [Kerri L. Thelen](#)
Telephone Number: [\(517\) 241-0705](#)
E-Mail Address: ThelenK1@michigan.gov



**Janitorial Services – MDOT – Grand Region Office, Grand Region Special Crew Facility,
and Grand Region A&E Facility**

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- Specifications
- Pricing Sheet (3)

“Reserved” sections are not applicable to this particular Contract.

**Article 1 – Statement of Work (SOW)****1.0 Introduction****1.001 DEFINING DOCUMENT**

This Contract contains or incorporates defined requirements, the specifications and scope of work, and all contractual terms and conditions.

1.002 PROJECT TITLE AND DESCRIPTION

This Contract is for **Janitorial Service – Department of Transportation – Grand Region Office, Grand Region Special Crew, and Grand Region A & E**. Article 1 is designed to provide information on requirements associated with this Contract.

Article 1 - SOW was used by the State for the evaluation process. The Contractor submitted a written proposals discussing how they meet the below specific requirements. The Contractor's responses are integrated into this Contract.

1.003 COMMENCEMENT OF WORKProject Control

Contractor shall show acceptance of this agreement by signing a copy of this Contract and returning it to the Contract Administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

1.1 Product Quality**1.101 SPECIFICATIONS**

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in this Contract and/or copies of specifications attached.

1.2 Project Price**1.201 PRICE TERM**

Fixed with prospective re-determination at an agreed upon time

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.



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

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.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The 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 negotiate, 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.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Acquisition Services and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget
Acquisition Services
[Attn: Kerri L. Thelen](#)
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 241-0705
ThelenK1@michigan.gov

2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately [September 2, 2004](#) through [September 2, 2007](#).

Option. The State reserves the right to exercise **two** one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, 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 exercise an option year.



Extension. At the sole option of the State, the contract may also be extended. Contractor performance, quality of products, price, cost savings, 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 exercise an option year.

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106

Sherman Act, 15 U.S.C.S. § 1 et seq.

Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.

Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

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.

**2.008 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.

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 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.

2.011 SURVIVORSHIP

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.

2.012 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.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor/Contractor Obligations**2.101 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.

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Acquisition Services within 30 days.
2. The Contractor shall also notify the Acquisition Services within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.



The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Acquisition Services or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 SOFTWARE COMPLIANCE - RESERVED

2.104 RESERVED

2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) - RESERVED

2.106 PREVAILING WAGE - RESERVED

2.107 PAYROLL AND BASIC RECORDS

Payrolls and basic records relating to the performance of this contract shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

The Contractor shall submit a copy of all payrolls to the Contract Administrator upon request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained as indicated above.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors upon request from the Contract Administrator

The Contractor or subcontractor shall permit the Contract Administrator or representatives of the Contract Administrator or the State of Michigan to interview employees during working hours on the job.

If the Contractor or subcontractor fails to submit required records or to make them available, the Contract Administrator may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

2.108 COMPETITION IN SUB-CONTRACTING

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

**2.109 CALL CENTER DISCLOSURE**

Vendor and/or all subcontractors involved in the performance of this contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

2.2 Contract Performance**2.201 TIME IS OF THE ESSENCE - RESERVED****2.202 CONTRACT PAYMENT SCHEDULE - RESERVED****2.203 POSSIBLE PROGRESS PAYMENTS**

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered) - RESERVED**2.205 ELECTRONIC PAYMENT AVAILABILITY**

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 at www.cpexpress.state.mi.us.

2.206 PERFORMANCE OF WORK BY CONTRACTOR - RESERVED**2.3 Contract Rights and Obligations****2.301 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.

2.302 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.

2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, 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.



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.

Contractor must obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address that Contractor provided in the bid.

2.304 TAXES

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.

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.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

2.305 INDEMNIFICATION

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.



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.

Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

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 sub clauses, 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 sub clause.

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.

Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.



- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.307 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.

2.308 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 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.

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the Contractor 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.

**2.310 PURCHASING FROM OTHER STATE AGENCIES - RESERVED****2.311 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to **30 days** after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.

2.312 RESERVED**2.313 RESERVED****2.314 WEBSITE INCORPORATION**

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.4 Contract Review and Evaluation**2.401 CONTRACT COMPLIANCE INSPECTOR**

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies **no authority to negotiate, 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 Compliance Inspector for this project is:

Tom Turner
Department of Transportation
Grand Region Office
1420 Front NW, Grand Rapids, MI 49504
(616) 451-8411

2.402 PERFORMANCE REVIEWS

Acquisition Services in conjunction with the [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.

**2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS**

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.

2.5 Quality and Warranties**2.501 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.

2.502 QUALITY ASSURANCE - RESERVED**2.503 INSPECTION - RESERVED****2.504 GENERAL WARRANTIES - RESERVED****2.505 CONTRACTOR WARRANTIES**

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.
9. The contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.
10. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.



11. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
12. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
13. The Contractor is qualified and registered to transact business in all locations where required.
14. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
15. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

2.506 STAFF

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

2.507 RESERVED

2.508 EQUIPMENT WARRANTY - RESERVED

2.509 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.



2.602 NOTICE AND THE 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.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another Contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaroud plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaroud plans or other means.

2.7 Remedies

2.701 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 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. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to



such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

A. Rights and Obligations Upon Termination

- (1) If this Contract is terminated by the State for any reason, Contractor shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) in the event that the Contractor maintains title in equipment and software that is intended to be transferred to the State at the termination of the Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables and other Developed Materials intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (2) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for partially completed Deliverables, on a percentage of completion basis. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (3.) If any such termination by the State is for cause, the State shall have the right to set-off against any amounts due Contractor the amount of any damages for which Contractor is liable to the State under this Contract or pursuant to law or equity.
- (4.) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Services under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

B. Termination Assistance

If the Contract (or any Statement of Work issued under it) is terminated for any reason before completion, Contractor agrees to provide for up to two-hundred seventy (270) calendar days after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of the Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. The State shall compensate Contractor for such termination assistance at the same rates and charges set forth in the Contract on a time and materials basis in accordance with the Labor Rates indicated within Contractors pricing section. If the Contract is terminated by Contractor under **Section 20**, then Contractor may condition its provision of termination assistance under this Section on reasonable assurances of payment by the State for such assistance, and any other amounts owed under the Contract.

**C. Reservation of Rights**

Any termination of the Contract or any Statement of Work issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

D. End of Contract Transition

In the event the Contract is terminated, for convenience or cause, or upon expiration, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of the Contract, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 270 calendar days. These efforts shall include, but are not limited to, the following:

- (1) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by the Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors.
- (2) Knowledgeable Personnel. Contractor will make available to the State or a Third Party Provider knowledgeable personnel familiar with the operational processes and procedures used to deliver products and services to the State. The Contractor personnel will work with the State or third party to help develop a mutually agreeable transition plan, work to transition the process of ordering, shipping and invoicing equipment and services to the State.
- (3) Information - The Contractor agrees to provide reasonable detailed specifications for all Services needed by the State, or specified third party, to properly provide the services required under the Contract. The Contractor will also provide any licenses required to perform the Services under the Contract.
- (4) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services under the Contract. This shall include any documentation being used by the Contractor to perform the Services under the Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of the Contract, transfer back to the State at their current revision level.
- (5) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after Contract expiration that result from transition operations). The hourly rates or fixed price to be charged will be agreed upon prior to the work commencing.
- (6) Single Point of Contact. Contractor will maintain a Single Point of Contact (SPOC) for the State after termination of the Contract until all product and service obligations have expired.

E. Transition out of this Contract

- (1) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the Contractor agrees to perform the following obligations, and any others upon which the State and the Contractor agree:
 - (i) Cooperating with any contractors, vendors, or other entities with whom the State contracts to meet its telecommunication needs, for at least two hundred and seventy (270) days after the termination of this Contract;
 - (ii) Reserved.



- (iii) Providing the State with all asset management data generated from the inception of this Contract through the date on which this Contract is terminated, in a comma-delimited format unless otherwise required by the Program Office;
 - (iv) Reconciling all accounts between the State and the Contractor;
 - (v) Allowing the State to request the winding up of any pending or ongoing projects at the price to which the State and the Contractor agreed at the inception of the project;
 - (vi) Freezing all non-critical software changes;
 - (vii) Notifying all of the Contractor's subcontractors of procedures to be followed during the transition out phase;
 - (viii) Assisting with the communications network turnover, if applicable;
 - (ix) Assisting in the execution of a parallel operation until the effective date of termination of this Contract
 - (x) Answering questions regarding post-migration services;
 - (xi) Delivering to the State any remaining owed reports and documentation still in the Contractor's possession.
- (2) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:
- (i) Reconciling all accounts between the State and the Contractor;
 - (ii) Completing any pending post-project reviews.

2.703 LIQUIDATED DAMAGES - RESERVED

2.704 STOP WORK

1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either:
 - a) Cancel the stop work order; or
 - b) Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - a) The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and
 - b) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.



4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.

2.705 SUSPENSION OF WORK

The Contract Administrator may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contract Administrator determines appropriate for the convenience of the Government.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this contract, or (2) by the Contract Administrator's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

A claim under this clause shall not be allowed:

- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

2.8 Changes, Modifications, and Amendments

2.801 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.

2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

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.**



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.

2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Acquisition Services. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2.805 CHANGES

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- (a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
 - (1) The date, circumstances, and source of the order; and
 - (2) That the Contractor regards the order as a change order.
- (b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.



Article 3 – Contractor’s Work Plan

3.0 Janitorial Work Plan

Location	Staffing Level	Subcontracting
Grand Region Office 1420 Front NW Grand Rapids, MI 4904	1 Employee	No
Grand Region Special Crew 1240 Front NW Grand Rapids, MI 49504	1 Employee	No
Grand Region A& E 1400 Scribner NW Grand Rapids, MI 49504	1 Employee	No

Location	Time Frames
Grand Region Office 1420 Front NW Grand Rapids, MI 4904	5:30pm-9:00pm
Grand Region Special Crew 1240 Front NW Grand Rapids, MI 49504	5:30pm-7:00pm
Grand Region A& E 1400 Scribner NW Grand Rapids, MI 49504	Floor Care only: 8:00pm-9:00pm

3.1 Training and Development

All Staff attend the following training PRIOR to being placed on the work site:

ORIENTATION (Three Hours)

- Video introducing and welcoming them to GRBS
- Vision and mission of our company
- All required government documentation is filled out include proof of ability to work in the United States.



- State Police records check conducted on line
- Uniform and badges distributed
- Video – Ground Rules for Custodians

Addresses harassment, drugs, alcohol, smoking, theft

Discusses unbecoming behavior, respect for supervision, and customer service

- Incentive and fun programs at GRBS, Get involved!
- Advancement opportunities at GRBS, this is a career!
- How to be a customer service provider
- Question and answer period

SAFETY TRAINING (Two Hours)

- MSDS training for all chemicals
- First Aid and Safety Training including fire and severe weather
- Safe lifting for healthy back care
- Biohazard training video
- Biohazard training verbal, question and answer and filling out paperwork.

ON SITE ORIENTATION

- Welcome
- Orientation checklist
- Confirm biohazard and safety training – site specific safety issues
- Tour of facility
- Meet training coach

ON SITE TRAINING (First Three Days of the Shift)

- Meet with supervisor beginning of the shift, answer any questions
 - Train in area for one day, on top of the budget so time to completely learn what to do
 - Train in one area for one day with the trainer to pick up the pace and learn productivity
 - On day three, do the area alone with the supervisor checking in every two hours for questions
 - Supervisor evaluates the work on day three during the last hour of service to fix any item not done to specification. Gives written feedback so trainee understands inspection procedure and accepts it as part of the job, not as punitive process
- Cleaner signs the training checklist confirming knowledge of and commitment to process



- Supervisor walks area day four and five to ensure quality and efficiency are on track, and to give feedback for employees.

ON GOING TRAINING

CLEANING STAFF

Supervisor giving written inspections twice/month meets with cleaner to review inspection.

Manager inspects the cleaner once/month and reviews results.

Training meetings held once/month on trends to correct, continual improvement programs and customer service skills

Semi annual certification on biohazard to ensure retention

SUPERVISOR TRAINING CLASS 1 (15 Hours Classroom)

Candidates wishing to enter Supervisor Training Classes are welcome at any time. This fifteen hour course is in addition to the Training coach class. We run this class weekly on Wednesday afternoons, and will quarterly run a night class for candidates not able to attend during the day. Finding qualified supervision on the outside is challenging, and supporting the program by having an internal means for advancement is how we keep leadership ready and able to grow with our company.

- Vision and Mission, Pyramid Structure of Service, Servant Leadership
- Total Quality Management, continual improvement
- Employee relations, motivation, make a fun work environment
- Cleaning the GRBS way; chemicals, equipment, processes
- Payroll, budgets, labor distributions
- Training new employees, orientation and training checklists
- Supply inventory and delivery processes
- Vacuum care and repair
- Quality assurance processes, writing inspections, getting results
- Customer service, positive communication
- Employee counseling, discipline and celebration
- Standard operating procedures and specifications

Supervisors receive four weeks of on site training. Two weeks are conducted with an on site Field Supervisor and two weeks with the Operations Manager. A Training Manager certifies them at the end of the four-week classroom and on site training.

SUPERVISOR CLASS 2 (12 Hours Classroom)

Supervisor Class 2 delves into communication issues with employees and customers. Role-plays are an important part of this class to ensure skill development in communication.

- The cycle of communication and listening skills
- Maslow and Herzberg's Theories of Motivation, meeting needs and being satisfied
- EEO and the law
- ADA, family medical leave, working with disabilities
- Harassment and the law
- Successful written communication
- Assertive vs. Aggressive Skills, successful confrontation
- Public relations with customers

FLOOR CARE CLASS (12 Hours Classroom)

- Sweep, Mop and Buffing



- Ceramic and Grout Cleaning
- Scrub and Recoating
- Strip and Waxing
- KaiVacing
- Vacuuming and Pile Lifting, Space Vacuuming
- Dry Cleaning Methods of Carpet Cleaning; Taski, Capture
- Upholstery and Panel Cleaning
- Scrub and Extraction Carpet Cleaning
- Walk Behind Automatics and Carpet Machines for Productivity
- Equipment Maintenance and Safety
- Floor Assessment

LEADERSHIP CLASS

Once our folks get into classes, they don't want them to end. We wrote this class in response to our supervisors and managers requesting more time together to learn and brainstorm. This is a Learn to Earn Program. In other words, they volunteer their time and if they pass the class and certification process, they receive a bonus, but only after successful completion. This is offered twice/year on Fridays for three months; a total of 30 hours of training.

The History of Leadership

Self-Assessment from trait based leadership

Theory X/Y Leadership, Fiedler's Contingency Model

Situational leadership and assessment

Management by responsibility

Team skills and the benefits of teams

Fish Philosophy

Managing the legal side of employee relations

Customer confrontation, when the customer is NOT always right, goes for the win-win

Work loading and productivity

Sales and marketing

Career development in our industry

Participants must pass a ten page test, write a paper reviewing what they learned and the practical application in their current jobs, and meet with the Director of Operations on their career objectives to set a plan.



ANNUAL SUPERVISOR RETREAT

Every year, we head to a lodge for a Friday/Saturday workshop developed by a committee of management and supervision. The topic is chosen by our supervisors. We provide participatory exercises, speakers and material supporting the knowledge desired. Past topics have included:

- When the Going Gets Tough The Tough Get Better (2003)
- Fish Philosophy (2002)
- Increasing Employee Retention (2001)
- Customers are Why we Exist (2000)
- Communicating to non-English Speaking Employees (1999)
- Team Development (1998)
- Strategic Planning (1997)
- Stress Management (1996)
- Advanced Carpet Cleaning (1995)

This fun, active weekend gives us a great chance to network with leadership through out the company. Supervisors voluntarily attend, and we traditionally receive 70 percent participation from our staff, once again reinforcing if we invest in the development of our team, they will invest their futures in us. We do not buy leaders; we develop and make them. It is one of the most rewarding aspects of our job.

Let us show you videos and pictures of our special adventures including Nextel's dropped in lakes, canoeing in circles, water balloon battles, all night euchre tournaments and smores by the campfire. By all means, join us in May.

SUPERVISOR BANQUET

Our training programs are celebrated annually by giving out awards for leadership at the supervisor banquet held at Duba's. We hope you will join us next year as customers are invited to share in celebrating the hard work and results given through the year. Awards are given to Supervisor of the Year, Rookie of the Year, Overcoming the Greatest Personal Challenge, Manager of the Year, Trainer of the Year, and Lloyd Whitman Award for Loyalty and Dedication. We also celebrate 5, 10, 15, 20, 25 years of service.

We had three leaders last year marking their 25th anniversary including Rex Kuhn, our president who started many years ago as a Carpet and Tile Supervisor. His vision for internal development remains one of our strengths as a cleaning contractor.

MANAGEMENT CLASS

This is a yearlong class held on Fridays, every other week. We review the BSCAI management-training program in conjunction with GRBS procedures. This seven volume course covers: Cleaning and special services, floor care and carpet cleaning, hiring and firing, personnel policies, training and motivation, safety and security, account management. Other subject matter in this class includes management communication requirements, public relations, confrontation, problem solving, bidding and estimating, employee development, time management and continual self-improvement. We also focus on the transition and difference between supervision and management. Not everyone is ready or able to make this jump between hourly and salary, and to avoid promoting persons beyond their ability, we repeatedly push this issue.

Watch for persons in our industry who are promoted beyond their capability. Keeping management long term is a challenge in our industry that we have SUCCESSFULLY overcome through our commitment to continual development. Managers must be leaders first and foremost, and you can only be a leader if people will follow you. We routinely find others applying with our company who were promoted in other cleaning companies much further than we would have allowed.



BSCAI CONFERENCES AND SEMINARS

We annually send a delegation to the BSCAI national conference. This year it was held in Chicago, Illinois. We benefit most from interacting with professionals in other companies who share their best practices. Local cleaning associations do not feel as free to share good ideas because of the competition, so we receive our best interaction at the national level. Additionally, there is a vendor trade show with over 1000 participants annually who not only display their innovations, but also offer training classes on equipment and processes. Finally, we take this opportunity to share and shine with our own programs by speaking at seminars and leading discussions. In 2003, Grand Rapids Building Services presentations were rated #1 on the conference evaluations. Over 25 GRBS, KBS, and LBS supervisors and managers attended voluntarily to further their education and training as experts in the cleaning industry.

RBSM, CBSE AND GRBS CERTIFICATIONS

BSCAI provides a rigorous testing and screening process to promote education and professionalism in our field. David O'Brien, Michelle Kershner and Darla Sutton passed the eight hour examination for their RBSM (Registered Building Service Manager). They are among an elite group of less than 500 professionals world wide having this designation. Karin Wysocki was certified in 2001, as a CBSE (Certified Building Service Executive) one of less than 280 world wide, and one of less than 50 women world wide. We are proud to have four dedicated professionals leading our management team.

Unique to GRBS, Inc. is our commitment in certifying our staff. We have developed certifications at every level of employment within our company.

Certifications Include:

- A. General Cleaning Training after three days of hire for all positions in the company
- B. Supervisor Level 1 Class after two weeks of hire for supervisors
- C. Supervisor Level 2 Class after six months of hire for supervisors
- D. Leadership certification, paper and interview with operations director after completion of the three-month course
- E. Hard surface floor care class certification after completion of the class
- F. Carpet cleaning certification after completion of the class
- G. Management certification after completion of management class one year after hire

Certifications are on site tests validating information was retained and can be utilized appropriately and accurately on site. Our training department conducts these certifications.

We are Charter Members of the Building Service Contractor's Association International. We annually attend the National and Regional conferences and seminars. We have lead seminars on Employee Retention, Recruiting and Training as we are considered experts in our industry for this area.

Additionally, we also participate as members in the Society of Human Resources Management, Association for Training and Development and the Chamber of Commerce.



TEAM TRAINING

All supervisors and managers participate on a work team. They meet monthly with approximately ten other supervisors and managers to discuss company goals and objectives, to be educated on new chemicals and equipment, to brainstorm new ideas and to keep a fresh perspective on our commitment to continual improvement. This group will be joining our supernova team.

Each team meeting has the same agenda but takes a different direction based on the needs of the participants. Our three teams are SWAT, BOB's and SUPERNOVA.

In the year 2002/2003, we addressed the following topics at our meetings:

- Occupancy Vs. Square Footage Productivity Scales
- Developing Yourself, Up or Within
- Retention and Turnover Statistics, Exit Data Analysis
- Your Favorite Employee, How to Make Them all Your Favorite Employees
- Working with Difficult People
- Skills Assessment for the Service Industry Supervisor

New Products Demonstrated at the Team Meetings this past year include:

- Bio Technology in Cleaning Products
- KaiVac and Black Light Technology
- Tail Vacs and Super Coach Vacs with Jet Sweep Tool for Tile
- Grout Brush, Doodle Bugs, Bowl Brush Improvements
- PVC Mops, Flat Mops and Micro Fiber Cloths

Incentive Programs developed by the Teams:

- Attendance Bonus
- Inspection Bonus
- Earn a Week of Paid Vacation by Covering for a Team Member
- Best Enthusiasm of a Roll out Program

3.2 Health, Safety, & Environmental Protection

Health and safety of our employees is stressed in our training and motivation programs. Employees need to know how to work safe and they must feel safe or they will not stay.

In addition to our training program on health and safety, we incorporate compliance through our inspection program. Health and Safety are addressed on our inspection conducted twice monthly.

We minimize the use of caustic chemicals, typically reserved for floor care procedures. Our technicians are trained on safe handling of the chemicals and safe disposal of our products. All of our products are properly labeled, and copies of our MSDS sheets will be forwarded to the contract administrator prior to servicing the site.

Our insurance company has recognized us for our low experience modification rate (.80). Our supervisors are trained in managing injuries to ensure swift and competent medical attention for our staff. We have low incident of injury because of our pro-active training prior to work, during work and at inspections.

As in all of our facilities the customers look to us for answers for the best way to maintain a healthy building. All too often the cleaning service is not up to speed with the latest technology and applications to address the clients concerns. We use black light technology to identify bacteria; enzyme digestent to eliminate bacteria at the source, quaternary disinfectants and vacuums approved by the Carpet and Rug Institute for indoors air quality.



3.3 Quality Assurance Plan

CUSTOMER SERVICE PROGRAM

Who is the customer? We of course are servicing the representatives to whom we report. Most importantly, our customers are the employees of the **State of Michigan**. We look increasingly to the staff of a facility to be our best allies and critics. The majority of feedback that we receive from them is honest, accurate and timely. By addressing the customer on a one to one basis, we can service and educate them in a very efficient manner. We have structured our customer service around this precept that ALL staff is equally important.

An Account Manager comes to the site twice per month. They conduct an analysis of conditions on site, but also meet with the facility administrator and other key staff members. This person receives advanced training on customer service to make certain our customers recognize us as Michigan's Best Provider of Cleaning Professionals.

EXAMPLES OF HOW CONCERNS WILL BE RESOLVED

Our Site Supervisor will be in direct contact with the **State of Michigan** facilities representative for any issues. Each building will have a logbook so staff can request services. We also have our Nextel telephone numbers in the logbook, should someone prefer to call us or have us visit the site to address a concern or make a request. We can't address a complaint unless we make ourselves readily available to receive the communication. We are on Nextel, two way communication for immediate response to any concerns because time is of the essence. How we respond and how fast we respond is frequently the measure of good customer service. The word URGENCY is paramount to our vocabulary when dealing with customer concerns. We can turn a negative into a positive by addressing an issue with speed and concern, then coming up with proactive measures to minimize repetition.

Should a higher level of facilitation be necessary, we can be reached at our office from 8:00 a.m. to 10:30 p.m. We maintain a second shift dispatch in our company to address communication and leave the answering service to third shift and weekends only, when the fewest issues come in. We always have a manager on duty that is cross-trained to handle any situation. The Account Manager for the site is available 24 hours/day through a pager and Nextel telephone, with a co-manager covering for days off and vacations.

We will also provide the Contract Administrator with damage reports, accident reports, chemical spills and/or hazard communications within 24 hours.

COMPLIANCE WITH A REQUEST OR A CONCERN – STANDARD POLICY

1. Just do it.

OK, so we borrowed from a shoe company. Even if a service is not in the specification, it usually takes less time to just fix an issue than fight it. If it becomes a repeat concern that is causing us extra time outside the normal contract, we discuss this with the contract administrator. Rarely have we not come to agreements on negotiating services within a contract should priorities change. We address by just doing it, don't fight it.

2. If the request will take time, ask when it needs to be done.

Get the data and find out when the customer expects it to be done. If we don't ask when the customer expects it to be done, we sometimes create a bigger problem by either not meeting their timeline or by rushing when it wasn't necessary. Keeping a calm head and asking the right questions usually defuses a negative situation.

3. If there are concerns in meeting a request or complaint – Communicate

The contract administrator needs to know what is happening. We don't hide our mistakes. If something went wrong, something went wrong. It doesn't denigrate our integrity to admit and address mistakes; it does if we hide them. The contract administrator will gain confidence in our ability to problem solve if we communicate anything going wrong in the account. Also, if we are not the inherent cause of the problem, the contract administrator can affect a change in the system we frequently don't have the power to make. If nothing else, the contract administrator can protect us from negative publicity if we are not the source of the problem. We aren't afraid to communicate.



FORMS USED FOR QUALITY ASSURANCE

The Account Manager conducts inspections, walk/audits monthly. She/He keeps the quality assurance file and meets with the Facility Administrator each month to review each month’s performance.

The On Site Supervisor writes inspections for each cleaner twice/monthly.

These written benchmarks are turned into the office and recorded into our computer database. Every month, the Director of Operations monitors frequency and grades of inspection. If anything is less than a 90 percent average, they receive an on-site visit from an outside Account manager to validate conditions are back in line. If anything is less than an 84 percent average, they receive a visit by the Director of Operations to make sure all corrections were made and the system is back in place.

We expect our staff to average between 94 – 96 percent. Rewards are given to those who regularly perform over this level. We remove cleaners who do not consistently perform over a 90 percent. This is our quality assurance measurement.

Twice each year, the Director of Operations visits to assess the conditions and meets with the contract administrator for feedback. The Director of Operations is available to the contract administrator at anytime they wish to meet. At this meeting, a report is collated by GRBS with public relations (PR) trends from the year, inspection trends from the year, supply usage figures, turnover figures and a plan of action for continual improvement. We feel this is an accurate benchmark of service from the data collected yearlong. Surveying usually provides only a current assessment of cleaning at that point, not a yearlong review. We are not opposed and actively participate in any surveying conducted, but we do not give customer surveys out for this reason.

This multi level, multi process quality assurance system may seem extensive. It is. We are of no value to you if we don’t get the results your staff can appreciate.

3.4 Equipment and Supplies

ALL EQUIPMENT WE BRING IN WILL BE NEW. We will not bring in used equipment.

Grand Rapids Building Services warehouses all chemicals and paper products at 1200 Front Street, N.W., Grand Rapids, MI 49504.

State of Michigan will be set up on a monthly delivery. Our warehouse Supervisor pulls the orders and drops it to the account docking area or wherever he is designated to deliver. The customer is not required to move our product. We handle everything.

Our supervisors may order whatever they desire to be able to service the account. Supply costs are minimal to labor costs, and having poor supplies usually costs us in labor to fix a problem. All equipment including disposable gloves, brooms, mop buckets, wringers, mops, dustups, doodlebugs, spray bottles, triggers, labels, etc. are available at any time to our supervisory team.

Most of our product line is through Spartan Chemical. We utilize some specialty products as well. Some of our specialty products include:

<u>CLEANER</u>	<u>MANUFACTURER.</u>	<u>FUNCTION</u>
T.E.T.	X-Cel Chemical	Glass and Cleaner
Best Bet	Betco	Cream Cleanser
Kaiblooy	Kaivac	Restroom Cleaner
DMQ	Spartan	Disinfectant, Quarternary
Citigrime	Spartan	Spot Cleaner
MLD	Spartan	Bowl Cleaner
Consume	Spartan	Enzyme Digestant
Speedball	Butchers	Degreaser
Barebones	NCL	Liquefying Stripper
Hammer	Candy Peck	Degreaser
Floor Profi	Taski	Vinyl Floor Cleaner
Taski 103	Taski	Carpet Cleaner
Restrain	Betco	Peroxide Cleaner
Betco Best	Betco	VCT Wax

JANITORIAL SPECIFICATIONS AND REQUIREMENTS

CONTRACTOR ADMINISTRATOR: Tom Turner (616) 451-8411

Location #1: **MICHIGAN DEPARTMENT OF TRANSPORTATION**
Grand Region Office
1420 Front, NW
Grand Rapids, MI 49504

Area to be cleaned:

19,380 sq.ft. carpeted

2,820 sq. ft. Hallway and Lobby carpeted (included in above)

444 sq.ft. non-carpeted includes restrooms, lobbies, storage, etc.

1,315 sq. ft. Ceramic tile non-carpeted (including restrooms, lobbies, storage, etc.)

70 Work Stations

Restrooms: **2** with **17** units, **1,230** sq. ft. floor space (included in non-carpeted above)

Location #2: **MICHIGAN DEPARTMENT OF TRANSPORTATION**
Grand Region Special Crews Facility
1240 Front, NW
Grand Rapids, MI 49504

Area to be cleaned: (Office, lunch room, and restrooms)

3,350 sq. ft. vinyl floor

Restrooms: **2** with **8** units, includes **2** showers, **900** sq. ft. floor space (included in above).

Location #3: **MICHIGAN DEPARTMENT OF TRANSPORTATION**
Grand Region A&E Facility
1400 Scribner, NW
Grand Rapids, MI 49504

Area to be cleaned: (Lunch room)

216 sq. ft. non-carpet

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

A. TASK DEFINITIONS

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

1. Vacuum Carpet and Spot Cleaning

Thoroughly vacuum all carpeted areas. Move and vacuum under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. After vacuuming, leave all rugs clean, free from dust balls, dirt and other debris. Prior to vacuuming, broom all edges not reached by vacuum. Straight suction vacuuming is not acceptable. **The agency requires that a motor driven Commercial grade vacuum with HEPA filtered exhaust or equipment that meet these standards be used exclusively in all carpeted areas where water and/or snow does not present a problem.** Empty dust and dirt from vacuum cleaner into a plastic trash bag, tie off and remove to a Dumpster. As part of the vacuuming process, carpet spot cleaning is required on an ongoing basis.

2. Dust Mop

Thoroughly dust mops all non-carpeted areas. Move and dust mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. Dust mops must be treated with water based dust control chemical. Place dust and dirt into plastic trash bag, tie off and remove to Dumpster.

3. Damp Mop

Thoroughly damp mops all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free.

4. Sweeping and Damp Mopping

Dust mopping must be performed with a treated mop. After sweeping and damp mopping operation, all floors must be clean and free from strings, bristles and dirt streaks. Leave no dirt in corners, behind radiators, under furniture, behind doors, on stairs or landings. Leave no dirt where sweepings were picked up. Leave no dirt, trash, or foreign matter under desks, tables or chairs.

5. Wet Mopping and Scrubbing

The floors must be properly prepared, thoroughly swept to remove visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces. Upon completion of the wet mopping or scrubbing, the floor must be clean and free of dirt, water streaks, mop marks, strings; properly rinsed and dry mopped to present an overall appearance of cleanliness. All surfaces must be dry and corners and cracks clean after the wet mopping or scrubbing. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or window sills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.

6. Wet Mopping

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

7. Damp Wiping

This task consists of using a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then drying to provide a polished appearance.

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

8. Stripping and Sealing

- a. Completely remove all dirt, wax and other foreign substances in returning the floor to its original surface.
- b. Apply a thin coat of sealer with caution to prevent streaking or bleaching of floor surface. This application in preparation for waxing must be according to manufacturer's recommendations. The stripper, sealer and wax products used must be compatible for this activity, and wax must be a minimum of 25% solids.

9. Waxing and Buffing

Apply wax in a thin, even coat and machine buff with a high speed buffer immediately after drying. The number of coats applied will depend on the type and condition of the floor. All waxed surfaces must be maintained so as to provide safe ANTI-SLIP walking conditions. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or window sills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.

10. Wet Mopping and Buffing

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

11. Empty Waste Receptacles

Empty all containers that are provided for the disposal of waste i.e., waste baskets, torpedo type containers, sanitary napkin disposal bins, boxes, etc. into plastic bags, tie off and remove to dumpster. Dispose of items in waste containers only unless clearly marked for disposal. When in doubt, do 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 and changed as needed.

12. Restroom Cleaning

a. Fill Dispensers

Dispensers of all types must be checked and filled when necessary (soap, toilet tissue, paper towels, etc.).

b. Dusting

Completely dust all fixtures, ledges, edges, shelves, exposed pipes, partitions, door frames, tops of file cabinets, etc. Pay particular attention to the tops of these items. An approved dust cloth or dusting tool, treated with water based dust control chemical, must be used. Areas not cleared by office occupant are not to be dusted.

c. 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.

d. 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.

e. Clean Glass and Mirrors

Thoroughly clean all glass and mirrors using an approved alcohol based glass cleaner. Use a soft, clean cloth. Dry completely. Surface should be streak, smear, and smudge free. Make sure attached frames, edges, and shelves are also cleaned and dried as well as the glass surface. Squeegee may be used as needed.

f. Clean and Disinfect Toilets and Urinals

Thoroughly clean toilets, toilet seats, and urinals with approved acid free bowl cleaner, rinse thoroughly. (Approved acid cleaner may not be used more than once per month and should be used on the interior of toilet or urinal only. Great care must be taken to avoid any chrome when acid cleaner is used). Wipe each toilet, toilet seat and urinal completely with approved disinfectant solution. Buff dry to a streak, smear and smudge free "shine". Leave seats in a raised position.

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

Thoroughly clean all walls (including switch and plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved *disinfectant solution and allow to air dry.

h. Damp Mop - *Disinfectant

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.

i. 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 (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

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 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. Clean Air Bars and Vents

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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 TASK FREQUENCIES

1. Office Cleaning

- a. Vacuum carpet, sweep & dust mop hard surface floors if applicable. Remove spots/stains from carpet. **Frequency: 5X per week**
- b. Empty waste receptacles **Frequency: 5X per week**
- c. Dust thoroughly – building wide **Frequency: 1X per week**
- d. Dust/clean blinds **Frequency: 1X per week**
- e. Dust/clean baseboards **Frequency: 1X per week**

2. Restrooms - Location #1 – 1420 Front, Grand Rapids

2 Restrooms 17 Units 1,230 sq. ft. Ceramic Tile Floor Space (included in non-carpeted floor space)

- a. Empty waste receptacles and replace liners **Frequency: 5X per week**
- b. Fill dispensers **Frequency: 5X per week**
- c. Dust **Frequency: 5X per week**
- d. Clean and disinfect waste receptacles **Frequency: 5X per week**
- e. Dust mop/sweep floors. **Frequency: 5X per week**
- f. Damp mop and disinfect floors. **Frequency: 5X per week**
- g. Clean and disinfect sinks. **Frequency: 5X per week**
- h. Clean glass and mirrors. **Frequency: 5X per week**
- i. Clean and disinfect toilets and urinals. **Frequency: 5X per week**
- j. Clean and disinfect walls around toilets and urinals, stall and entry doors, and partitions between toilets, urinals and sinks. Also perform any obvious spot cleaning. **Frequency: 1X per week**
- k. Maintain floor drain(s)/traps free of odors. **Frequency: 5X per week**

Restrooms – Location #2 – 1240 Front, Grand Rapids

2 Restrooms 8 Units 900 sq. ft. Vinyl Floor Space

- a. Empty waste receptacles and replace liners **Frequency: 5X per week**
- b. Fill dispensers **Frequency: 5X per week**
- c. Dust **Frequency: 5X per week**
- d. Clean and disinfect waste receptacles **Frequency: 5X per week**
- e. Dust mop/sweep floors. **Frequency: 5X per week**
- f. Damp mop and disinfect floors. **Frequency: 5X per week**
- g. Clean and disinfect sinks. **Frequency: 5X per week**
- h. Clean glass and mirrors. **Frequency: 5X per week**
- i. Clean and disinfect toilets and urinals. **Frequency: 5X per week**
- j. Clean and disinfect walls around toilets and urinals, stall and entry doors, and partitions between toilets, urinals and sinks. Also perform any obvious spot cleaning. **Frequency: 1X per week**
- k. Maintain floor drain(s)/traps free of odors. **Frequency: 5X per week**

3. Lobby

- a. Empty waste receptacles and replace liners. **Frequency: 5X per week**
- b. Dust mop or vacuum sweep and damp mop. **Frequency: 5X per week**
- c. Maintain clean glass inside & out (including entrance doors) **Frequency: 5X per week**
- d. Clean by most appropriate means all lobby furniture. **Frequency: 1X per week**

- e. Remove mat, clean floor underneath and replace mat. **Frequency: 5X per week**
- f. Empty exterior ashtrays/trash receptacles, replace liners, and clean all general areas including entrances **Frequency: 5X per week**

4. Drinking Fountains

- a. Clean and disinfect **Frequency: 5X per week**
- b. Wipe dry **Frequency: 5X per week**

5. High (Heavy) Traffic Areas

Special attention must be given to the areas listed below. Both schedules & duties will be conducted as indicated. The Contract Administrator reserves the right to schedule the activities listed in this section. (Vacuum carpet, sweep & clean as appropriate to specific hard floor surface, clean table tops and counter surfaces, remove spots/stains from carpet, empty waste receptacles).

- a. Conference rooms **Frequency: 5X per week**
- b. Lunch rooms, break rooms, areas, food vending machine areas, kitchen areas **Frequency: 5X per week**
- c. Empty Central Waste Collection Bins and replace liners **Frequency: 5X per week**

6. Intensive Floor Care

- a. Scrub restroom floors **Frequency: 4X per year**
- b. Clean carpet full contract area, (hallway and lobby carpet is not to be included in this cleaning). **Frequency: 2X per year**
- c. Clean carpet in main hallway and lobby. **Frequency: 4X per year**
- d. Strip, seal, and wax floors in hallway, break room, all 3 entrance, storage room, and lobby. **Frequency: 4X per year**

7. Walls and Partition/Interior Glass

- a. Spot clean walls including light switches **Frequency: 1X per month**

8. Variable Procedures

- a. Clean air diffusers. **Frequency: 2X per year**
- b. Clean light fixture lenses. **Frequency: 2X per year**
- c. Wash and disinfect all waste receptacles (inside & out). **Frequency: 12X per year**

**** 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

***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 DEPARTMENT OF TRANSPORTATION
Grand Region Office
1420 Front, NW
Grand Rapids, MI 49504
ATTN: Tom Turner

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 and the purchase order number.

L. HOURS OF WORK/STATE HOLIDAYS

Work hours of contractor servicing this contract must be between the hours of 4:30 p.m. and 9:00 p.m.

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.

**MICHIGAN DEPARTMENT OF TRANSPORTATION
GRAND REGION OFFICE
1420 FRONT NW
GRAND RAPIDS, MI 49504**

PRICING SHEET

Part I

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

Description:	Estimated price per month:	Total for 36 months (Multiply estimated monthly price times 36 months):
Janitorial Services	\$1,493.00	\$53,748.00

Part II

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

Description: Periodic Services	Estimated Services	Price per Service	Total for 36 months (Multiply price per service times estimated services)
Quarterly-Annual Services:			
1. Strip, seal, and wax floors in hallway, break room, all three entrances, storage room, and lobby. Scrub only all restroom floors.	12	\$100.00	\$1,200.00
2. Carpet cleaning main hallway and lobby.	12	\$110.00	\$1,320.00
Semi-Annual Services:			
1. Carpet Cleaning for full contract area.	6	\$344.00	\$2,064.00
2. Clean air diffusers and light fixtures.	6	\$164.00	\$984.00

Part III

A. TOTAL ESTIMATED 3-YEAR CONTRACT PRICE: \$59,316.00

(Add price for 36 months plus price for all periodic services)

B. TOTAL ESTIMATED 1-YEAR CONTRACT PRICE: \$19,772.00

(Divide total estimate contract price by 3)

**Contractor's Name: Grand Rapids Building Services, Inc.
Contact Person: Michelle Kershner
E-mail: mkershner@grbsinc.com**

**MICHIGAN DEPARTMENT OF TRANSPORTATION
 GRAND REGION SPECIAL CREW FACILITY
 1240 FRONT NW
 GRAND RAPIDS, MI 49504**

PRICING SHEET

Part I

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

Description:	Estimated price per month:	Total for 36 months (Multiply estimated monthly price times 36 months):
Janitorial Services	\$533.00	\$19,188.00

Part II

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

Description: Periodic Services	Estimated Services	Price per Service	Total for 36 months (Multiply price per service times estimated services)
Quarterly-Annual Services:			
1. Strip, seal, and wax floors in hallway, break room, all three entrances, storage room, and lobby. Scrub only all restroom floors.	12	\$317.00	\$3,804.00

Part III

A. TOTAL ESTIMATED 3-YEAR CONTRACT PRICE: \$22,992.00

(Add price for 36 months plus price for all periodic services)

B. TOTAL ESTIMATED 1-YEAR CONTRACT PRICE: \$7,664.00

(Divide total estimate contract price by 3)

**Contractor's Name: Grand Rapids Building Services, Inc.
 Contact Person: Michelle Kershner
 E-mail: mkershner@grbsinc.com**

MICHIGAN DEPARTMENT OF TRANSPORTATION
GRAND REGION A&E FACILITY
1400 SCRIBNER NW
GRAND RAPIDS, MI 49504

PRICING SHEET

Part I

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

Description: Periodic Services	Estimated Services	Price per Service	Total for 36 months (Multiply price per service times estimated services)
Quarterly-Annual Services:			
1. Strip, seal, wax, and buff lunchroom floor	6	\$88.00	\$528.00

Part II

A. TOTAL ESTIMATED 3-YEAR CONTRACT PRICE: \$528.00
(Total for 36 months periodical service)

B. TOTAL ESTIMATED 1-YEAR CONTRACT PRICE: \$176.00
(Divide total estimate contract price by 3)

Contractor's Name: Grand Rapids Building Services, Inc.
Contact Person: Michelle Kershner
E-mail: mkershner@grbsinc.com