

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

February 8, 2008

CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B5200122
 between
 THE STATE OF MICHIGAN
 and

| | |
|--|---|
| NAME & ADDRESS OF VENDOR Corporate Security Solutions 1145 28 th Street S.E. Grand Rapids, Michigan 49508 cshaffer@gocss.com | TELEPHONE (616) 248-3372 Andrew Shaffer |
| | VENDOR NUMBER/MAIL CODE (001) |
| | BUYER/CA (517) 241-1916 Jim Wilson |
| Contract Compliance Inspector: Lawrence E. White Director, (616) 364-8959 WhiteL2@michigan.gov Fire Safety, Fire Prevention and Security Services - DMVA | |
| CONTRACT PERIOD: From: December 20, 2004 To: December 31, 2008 | |
| TERMS N/A | SHIPMENT N/A |
| F.O.B. N/A | SHIPPED FROM N/A |
| MINIMUM DELIVERY REQUIREMENTS N/A | |

NATURE OF CHANGE(S):

Effective immediately, this Contract is EXTENDED through December 31, 2008, and INCREASED by \$271,165.00. All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per request of DMVA, Ad Board approval on 02/05/08, and DMB/Purchasing Operations' approval.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$677,913.00

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

December 22, 2004

NOTICE
 TO
 CONTRACT NO. 071B5200122
 between
 THE STATE OF MICHIGAN
 and

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| NAME & ADDRESS OF VENDOR Corporate Security Solutions 1145 28th Street S.E. Grand Rapids, Michigan 49508 cshaffer@gocss.com | TELEPHONE (616) 248-3372 Andrew Shaffer |
| | VENDOR NUMBER/MAIL CODE (001) |
| | BUYER/CA (517) 335-4804 Douglas Collier, CPPB |
| Contract Compliance Inspector: Lawrence E. White Director, (616) 364-8959 WhiteL2@michigan.gov Fire Safety, Fire Prevention and Security Services - DMVA | |
| CONTRACT PERIOD: From: December 20, 2004 To: September 30, 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 #071I5200008, this Contract Agreement and the vendor's quote dated 10/04/2004. 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: **\$406,747.52**

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

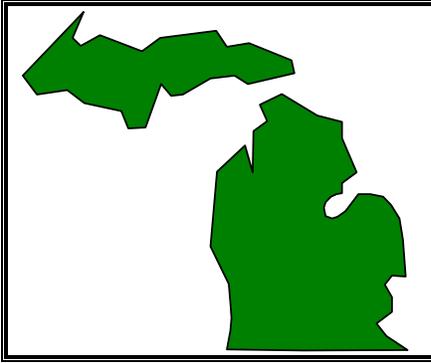
**CONTRACT NO. 071B5200122
 between
 THE STATE OF MICHIGAN
 and**

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| NAME & ADDRESS OF VENDOR Corporate Security Solutions 1145 28th Street S.E. Grand Rapids, Michigan 49508 <p style="text-align: right;">cshaffer@gocss.com</p> | TELEPHONE (616) 248-3372 Andrew Shaffer VENDOR NUMBER/MAIL CODE / 001 BUYER/CA (517) 335-4804 Douglas Collier CPPB |
| Contract Compliance Inspector: Lawrence E. White Director, (616) 364-8959 WhiteL2@michigan.gov Fire Safety, Fire Prevention and Security Services - DMVA | |
| CONTRACT PERIOD: From: December 20, 2004 To: September 30, 2007 | |
| TERMS <p style="text-align: center;">N/A</p> | SHIPMENT <p style="text-align: center;">N/A</p> |
| F.O.B. <p style="text-align: center;">N/A</p> | SHIPPED FROM <p style="text-align: center;">N/A</p> |
| MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p> | |
| MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract are those of ITB #071I5200008, this Contract Agreement and the vendor's quote dated 10/04/2004. 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.</p> <p>Estimated Contract Value: \$406,747.52</p> | |

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I5200008. Orders for delivery of equipment will be issued directly by the Department of Military and Veterans Affairs through the issuance of a Purchase Order Form.

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

| | |
|--|--|
| <p>FOR THE VENDOR:</p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p> | <p>FOR THE STATE:</p> <hr/> <p style="text-align: center;">Signature Douglas Collier, CPPB, Buyer</p> <hr/> <p style="text-align: center;">Name Professional Services Division</p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p> |
|--|--|



**STATE OF MICHIGAN
Department of Management and Budget
Acquisition Services**

Contract No. 07115200122
Fire Safety, Fire Prevention and Security Services

Buyer Name: Doug Collier
Telephone Number: 517-3354804
E-Mail Address: Collier1@michigan.gov



Fire Safety Services

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Article 1 – Statement of Work (SOW)

1.0 Project Identification

1.001 PROJECT REQUEST

The Department of Military and Veterans Affairs, Grand Rapids Home for Veterans, is requesting the contractor to provide the services of fire safety, fire prevention and security services for the residents, staff, visitors and property. **While security services are a component of this contract, the emphasis of this service is on fire safety and fire prevention services.**

1.002 BACKGROUND

The contractor will be required to provide continuous coverage (24 hours per day, 365 days per year). This campus covers the safety and well being of 600 - 750 residents, 550 - 600 staff, hundreds of volunteers and visitors. The safety of all vendors, service providers or contractors while they are on the grounds is of primary concern to the departmental function. The security of the Grand Rapids Home for Veterans' campus, (70 + acres), including all buildings, structures, equipment, vehicles (state, employee, volunteer, or visitor owned), supplies, stores, resident belongings and medications are also primary to the work area. The Contractor will be required to furnish properly trained and equipped security guards to maintain order, protect clients, staff, visitors and property from harassment, injury, damage or theft, and to call appropriate law enforcement agencies when necessary.

1.1 Scope of Work and Deliverables

1.101 IN SCOPE

1.102 OUT OF SCOPE

A classified employee will perform annual fire safety training for staff at the Grand Rapids Home for Veterans.

1.103 TECHNICAL ENVIRONMENT Reserved

1.104 WORK AND DELIVERABLE

A. SERVICE QUALITY

1. INDUSTRY CHANGES

Bidder shall describe their ability to keep abreast of new innovations and best practices within the security guard industry and how these changes are communicated to and implemented with guard personnel.

2. QUALITY ASSURANCE PROGRAM

Bidders shall provide detail regarding any Quality Assurance Program(s) that are currently in place within their organization to ensure that the service levels defined within the specifications are maintained.

SERVICE and PERSONNEL

1. CUSTOMER SERVICE AND STAFFING

Bidders shall describe their customer service capabilities. This includes having the capacity to expeditiously assign replacement guards in the event of absence, no-call no



show, or other reason. In addition, the contractor shall have the capabilities to adequately manager, and supervise the service provided to ensure that service is provided in compliance with the contract specifications and schedule.

The Contractor shall maintain a telephone number and contact person 24 hours per day, seven (7) days per week, 365 days per year that may be contacted in case of an emergency.

The Contractor shall have accessible customer service staff with an individual(s) specifically assigned to State of Michigan accounts. The Contractor shall have experienced sales representatives make timely personal visits to State accounts. The Contractor's customer service representative must respond to a State agency, inquiries within 8 business hours.

2. TRAINING and PERSONNEL

Contractor shall provide their training requirements and capabilities both initial training at time of hire, on-going in-service training and the training to be included in this proposed Contract.

Bidders shall also provide and recruit quality employees and endeavors used to retain those employees.

3. REPORTING

Contractor shall describe their capabilities related to generating reports as referenced in the specifications. The contractor(s) shall submit an operational; report on a monthly basis to the OPS contract administrator. The monthly report shall be categorized by building or location and shall include but is not limited to:

- Summary of Incident Reports
- Summary of Emergency Management Reports
- Assignment of Personnel (i.e. which guards are at which locations)
- Re-Assignment of Personnel (i.e. when a guard is moved from one location to another)
- Time and Attendance Reports
- Personnel Disciplinary Reports

GENERAL INFORMATION

1. The Contract will be required to furnish properly trained and equipped security guards to maintain order, protect clients, staff, visitors and property from harassment, injury, damage or theft and take appropriate action as specified in the Procedure Manual for each building and/or location.
2. Invoices shall be for actual hours of security service provided. One invoice shall be issued. Invoices shall include contract number, hours billed, hourly rate. Any additional hours shall be itemized on the invoice. Contractor shall attach documentation showing each guard's name, hours worked per day and total hours worked for billing period.

SPECIFICATIONS

1. Legislated Requirements

All Contractors and their employees shall comply with all requirements set forth under Public Act 330 of 1968, as amended, and any regulatory legislation enacted during the term of this contract.

2. Recognition of Purpose



The contractor shall insure that all security guards are aware that their primary purpose is to maintain order, protect clients, staff, visitors and property from harassment, injury, damage or theft with the emphasis of this service is on fire safety and fire prevention services. Take appropriate action as specified in the Procedure Manual for this location.

3. Qualifications

The contractor shall provide security guards who possess demonstrated ability to:

- a. Able to speak and understand English fluently.
- b. Understand and carry out oral and written instructions.
- c. Able to provide instruction on necessary rules, duties and functions.
- d. Recognize dangerous conditions about buildings and grounds and respond as necessary.
- e. Meet and deal courteously and effectively with the public.
- f. Have knowledge of safety precautions and of fire prevention methods.
- g. Prepare clear, concise and complete written reports as required by building and/or location.
- h. Able to complete necessary forms in performance of duties as required by the State.
- i. Must be able to solve problems and de-escalate situations in a non-confrontational manner.
- j. Must possess the ability to perform basic mathematical calculations, such as addition, subtraction, multiplication, and division as a minimum.
- k. Must possess a valid Michigan Drivers License.

4. Educational Requirements

Each security guard shall possess a high school diploma or a G.E.D. certificate.

On-Site Supervisors shall have completed a minimum of 24 semester credit hours of course-work at the College or University level, preferably in law enforcement and/or personnel management, **OR** two (2) years experience as a security guard, police officer or active military duty.

5. Physical Requirements

Security guards may be required to sit or stand for extended periods of time; walk long distances; use hand hands and fingers to handle or feel objects, tools, or controls; and be able to speak and hear. Guards shall also be able to reach with hands and arms, and to hold objects. Guards shall also be able to lift up to 50 pounds.

6. Work Hours

Security guards and supervisors shall not work more than 16 consecutive hours without a 12 hour rest period. SECURITY GUARDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE ASSIGNED TO PROVIDE SERVICE AT OTHER LOCATIONS WHICH WOULD RESULT IN FAILURE TO PROVIDE ALL HOURS SPECIFIED IN THIS CONTRACT.

Security guards that report to or depart from work during non-standard business hours (outside of Mon. – Fri., 8:00 a.m. to 5:00 p.m. excluding legal State holidays) shall contact their supervisor upon arrival and departure. The security guard supervisor shall maintain a log of locations, security guard's name and reporting times.

7. Uniform Requirements

Each security guard shall wear a consistent uniform prescribed by the contractor with no ornamentation; specifically, political buttons, tags, union badges, etc., which are not related to the performance of security work. Garments shall be worn buttoned, shoes polished, caps or hats straight on head. The uniform and related equipment of all security guards shall be kept neat, clean and in good repair. Winter weight uniforms shall be coordinated with the standard duty uniform. During warm temperatures, indoors or outdoors, security guards shall not roll up



long-sleeve shirts. Short-sleeve shirts and removal of the necktie in warmer temperatures and removal of the cap or hat when seated, are optional. Shoes shall be dark in color, preferably black or brown. Platforms, 1" or higher heels, or tennis shoes shall not be worn on duty. The contractor shall supply all weather gear (raincoat and overcoat) to each location for the use of the security guards for exterior patrolling. This uniform must incorporate identifying insignia and name tags (as stipulated in the guard equipment section of the specifications). In addition, the attire prescribed in this paragraph shall be in compliance with Public Act 330 of 1968, as amended and shall be acceptable to the Contract Administrator.

Any deviations from uniform requirements listed above, must be requested from the state to the contractor (for each individual site) in writing. The contractor must present the request to the Michigan Department of State Police for approval prior to implementation of any changes.

8. Guard Equipment

The contractor shall guarantee that each duty security guard shall possess, at all times, on his or her person:

- a. One (1) current identification card, with photograph no more than two (2) years old and expiration date signifying that the security guard is employed by the contractor. The I.D. card shall be worn clipped to the outer duty uniform if required by the representative.
- b. One (1) nameplate with legible 1/4" letters, of uniform size and colors, worn on the outer garment over the right breast pocket.
- c. One (1) operating timepiece.
- d. One (1) operable pen and one (1) operable pencil.

9. Site Equipment The contractor shall:

- a. Maintain a telephone number for a contact person(s) that is accessible 24 hours per day, seven (7) days per week, 365 days per year that may be contacted in case of an emergency. This contact shall have the capability of dispatching a security guard(s) upon notification.
- b. Supply at least one (1) operable 5-cell D-type battery flashlight to each location covered by this contract, for security guard use only.
- c. Guarantee that security guards shall NOT carry weapons

Provide each security guard with one operable portable FM transceiver, capable of transmitting and receiving throughout the property covered by this contract. The contractor shall also supply the agency with one (1) identical transceiver. The agency shall be responsible for damages to its assigned transceiver. The contractor shall supply rechargeable batteries and/or rechargers, which shall be kept at the location. **It is essential that contractor maintain an adequate inventory to ensure that immediate replacement of non-functional or lost/stolen equipment is available.** Contractor shall make available to the department, upon request, a photostat copy of the F.C.C. Certificate of licensure to operate on assigned frequency.

10. Supervision by Contractor

Contractor shall respond within eight (8) hours of request from CCI for on-site meeting with a supervisory representative from corporate headquarters.

Contractor shall provide a written plan to resolve problems within 24 hours upon request by CCI.

- a. Provide another trained security guard when one, while in the line of duty and/or result of same, is required to appear in court or at an employee grievance hearing on behalf of the agency. Payment will be made by the agency for the number of hours required for appearance in court, less witness fees apply.



- b. Provide at the request of the Contract Administrator, additional temporary security guards required to secure additional properties needing protection for an interim period of time, including 24 hour assignment, should that be required. ANY PERMANENT INCREASE IN NUMBER OF GUARDS OR HOURS OF SERVICE AT A GIVEN LOCATION MUST BE AUTHORIZED BY THE OFFICE OF PURCHASING, INCLUDING any additional security guards for covered properties or other additional properties which may require protection. Such additional security guards shall be provided when the suitable agreement is reached by the State and the Contractor. Such manpower additions, as well as general orders, shall be based on a case by case survey of the properties in question
- c. Submit a package containing names of all guards and each guard's certification of training, whether temporary or permanent, who will be performing duties under any contract that results from this invitation to bid, **prior to** contract taking effect to the Contract Administrator. **A minimum of 48 hours prior** to introduction of new personnel, temporary or permanent, Contractor shall provide replacement guard's name and certification of training to the Contract Compliance Inspector.
- d. Reserved
- e. The Contract compliance Inspector (CCI) reserves the right to conduct a back-ground investigation on potential security officers and/or security supervisors prior to their assignment at an OPS location. In addition, CCI reserves the right to conduct additional back-ground investigation(s) on security officers and/or supervisors during the course of the contract as deemed necessary by CCI. The agency reserves the right to accept, reject, or have replaced a given guard based on the information available. Name, drivers license number, and date of birth shall be provided for guard or supervisor proposed for this service.
- f. Replace any employee immediately upon notification by Michigan State Police Private Security & Investigative Section that a criminal history exists disqualifying employee from employment based on the requirements of Act 330 PA 1968. Such employee may not be reassigned to any State location.
- g. Maintain copies of each guard's application and investigative reports and provide a training package for each guard as described above upon request and make available to the CCI for review Each guard must present a training package to the Contract Administrator prior to starting work at the facility. The agency reserves the right to accept or reject a given guard based on the information available. Contractor shall update each guard's information for agency files as necessary during the life of the contract
- h. Maintain and provide upon request results from the urine drug screen (both pre-employment and random) detailing the analytes (drug groups tested) and the qualitative (pass/fail) results. The testing must include, but is not limited to the following analytes (drug groups): Amphetamines, Cannabinoids, Cocaine Metabolites, Opiates, and Phencyclidine. Random drug screens shall be conducted at least twice per year. The contractor shall replace any employee immediately upon notification that they have failed their random drug screen. Such employee may not be reassigned to any State location.
- i. The agency may require the contractor to immediately remove any of its employees from the agency's premises for just cause. Any and all such removals shall be made in the name of the contractor and all responsibilities will be assumed by the contractor. Any such guard shall not be placed in another State agency
- j. The security supervisor shall be responsible for training all on-site personnel in the proper use of the emergency procedure manual at each location. Certification of such training shall be provided to the contract administrator prior to the introduction of personnel to the work site. Additionally, quarterly training updates shall be conducted by the security supervisor for all employees located at the work site. Certification of quarterly training shall be provided to the contract administrator.

TRAINING



1. Security guards, including additional staff that will provide security in the absence of assigned guards or an emergency, shall be paid their hourly rate for all training hours. **TRAINING HOURS, IN-HOUSE AND ON-THE-JOB, REQUIRED TO COMPLY WITH THIS CONTRACT SHALL NOT BE BILLED TO THE STATE BUT SHALL BE PART OF CONTRACTOR'S OPERATIONAL OVERHEAD.** Upon award of contract a schedule of all training shall be provided to the Contract Compliance Inspector. A representative from the agency may attend training sessions at their discretion

All security guards shall have a minimum of 16 hours classroom training prior to providing security for the State of Michigan. Guards shall be compensated for training at the wages stipulated in this contract however, training hours shall not be billed to the State of Michigan, training costs shall be incurred by the vendor. Classroom training shall include, but not be limited to, the following subjects:

- a. Company and Position Orientation - MINIMUM 6 HOURS
 - Minimum uniform requirements and appearance
 - Limits of authority and employment
 - Persons or authorities to be contacted in emergencies or Unusual occurrences
 - Licensee or parent company structure which affect guard's duties
 - Guard courtesy and public demeanor
 - Report writing
- b. Defensive Tactics - MINIMUM 8 HOURS
 - Self-defense
 - Correct use of restraining devices
 - Pressure point training
 - Verbal/Sensitivity training
- c. Emergency Preparedness - MINIMUM 2 HOURS General responsibilities regarding: medical emergencies response, crowd control, exposure to bodily fluid, fire prevention & safety, bomb threats, searches & types, weather emergencies, chemical spills, leaks & related waste and evacuation procedures.

The on-the-job training will be limited to sixteen (16) hours per individual. The agency will limit the number of paid training sessions to nine (9) the first year of the contract in order to allow the contractor to establish an initial compliment of staff; however, paid training sessions shall be limited to six (6) annually for each subsequent year. On the job training hours in excess of 192 hours the first year and 96 hours each subsequent year shall be incurred by the contractor.

Additionally, no less than sixteen (16) hours on-the-job training for their specific site shall be required during which time the new guard shall be under the immediate supervision of an experienced guard service supervisor.

Alternatively, the above requirements may be waived by the state (at the State's discretion) for experienced security guards with documented training meeting the hours as specified. On-the-job training may be waived by the state (at the State's discretion) for guards who have been providing adequate service at the site in question.

The contractor shall certify to the Office of Property Services that the above training requirements have been met, by completing the Attachment "A" Certification, listing the names of all guards who will be assigned to this contract. This certification shall also indicate the areas of instruction, the date of instruction and the names of instructor(s). The contractor shall also certify to the CCI that the drug screening requirements have been met.

A training package shall be maintained by the Vendor and provided for review upon request to the CCI for each employee used to fulfill this contract. The training package shall contain at a minimum, the following information:



1. A copy of Attachment "A".
2. Copy of a valid drivers license.
3. Sufficient resume information about named guard to show evidence of compliance with educational and physical requirements of contract stipulations.
4. List of classes taken by this individual, together with the dates of completion of each subject covered in the training provided by employing guard company, and names of instructors providing that training, showing fulfillment of training requirements.
5. Any other information considered pertinent to this position, i.e., optional first aid card & dates of training.
6. Guard identification card, together with a schedule for the completion of the required on-the-job training.

Contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The duties listed below describe the work performance requirements under this agreement.

- < Safety Officers will patrol buildings and grounds on foot and/or in a vehicle for the purpose of detouring trespassing and preventing vandalism and visual inspections. This patrol will be performed seven times daily.(twice per morning and afternoon shift; and 2 times on the night shift) Included in this patrol function will be identifying potential safety or fire hazards, taking immediate action when human safety or property is in jeopardy, recording non-compliance with established agency/state requirements.
- < Contractor provides daily and monthly reports.
- < The safety officer will take direction from the House Supervisor (H.S.) or the executive on-call after normal business hours or as requested.
- < During daily patrol, the contractor must complete all weekly, monthly, quarterly and annual inspections required. These inspections are visual and will require daily, written reports.
- < Determine identity and the business of visitors; give directions or escort authorized visitors to their proper destinations.
- < Perform traffic control work such as the patrolling of parking areas, direction of traffic and adherence to the vehicle identification policies of the Grand Rapids Home for Veterans.
- < Identify situations that require law enforcement intervention and contact the proper law enforcement agency. Coordinate and cooperate with law enforcement agencies.
- < Respond to all fire alarms; determine whether a fire exists; remove humans from immediate danger; attempt to extinguish the fire, contact the fire department, coordinate and cooperate with the fire department.
- < Initiate and render assistance in first aid to members, employees, volunteers and visitors in the case of an emergency, injury or illness. The contractor's employee must be CPR and first aide certified. Verification of certification will be provided to the contract administrator.
- < Monitor computerized monitoring system for building conditions and respond to or notify proper personnel when monitoring system indicates change or problems.
- < Refer all media inquiries to the designated agency official without comment.
- < The contractor's employee will be required to log all daily activities on a daily report.
- < Fully participate in the implementation and enforcement of initiatives such as workplace violence prevention.



- < Conduct and participate in employee safety and accident prevention programs: including the preliminary investigation and reporting of employee accidents.
- < Accurately record and forward to the contract administrator Grand Rapids Home for Veterans incident reports.

Preventative Maintenance Duties:

These duties are listed in detail, providing approximate times to complete each duty in Attachment A. This attachment provides detailed information of preventative maintenance duties that will require the contractor to provide two (2) employees to perform the required functions. Listed with the duties, are the expected numbers of hours to perform the functions. The agency will pay for the additional employee based on the expected number of hours listed to perform the duties.

- < Post Indicator Valves (PIV) are to be visually inspected weekly to ensure that the valve is in the open position. Notify proper agency personnel if conditions are found to be not "normal".
- < Fire Extinguishers - all locations: the contractor must visually inspect all extinguishers monthly to ensure that each extinguisher is under proper pressure (indicator is in the acceptable range on the gauge), ensure there is no visible physical damage, defective or missing parts to the extinguisher, the tamper tag is in place and access to the extinguisher is not blocked or obscured. The contractor will be required to initial the record tag on each extinguisher verifying the extinguisher was checked. The contractor will notify proper agency personnel if an extinguisher is found to be not "normal" or in proper working condition.
- < Do a monthly routine checking of nurse's stations to ensure the availability and proper operation of flashlights and extension cords.
- < Clock setting will be the contractor's responsibility. To accommodate changes in daylight savings time the contractor will reset the master clocks located in the Mann and McLeish buildings.
- < Monthly, the contractor will ensure that MIOSHA forms and MSDS forms are posted in the appropriate location.
- < Monthly visual inspection of all agency fire hydrants to ensure they are accessible to the Grand Rapids Fire Department and check for leaks or damage to the hydrants.
- < The contractor will conduct quarterly fire drills. These drills will be conducted for all employees on all shifts. Employee response will be recorded and monitored.
- < Quarterly, the contractor will test the sprinklers, main drain and standpipes. This test will require the contractor to read and record the drain gauge reading in the "closed" position, open the sprinkler, check that the system will go into alarm within 60 seconds and record the drain reading in the "open" position. Perform a visual check for blockage, leaks and rust build-up.
- < Quarterly, the contractor will inspect and test the security doors located on first floor Mann Building and the security doors located on Main Courtyard.
- < Semi-annual testing of the duct smoke detector located in the NCO club.
- < Semi-annual check of light bulbs located in the fire panel. Bulbs are to be inspected to ensure each one will light when required.
- < Perform a monthly inspection of all fire hoses and hose cabinets. The contractor will look for mildew, leakage, damage, corrosion or missing parts. In addition, the contractor will remove each hose from its rack annually and re-hang with a different fold pattern.



- < Weekly inspection of all stairwells ensuring that there is proper lighting; including exits, and that there is no storage or hazards in the stairwell. The contractor will ensure proper operation of doors and door latch mechanisms.
- < Perform a quarterly visual inspection of all smoke barrier doors in all locations. Inspection will ensure that the latching system is operating; the doors seal properly and there are is no damage to the doors or its parts. In addition, the contractor will be required to visually inspect all smoke barrier walls, inspecting for damage to the wall, penetration holes, leakage, breakage, etc.
- < Quarterly visual inspection of the sprinkler systems ensuring that there are no obstacles that may inhibit proper operation of the system and checking the actual sprinkler head to ensure no damage or corrosion.
- < Perform a weekly inspection of the OSY valve. OSY is the control valve controlling the flow of water from the provider (city) main supply to the fire pump and sprinkler system. This inspection is to ensure that the valve is in the "open" position.
- < Perform a weekly inspection of all fire department connections. Visual inspection to ensure that there is no obstruction or physical damage. The contractor will be required to unscrew and re-screw all caps to ensure ease of removal.
- < Perform a semi-annual inspection of all pull-stations. Checking entails testing to ensure that each pull-station, when pulled, will send an alarm to the control panel.
- < Perform a semi-annual inspection of all ceiling smoke detectors in all locations.
- < Quarterly inspection and testing of PIV in all buildings, to ensure that the valve can be closed in the event the Grand Rapids Fire Department wants to turn off the main water supply to a certain building.
- < Eight times annually a visual inspection will be required in all storage areas, ensuring that passage ways are clear and items are stored in accordance with established procedures and guidelines; i.e. 18" below sprinkler head.
- < Monthly, the contractor will visually inspect ceiling tiles noting any missing or damaged tiles.
- < Perform weekly, general safety inspection of all areas including patient areas, storage and out buildings. This will be a general walk through noting any changes in the buildings physical characteristics or potential safety hazards.
- < Quarterly the contractor will perform a Disaster drill to test employees' emergency response in the event of a tornado or bomb threat. This testing will be required for all shifts in all employee locations.
- < Monthly the contractor will inspect all trash and linen chutes checking that all latches and doors are in proper working condition.
- < Perform a quarterly testing of the alarm systems in each building.
- < Annually review and update the Material Safety Data Sheet (MSDS) files.
- < Quarterly disaster drills (tornado and bomb threat).
- < Monthly inspections of the Home's stairwells to ensure clear fire exit.
- < Weekly the contractor will inspect all gas cylinders located on the premises to ensure that cylinders are stored by their groups and restrained and the caps are secure.
- < Perform other preventative maintenance functions as assigned. (In the event changes are made to better meet the Home's needs, the contractor's employees may be required to perform additional job related duties).



Schedule for Preventative Maintenance Tasks

| Week | Task | Estimated Hours |
|------|------|-----------------|
| 1 | 38 | 24.30 |
| 2 | 36 | 26.00 |
| 3 | 34 | 19.00 |
| 4 | 34 | 20.70 |
| 5 | 21 | 13.00 |
| 6 | 18 | 11.30 |
| 7 | 19 | 11.40 |
| 8 | 19 | 14.45 |
| 9 | 21 | 12.90 |
| 10 | 17 | 13.15 |
| 11 | 18 | 10.90 |
| 12 | 19 | 11.55 |
| 13 | 22 | 13.10 |
| 14 | 18 | 10.45 |
| 15 | 18 | 13.00 |
| 16 | 17 | 8.95 |
| 17 | 19 | 11.60 |
| 18 | 19 | 11.55 |
| 19 | 16 | 10.55 |
| 20 | 20 | 12.45 |
| 21 | 22 | 12.80 |
| 22 | 19 | 11.50 |
| 23 | 18 | 13.95 |
| 24 | 13 | 11.70 |
| 25 | 20 | 11.35 |
| 26 | 15 | 9.75 |
| 27 | 16 | 10.25 |
| 28 | 18 | 12.15 |
| 29 | 21 | 12.30 |
| 30 | 21 | 12.80 |
| 31 | 18 | 11.80 |
| 32 | 17 | 10.45 |
| 33 | 22 | 12.65 |
| 34 | 19 | 14.30 |
| 35 | 19 | 11.95 |
| 36 | 17 | 12.25 |
| 37 | 21 | 13.10 |
| 38 | 20 | 12.20 |
| 39 | 15 | 9.65 |
| 40 | 19 | 12.15 |
| 41 | 19 | 12.65 |
| 42 | 17 | 8.65 |
| 43 | 17 | 11.20 |
| 44 | 17 | 10.40 |
| 45 | 21 | 13.70 |
| 46 | 22 | 12.95 |
| 47 | 18 | 11.20 |
| 48 | 19 | 14.20 |
| 49 | 16 | 7.20 |
| 50 | 13 | 11.70 |
| 51 | 18 | 11.35 |
| 52 | 10 | 5.35 |



| Tasks | Estimated Hours |
|---------------|-----------------|
| Totals | 1020 |
| | 649.90 |

1.2 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

The contractor will be responsible for all equipment used by or in the care of, the contractor or his/her employee. This responsibility includes damage, loss and misplacement of equipment including vehicles. In the event a piece of equipment is damaged or lost it will be the responsibility of the contractor to replace the equipment with equal or greater value equipment. Documented theft of property by the contractor or their employee(s) will require the immediate dismissal of the employee and the responsibility of the contractor to make a monetary replacement equal to the value of the loss. In addition, the contractor will be required to provide their employees all personal protective equipment necessary to perform the Agency Specific Tasks.

Staffing levels must be maintained so that the contractually specified coverage is provided by qualified, trained guards. Bidders shall describe how staffing levels will be maintained. Bidders shall also describe how staffing levels will be maintained during instances of unexpected absence.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

There is a contract administrator who will be responsible for administering the contract. Training shall be provided by the contract administrator in the correct operation of any security alarm system used at site. The contract administrator shall also be responsible for training supervisors and lead workers in the proper use of on-site procedural manuals. Training updates shall be conducted as necessary; however, they shall be conducted at least quarterly.

1.The agency shall supply:

- a. All reporting forms as necessary, for the contract locations. For example:
 - 1) Major incident report.
 - 2) Register for authorized building entry/departure after hours.
 - 3) Removal of physical property report.
 - 4) Lost and found envelope.
 - 5) Shift security summary.
 - 6) Supervisors Report.
- b. All necessary keys, a receipt for same to be signed by the contractor. Keys shall not be loaned or used for purposes other than official State business. Keys issued shall remain on the premises and not be taken home by an individual security guard.
- c. Lighting, sanitary facilities and necessary telephone communications. **NOTE:** Contractor shall reimburse the State for all personal call expense incurred by their employees.
- d. Names and telephone numbers of authorized personnel, including police, fire, etc., to be notified in the event of mechanical failure or emergencies.
- e. Designation of an on-site OPS contract administrator(s) for the day to day administration of the services provided under the proposed contract.
- f. The OPS on-site contract administrator(s) will meet monthly with staff from the contractor's administrative office to review reports, discuss the service level(s) provided, discuss the proficiency of security guards assigned, and discuss potential modification(s) to operating procedures.



- g. In the event that the contractor has issues that need to be discussed with OPS, the designated OPS contract administrator will meet with the vendor within 3 days of request.

1.203 OTHER ROLES AND RESPONSIBILITIES Reserved

1.3 Project Plan

1.301 PROJECT PLAN MANAGEMENT Reserved

1.302 REPORTS

1.4 Project Management

1.401 ISSUE MANAGEMENT Reserved

1.402 RISK MANAGEMENT Reserved

1.403 CHANGE MANAGEMENT Reserved

1.5 Acceptance

1.501 CRITERIA Reserved

1.502 FINAL ACCEPTANCE Reserved

1.6 Compensation and Payment

Bidders are to quote the net hourly wage to be paid by the state as full compensation to perform the specified work. The total price of the bid will be the total estimated number of hours for the locations(s) listed multiplied by the net hourly wage quoted by the bidder.

In the event that additional service is required, the successful bidder will be paid at the rate of one and one-half times the net hourly wage quoted for the first 48 hours of new service requested if less than 48 hours' advance notice had been given to the contractor. At the end of the 48-hour period, the rate of payment will revert to the net hourly wage quoted.

Cash discounts will NOT be considered in the determination of low bidder. All bidders are to quote the net hourly wage as state above.

BY COMPLETEING AND SIGNING THIS QUOTATION (FORM DMB-285), EACH BIDDER PLEDGES AND AFFIRMS THAT NO GUARD IN THE EMPLOY OF BIDDER COMPANY WILL BE COMPENSATED AT LESS THAN \$9.25 PER HOUR. EACH BIDDER FURTHER PLEDGES AND AFFIRMS THAT ANY OFFICER EMPLOYED IN A SUPERVISORY OR LEAD WORKER CAPACITY WILL BE PAID AT LEAST \$10.25 PER HOUR DURING THE LIFE OF THE CONTRACT.



PRICE QUOTE:

We will need 5 Fire/Safety Officers on a full time basis. The number of hours is as follows as well as the **minimum rate per hour to be paid to the officers:**

1 Lead Worker Fire/Safety Officers Full Time (8 hr days) = 2,088 hours per year, at a minimum rate of \$10.25

4 Fire/Safety Officers Full Time (8 hr. days) = 8,352 hours per year, at a minimum rate of \$9.25

| | |
|--------------------------------|-----------------|
| Additional two employee duties | 90 hours x 9.25 |
| Training Costs | 48 hours x 9.25 |
| Special Events | 48 hours x 9.25 |

| | | | |
|---------------------------------|-----------------------|-----------------------|-----------------------|
| Vendor mark up per year: | Year 1 / 31.9% | Year 2 / 34.5% | Year 3 / 38.9% |
| Blended Rate | \$12.46 | \$12.71 | \$13.13 |

1 Lead Worker Fire/Safety Officers Full Time (8 hr days) = 2,088 hours per year. At \$10.25

4 Fire/Safety Officers Full Time (8 hr. days) = 8,352 hours per year. At \$9.25

| | |
|---------------------------------------|--------------------------|
| Additional two employee duties | 90 hours x \$9.25 |
| Training Costs | 48 hours x \$9.25 |
| Special Events | 48 hours x \$9.25 |

| | | | |
|---------------------|-----------------------|-----------------------|-----------------------|
| Invoice Rate | Year 1 \$12.20 | Year 2 \$12.44 | Year 3 \$12.85 |
|---------------------|-----------------------|-----------------------|-----------------------|

1.7 Additional Terms and Conditions Specific to this SOW Reserved



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

The Contract is for Fire Safety Officer Service for DMVA Grand Rapids Home for Veterans for the State of Michigan. Orders will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form. Bids are due and will be publicly identified at the time noted on the Invitation To Bid (ITB) 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 Department of Military and Veterans Affairs, hereinafter known as Grand Rapids Home for Veterans (GRHV). 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, and 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: Doug Collier, Buyer
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 335-4804
Collierd1@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 1/1/04 through 9/30/07.

Option. The State reserves the right to exercise 2 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.

Written notice will be provided to the Contractor within 60 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause.

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 IT STANDARDS 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 Reserved

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE



Contractor/Vendor is on notice that time is of the essence in the performance of this contract. Late performance will be considered a material breach of this contract, giving the State a right to invoke all remedies available to it under this contract.

2.202 CONTRACT PAYMENT SCHEDULE

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

2.203 POSSIBLE PROGRESS PAYMENTS Reserved

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.

Bidder must obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address that bidder 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

The Contractor's liability for damages to the State shall be limited to two times the value of the Contract. The foregoing limitation of liability 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.

The State's liability for damages to the Contractor shall be limited to the value of the 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, to 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 bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

**2.310 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 **90 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 WORK PRODUCT Reserved**2.313 PROPRIETARY RIGHTS Reserved****2.314 WEBSITE INCORPORATION Reserved****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:

Lawrence E. White, Director, General Services Division
Grand Rapids Home for Veterans
3000 Monroe Ave. N.E.
Grand Rapids, MI. 49505
Ph. 616-364-8959
Fax. 616-364-5398
email Whitel2@michigan.gov

2.402 PERFORMANCE REVIEWS

Acquisition Services in conjunction with the DMVA-GRHV 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 Reserved

2.502 RESERVED

2.503 RESERVED

2.504 GENERAL WARRANTIES (goods) 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, it 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 SOFTWARE WARRANTIES Reserved

2.508 EQUIPMENT WARRANTY Reserved

2.509 PHYSICAL MEDIA WARRANTY 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.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

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, workaround 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, workaround 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.

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 Reserved

2.705 SUSPENSION OF WORK Reserved



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 Reserved

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.



Attachment A

Excerpts From Vendors Proposal

I-B SPECIFIC REQUIREMENTS

COMPANY INFORMATION

CAPABILITIES AND QUALIFICATIONS OF ORGANIZATION:

Name & Address: Corporate Security Solutions
 1145 28th Street S.E.
 Grand Rapids, Michigan 49508
 Incorporated in the State of Michigan
 Licensed by Department of Consumer and Industry Services
 State of Michigan License # SG203686

Contract Term:

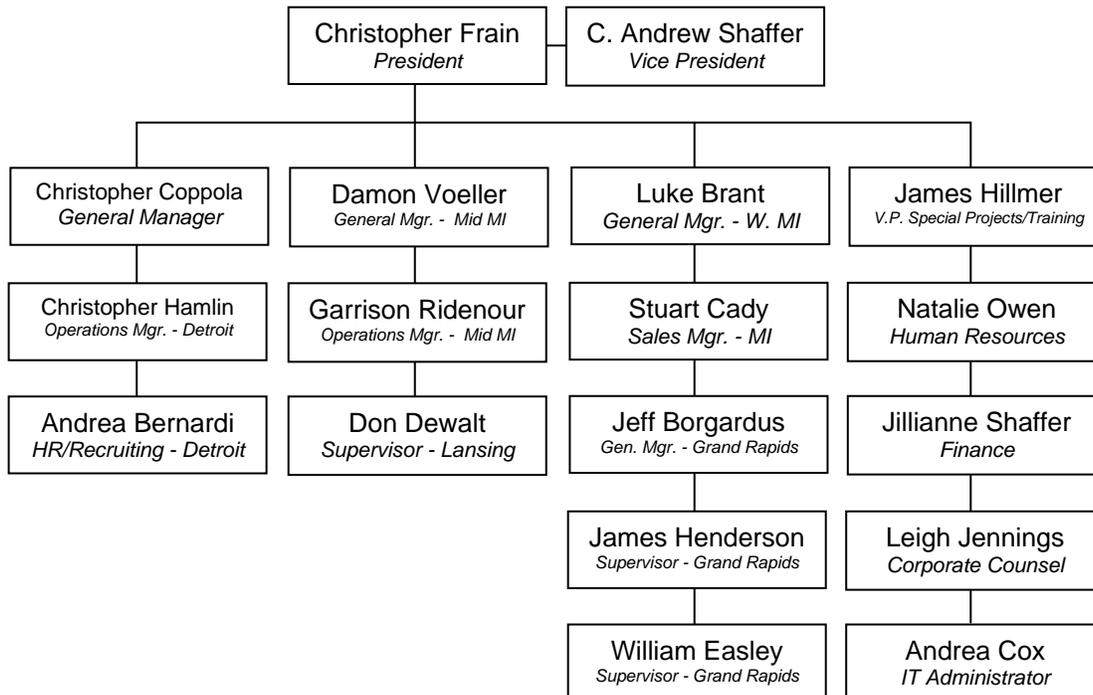
The contract term is for three (3) years and will commence with the issuance of the contract. The contract duration will be approximately from 10/1/2004 through 9/30/2007.

Ability:

Corporate Security Solutions (CSS) founded in 1969 employs approximately 900 security guards within the state of Michigan. Corporate Security Solutions is one of the largest security companies in the region with seven (7) offices across the state of Michigan. There is a manager assigned to each office offering our clients hands-on supervision of each account. If awarded this contract we would staff the account with personnel from our corporate office in Grand Rapids and in the case of emergency coverage, assistance would be provided by the other six (6) locations.

CSS is the current Certified Nurse Assistant (CNA) provider for the Grand Rapids Home for Veterans. We employ over 100 Certified Nurse Assistants through our CSS HealthForce to help manage the healthcare of the facilities members. We provide qualified, professional individuals for around the clock coverage and are familiar with the facilities processes and procedures regarding both health and safety.

Organizational Chart:





3. QUALIFIED PERSONNEL/STAFFING

CREDENTIALS AND QUALIFICATIONS OF PERSONNEL

a. Supervisory and Training Personnel

- Luke Brant - General Manager - West Michigan
- Stuart Cady - General Manager - West Michigan
- James Hillmer - V.P. Special Projects, Security Specialist, Training Mgr., Consultant
- William Easley - Supervisor - Grand Rapids
- Jeff Bogardus - General Manager - Grand Rapids

b. Resumes of Supervisory and Training Personnel

Luke Brant

| | |
|-----------|--|
| 2000-PRES | Corporate Security Solutions - General Manager |
| 1996-2002 | West Coast Karate - Partner/Manager |
| Education | High School Diploma |

Stuart Cady

| | |
|-----------|---|
| 1994-PRES | Corporate Security Solutions - MI Sales Manager |
| Education | Lansing Community College - Associates Degree - Criminal Justice Grand Valley State University - BA Criminal Justice |

James M. Hillmer

| | |
|-----------|---|
| 2004-PRES | Corporate Security Solutions - V.P. Special Projects |
| 2002-2004 | Alticor ((fka Amway) - Senior Manager of Operations |
| 1999-2002 | Alticor ((fka Amway) - Senior Corporate Investigator |
| 1990-1997 | Pinkerton's - Senior District Manager |
| 1985-1989 | Burns International Security Services - Senior District Manager |
| 1983-1985 | Burns Intl. Security Services - Asst. V.P. Special Assignments |
| Education | Rock Valley College, Rockford, IL - Math & Business Rockford College, Rockford, IL - Business Law Tolentine College, Olympia Fields, IL -Criminal Investigations Federal Bureau of Investigations, Chicago, IL - Latent Fingerprint Expert Muskegon Community College - Certified Protection Professional American Managers Association - Leadership Program |



Planate & Moran - Quality Management Program

- Affiliations** Advisory Board Criminal Justice Department - Grand Valley State University
 Chairman - Western Michigan Chapter American Society for Industrial Security
 Seminar Chairman - *"Preparing, Planning and Implementing Your Disaster Plan"*
 Seminar Chairman - *"Quality Management Program for Security Executives"*
 Seminar Chairman - *"Community Policing"*
- Publications** Authored three patents of "System and Method for Detecting Fraudulent Transactions" PCT#/US01/08815
 Authored patent "Protecting the Access and Storage of Data"

William Easley DDS

- 2000-PRES Corporate Security Solutions - Supervisor
- 1953-2000 Dentist - *Retired from practice 2000*
- 1942-1946 Air Force Aviation Cadet Program - Pilot Instructor
- Education** Aeronautical Engineering Degree from Wayne University
 Attended Wayne University Pre-Dental Program
 Dental Degree from University of Michigan

Jeff Bogardus

- 2204-PRES Corporate Security Solutions - General Manager
- 1999-2003 DuHadway, Kendall and Associates, Inc. - Director of Security
- 1998-1999 DuHadway, Kendall and Associates, Inc. - Security Manager
- 1997-1998 DuHadway, Kendall and Associates, Inc. - Recruiter, Supervisor, Investigator
- 1996-1997 Goodwill Industries - Security Officer
- Education** Ferris State University
 Bachelor of Science - Criminal Justice
- Credentials** - ASIS Member - Current Secretary of West MI Chapter
 - Internship with Pat Parr P.I. Agency
 - Internship with MI State Police, Lakeview Post
 - Qualified in Report Writing, Precision Driving, and Firearms
 - Completed Course in Surveillance and Covert Operations
- Training** - Hazardous Material and First Responder Awareness by Dept. of State Police and Fire Fighters Training Council
 - Lighting for Safety and Security - GE Lighting Institute
 - Pressure Point Control Tactics System
 - First Level Bombs & Explosives - Michigan State Police



c. Qualifications of Guards (Resumes)

David Moberg

| | |
|-----------|---|
| 1992-PRES | Corporate Security Solutions - Field Supervisor |
| 1992-PRES | Air National Guard |
| 1991-1992 | D & R - Security Guard |
| 1991-1992 | Army National Guard |
| 1987-1991 | TMC Trucking - Driver |
| 1978-1980 | U.S. Air Force - Military Police |
| Education | High School Diploma Ferris State University |

James Henderson

| | |
|-----------|--|
| 2001-PRES | Corporate Security Solutions - Security Guard |
| 1978-2001 | Fruitport Township Sheriff Department - Sheriff Deputy |
| Education | High School Diploma Michigan State University - Law Enforcement |

John Black

| | |
|-----------|--|
| 2003-PRES | Corporate Security Solutions - Security Guard |
| 1987-2003 | US Coast Guard - Investigator |
| 1972-2003 | Grand Traverse County Sheriff - Lieutenant, Detective |
| Education | High School Diploma Northwestern Michigan College - Law Enforcement |

d. Maintaining Staffing Levels

While working for the State of Michigan providing emergency security coverage, Corporate Security Solutions proved that it could meet the demands of all man-hours issued. We are an aggressive company that is constantly recruiting prospective employees. We have one individual on staff that handles all recruiting and advertising on a full-time basis. Our recruiter works from a large database of prospective employees. We offer Blue Cross Blue Shield health insurance, the best insurance package available in the security industry. Employees are issued pay raises based on performance and longevity.



Two (2) to three (3) on-call employees are scheduled everyday in the event that a scheduled employee calls off. If all employees report for their scheduled shifts, the on-call employees are sent home with four (4) hours of pay at no cost to our client. In addition to the on-call personnel, a patrol supervisor and project manager are available 24-hours per day, seven (7) days per week.

B. SERVICE AND PERSONNEL

1. CUSTOMER SERVICE

Security is a people-oriented industry and we find that many companies tend to lose site of this, therefore inhibiting them from meeting the client's needs with quality personnel.

Equipping our managers with enough personnel allows them the ability to concentrate on the day to day need of the client. Having enough employees also allows the manager the ability to train and cross-train enough individuals to ensure that all shifts are covered with properly trained personnel.

Our managers, office support staff, and owners are available 24-hours per day, seven (7) days per week, and 365 days per year in case of emergency. They can be contacted by calling the office telephone number at (800) 585-6620 or by contacting the supervisor on duty. All managers, office support staff, owners, and many site supervisors are equipped with Nextel radio/cellular telephones for effective communication and instant access to the owners and management staff.

With the Corporate Security Solutions corporate office located approximately fifteen (15) minutes away from the Grand Rapids Home for Veterans the response time for any emergencies, normally approximately 20 minutes, should occur within fifteen (15) minutes for the Grand Rapids Home for Veterans.

2. TRAINING AND EMPLOYEE DEVELOPMENT

a. Training

New employees are required to watch a 12-part video series covering the following topics after passing a pre-employment drug screen:

- Asset Protection and Security
- Civil Law and Criminal Liability
- Physical Security and Crime Prevention
- Ethics, Deportment and Professional Conduct
- Patrols and Fixed Posts
- Report Writing
- Fire Protections and Life Safety
- Investigations
- Criminal Law and Criminal Liability
- Human and Public Relations
- Communications
- Emergency Situations

After reviewing the video series, each employee is then required to take a written exam reviewing the contents of the videos.



We then instruct each employee during a 30 minute power point presentation as to the minimum uniform requirements, emergency contact procedures, and other company specific policies.

In addition to the 12-part video series and power point presentation, our employees will have a hands-on training session covering the correct use of restraining devices, self-defense, defensive tactics, and pressure point control tactics.

Upon completion of the training module and successfully passing the written exam, our employees are awarded a certificate of completion.

Each employee is then trained for a minimum of 16 hours at the site they are expected to be assigned. The site supervisor confirms with management that the new employee is fully trained.

b. Recruiting Qualified Employees

Our customer service begins with recruitment. Continual recruitment of quality personnel ensures our ability to meet the client’s current, future, and unforeseen needs. By utilizing several accessible means of recruiting such as Michigan Works, local newspapers, job listings at local colleges and universities, and other internet resources we are able to review hundreds of resumes and applications for prospective employees every week. From this large group of potential employees we are able to select the best possible prospects from the available labor pool. By offering competitive wages and health insurance we have a very high retention rate.

SPECIAL PROGRAMS

- Employee of the month
- Employee of the year
- All management and supervisory personnel are encouraged to continue education through seminars and college courses at the company’s expense.

c. Drug Screening

Prior to the start of training, all Corporate Security Solutions employees are sent for a pre-employment, post-offer drug screen. The drug screening facilities Corporate Security Solutions utilizes in the Grand Rapids area are Med-1 located at 4433 Breton Ave. S.E., Kentwood, MI 49508 and Med-1 at 1140 Monroe Ave. Suite 150, Grand Rapids, MI 49503. Med-1 performs a five-panel urine drug screen following federal standards.

The following are drugs that would be tested on the five-panel as well as their corresponding cut-off levels:

| | |
|-----------------------|-------------|
| Amphetamines | 1000 ng/ml |
| Cocaine Metabolites | 300 ng/ml |
| Marijuana Metabolites | 50 ng/ml |
| Opiate Metabolites | 2000 ng/ml* |
| Phencyclidine | 25 ng/ml |

**a positive test would be tested further for Heroin.*

3. REPORTING

GENERAL INFORMATION



All reports are collected by the supervisor at the end of each day. The supervisor reviews all reports for the 24-hour period and compiles a summary. On a monthly basis the supervisor will compile a summarized report including, but not limited to:

- All Incident Reports
- Emergency Management Reports
- Assignment Schedule listing each security guard and their post
- Re-assignment Schedule (*if applicable*) listing when a guard was moved to a different post
- Time and Attendance Reports
- Personnel Disciplinary Reports

The supervisor will provide a copy of the summarized report to the Agency contract administrator upon the completion of each month.

All reports can be made readily available to the Agency contract administrator at any time.

Invoicing will be issued weekly and will include contract number, hours billed, hourly rate. Any additional hours invoiced will be itemized. An attachment showing each guard's name, hours worked per day and total hours worked in a billing period will be included.

SPECIFICATIONS

1. Legislated Requirements

CSS and our employees shall comply with all requirements set forth under Public Act 330 of 1968, as amended, and any regulatory legislation enacted during the term of this contract.

2. Recognition of Purpose

CSS will ensure that all security guards are aware that their primary purpose is to maintain order, protect clients, staff, visitors and property from harassment, injury, damage or theft with the emphasis of this service on fire safety and fire prevention services. Take appropriate action as specified in the Procedure Manual for this location.

3. Qualifications

CSS will provide security guards who possess demonstrated ability to and with:

- No felony convictions
- No misdemeanors
- Valid Drivers License
- Speak English fluently
- Able to understand and carry out oral and written instructions
- Able to provide instruction on necessary rules, duties and functions
- Recognize dangerous conditions about buildings and grounds and respond as necessary
- Meet and deal courteously and effectively with the public
- Have knowledge of safety precautions and of fire prevention methods
- Prepare clear, concise and complete written reports as required by building and/or location
- Able to complete necessary forms in performance of duties as required by the State
- Ability to solve problems and de-escalate situations in a non-confrontational manner
- Possess the ability to perform basic mathematical calculations, such as addition, subtraction, multiplication, and division as a minimum

Work History



- Longevity - History must show ability to maintain consistent employment
- Dates of employment - Must match dates on application
- Reasons for leaving prior employment
- Prior experience (as it relates to the security field)
- Drug screening
- Driving record
- All guards will have over two years prior security experience, college education criminal justice emphasis, military experience, or police experience

4. Educational Requirements

- High School diploma or GED required

5. Physical Requirements

- Able to sit or stand for extended periods of time
- Ability to walk long distances
- Use hands and fingers to handle or feel objects, tools or controls
- Able to speak and hear
- Ability to reach and hold objects with hands and arms
- Able to lift up to 50 pounds

6. Work Hours

- Security officer(s) will provide security services for not more that 16 consecutive hours without a 12 hour rest period
- Security officer(s) will not be assigned to provide services at another location which would result in failure to provide all hours specified in this contract

7. Uniform Requirements

- Security officers will wear a consistent uniform prescribed by the contractor
- Garments shall be worn buttoned, shoes polished, caps and hats appropriately placed on head. Security officer uniforms will be neat, clean and in good repair
- CSS security officer uniforms meet or exceed all specifications and standards as stated in the ITB NO. 071152000008

8. Guard Equipment

- CSS shall guarantee that each duty security guard shall possess, at all times on his or her person:
 - One (1) current photo identification card no more than two (2) years old with an expiration date to indicate active employment by the contractor
 - An employee nameplate with legible 1/4" letters worn on the right breast pocket of the security officers outer garment
 - One (1) operating timepiece
 - One (1) operable pen and one (1) operable pencil

9. Site Equipment

- CSS will maintain a telephone number for a contact person that is accessible 24 hours per day, seven days per week, 365 days per year to provide emergency security personnel as soon as possible upon notification of necessity
- Supply at least one (1) operable 5 cell, D-type battery flashlight for security guard use only
- Guarantee that security guards will not carry weapons

10. Supervision by Contractor

- CSS will respond within eight hours of request from the Contract Compliance Inspector (CCI) for an on-site meeting with a supervisory representative from CSS corporate offices
- Provide security guard replacement should an in line of duty and/or result of same, be required to appear in court or an employee grievance hearing on behalf of the agency.



- Payment will be made by the agency for the number of hours required for court/hearing appearance, less witness fees
- CSS will provide additional temporary security guards with a 24 or more hour notification of assignment
 - CSS will submit a package containing names of all guards and each guard's certification of training prior to contract acceptance
 - Employee files containing each security guard's employment application, investigative reports and training documentation will be maintained at CSS and will be made available to the CCI upon request prior to start of work at the agency
 - Submit within 48 hours of adding of new personnel to the CCI a package containing names and certification of new guard personnel
 - CSS will replace any employee immediately upon notification by Michigan State Police Private Security and Investigative Section should a criminal history exist disqualifying the employee from employment based on the requirements of Act 330 PA 1968. The employee will not be reassigned to any State location
 - CSS will drug screen security guard personnel at least twice a year
 - CSS will immediately replace the employee upon notification of a failed drug screen. The employee who fails a drug screen shall not be reassigned to any State location

4. PREVENTATIVE MAINTENANCE DUTIES:

CSS Security Guards will perform the preventative maintenance duties as stated in the Attachment A of ITB No. 07115200008. These duties are listed in detail, providing approximate times to complete each duty in Attachment A.

This attachment provides detailed information of preventative maintenance duties that will require the contractor to provide two (2) employees to perform the required functions. Listed with the duties, are the expected numbers of hours to perform the functions. The agency will pay for the additional employee based on the expected number of hours listed to perform the duties.

- Post Indicator Valves (PIV) are to be visually inspected weekly to ensure that the valve is in the open position. Notify proper agency personnel if conditions are found to be not "normal".
- Fire Extinguishers - all locations: the contractor must visually inspect all extinguishers monthly to ensure that each extinguisher is under proper pressure (indicator is in the acceptable range on the gauge), ensure there is no visible physical damage, defective or missing parts to the extinguisher, the tamper tag is in place and access to the extinguisher is not blocked or obscured. The contractor will be required to initial the record tag on each extinguisher verifying the extinguisher was checked. The contractor will notify proper agency personnel if an extinguisher is found to be not "normal" or in proper working condition.
- Do a monthly routine checking of nurse's stations to ensure the availability and proper operation of flashlights and extension cords.
- Clock setting will be the contractor's responsibility. To accommodate changes in daylight savings time the contractor will reset the master clocks located in the Mann and McLeish buildings.
- Monthly, the contractor will ensure that MIOSHA forms and MSDS forms are posted in the appropriate location.
- Monthly visual inspection of all agency fire hydrants to ensure they are accessible to the Grand Rapids Fire Department and check for leaks or damage to the hydrants.
- The contractor will conduct quarterly fire drills. These drills will be conducted for all employees on all shifts. Employee response will be recorded and monitored. Quarterly, the contractor will test the sprinklers, main drain and standpipes. This test will require the contractor to read and record the drain gauge reading in the "closed" position, open the sprinkler, check that the system will go into alarm within 60 seconds and record the drain reading in the "open" position. Perform a visual check for blockage, leaks and rust build-up.
- Quarterly, the contractor will inspect and test the security doors located on first floor Mann Building and the security doors located on Main Courtyard.
- Semi-annual testing of the duct smoke detector located in the NCO club.
- Semi-annual check of light bulbs located in the fire panel. Bulbs are to be inspected to ensure each one will light when required.



- Perform a monthly inspection of all fire hoses and hose cabinets. The contractor will look for mildew, leakage, damage, corrosion or missing parts. In addition, the contractor will remove each hose from its rack annually and re-hang with a different fold pattern.
- Weekly inspection of all stairwells ensuring that there is proper lighting; including exits, and that there is no storage or hazards in the stairwell. The contractor will ensure proper operation of doors and door latch mechanisms.
- Perform a quarterly visual inspection of all smoke barrier doors in all locations. Inspection will ensure that the latching system is operating; the doors seal properly and there is no damage to the doors or its parts. In addition, the contractor will be required to visually inspect all smoke barrier walls, inspecting for damage to the wall, penetration holes, leakage, breakage, etc.
- Quarterly visual inspection of the sprinkler systems ensuring that there are no obstacles that may inhibit proper operation of the system and checking the actual sprinkler head to ensure no damage or corrosion.
- Perform a weekly inspection of the OSY valve. OSY is the control valve controlling the flow of water from the provider (city) main supply to the fire pump and sprinkler system. This inspection is to ensure that the valve is in the "open" position.
- Perform a weekly inspection of all fire department connections. Visual inspection to ensure that there is no obstruction or physical damage. The contractor will be required to unscrew and re-screw all caps to ensure ease of removal.
- Perform a semi-annual inspection of all pull-stations. Checking entails testing to ensure that each pull-station, when pulled, will send an alarm to the control panel.
- Perform a semi-annual inspection of all ceiling smoke detectors in all locations.
- Quarterly inspection and testing of PIV in all buildings, to ensure that the valve can be closed in the event the Grand Rapids Fire Department wants to turn off the main water supply to a certain building.
- Eight times annually a visual inspection will be required in all storage areas, ensuring that passage ways are clear and items are stored in accordance with established procedures and guidelines; i.e. 18" below sprinkler head.
- Monthly, the contractor will visually inspect ceiling tiles noting any missing or damaged tiles.
- Perform weekly, general safety inspection of all areas including patient areas, storage and out buildings. This will be a general walk through noting any changes in the buildings physical characteristics or potential safety hazards.
- Quarterly the contractor will perform a Disaster drill to test employees' emergency response in the event of a tornado or bomb threat. This testing will be required for all shifts in all employee locations.
- Monthly the contractor will inspect all trash and linen chutes checking that all latches and doors are in proper working condition.
- Perform a quarterly testing of the alarm systems in each building.
- Annually review and update the Material Safety Data Sheet (MSDS) files.
- Quarterly disaster drills (tornado and bomb threat).
- Monthly inspections of the Home's stairwells to ensure clear fire exit.
- Weekly the contractor will inspect all gas cylinders located on the premises to ensure that cylinders are stored by their groups and restrained and the caps are secure.
- Perform other preventative maintenance functions as assigned. (In the event changes are made to better meet the Home's needs, the contractor's employees may be required to perform additional job related duties.

SERVICE QUALITY

4. INDUSTRY CHANGES

- a. Several of our office staff are members of American Society of Industrial Security (ASIS). ASIS conducts meetings once per month that bring together the local leaders of the security industry. These meetings keep its members up to speed on all the latest technology and techniques being utilized today. Many of our managers are also members of the Crime Prevention Association of America.



Industry changes and updates are communicated to our staff through meetings, ongoing training, and newsletters.

2. QUALITY ASSURANCE PROGRAM

Corporate Security Solutions maintains 24-hour supervision of its guard staff. There would be an on-site supervisor responsible for the day to day contact with the client. Managers and Owners are available at anytime, day or night, in the case of emergency or potential problems at the facility.

Corporate Security Solutions firmly believes that communication is the key to providing a service that the client deserves and CSS can be proud of.

Daily Meeting -

Meeting between all managers, whether in person or via conference call, to discuss any incident, disciplinary and other reports that require immediate attention, staff appearance and professionalism, and current policies and procedures, etc.

Weekly Meeting -

Meeting between the local manager and site supervisor to discuss potential problems, suggestions, necessary changes, issues regarding the account, job duties/responsibilities, staff appearance and professionalism, and policies and procedures, etc. Results and ideas from the daily management meeting are put forth in the supervisor meeting. The Contract Administrator is welcome to sit in on the meeting at their convenience. The site supervisor is instructed to discuss the aforementioned issues with the guard staff, contract administrator or designated representative, as deemed necessary.

Meetings between management and the contract administrator are scheduled in conjunction with the contract requirements and the preference of the administrator.

D. PRICE

See attached Section 1.6 Compensation and Payment

E. CONTACT INFORMATION FOR AUTHORIZED CSS ADMINISTRATOR

Name: C. Andrew Shaffer **Phone:** (616) 248-3372
Email: cschaffer@gocss.com **Toll-free:** (866) 462-7786