Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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 11, 2009

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B6200039
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Hi-Tec Building Services, Inc.** **6578 Roger Drive, Suite B** **Jenison, MI 49428** **bhogan@hitec-services.com**	TELEPHONE (616) 662-1623 **Brian Hogan** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-1218 **Andre' Morrow, C.P.M., CPPB**
Contract Compliance Inspector: Lew Fudge (269) 337-3928 **Southwest Region – Berrien County – Janitorial Grounds Maintenance Services**	
CONTRACT PERIOD: From: **October 1, 2005** To: **February 28, 2010**	
TERMS **Net 30 Days**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

NATURE OF CHANGE(S):

Effective February 11, 2009, this Contract is EXTENDED February 28, 2010, and INCREASED by $130,322.00. Also effective February 11, 2009, the unit costs for this Contract are CHANGED as noted:

	Location	Unit Cost
#1	**Lawn Aeration for the Watervliet Rest Area located on Westbound I-94 at mile marker 42, Watervliet, Michigan, in Berrien County.**	**$30.66**
#2	**Lawn Aeration for the Coloma Rest Area located on Eastbound I-94 at mile marker 35 in Berrien County.**	**$30.66**
#3	**Lawn Aeration for the Fred Jonas Roadside Park located on Southbound M-140, Approx. 2.5 Miles South of I-94 in Berrien County.**	**$30.66**
#11	**Janitorial/Custodial Service for the MDOT Coloma Rest Area located on Eastbound I-94 at mile marker 35, Coloma, Michigan, in Berrien County.**	**$1,032.22**
#12	**Janitorial/Custodial Service for the Fred Jonas Roadside Park located on Southbound M-140, Approx. 2.5 Miles South of Eastbound I-94, Watervliet, Michigan, in Berrien County.**	**$91.98**

#19	**Leaf Removal for the MDOT Watervliet Rest Area located on Westbound I-94, Approx. 3/4 Miles East of M-140 Interchange in Berrien County.**	**$434.35**
#20	**Leaf Removal for the Coloma Rest Area located on Eastbound I-94 at mile marker 35 in Berrien County. 1 Cleaning Spring and 1 Cleaning Fall.**	**$434.35**
#21	**Leaf Removal for the Fred Jonas Roadside Park located on Southbound M-140, Approx. 2.5 Miles South of I-94 in Berrien County.**	**$153.30**
#22	**Lawn Mowing for the MDOT Watervliet Rest Area located on Westbound I-94, Approx. 3/4 Mile East of M-140 Interchange in Berrien County.**	**$204.40**
#23	**Lawn Mowing for the Coloma Rest Area located on Eastbound I-94 at mile marker 35 in Berrien County.**	**$204.40**
#24	**Lawn Mowing for the MDOT Fred Jonas Roadside Park located on Northbound M-140, Approx. 2.5 Miles South of I-94 in Berrien County.**	**$51.10**
#37	**Weed Control for the Watervliet Rest Area located on Westbound I-94 at mile marker 42, Watervliet, Michigan, in Berrien County.**	**$306.60**
#38	**Weed Control for the Coloma Rest Area located on Eastbound I-94 at mile marker 35, Coloma, Michigan, in Berrien County.**	**$337.26**
#39	**Weed Control for the Fred Jonas Roadside Park located on Southbound M-140, Approx. 2.5 Miles South of I-94 in Berrien County.**	**$30.66**
#40	**Fertilization for the Watervliet Rest Area located on Westbound I-94 at mile marker 42, Watervliet, Michigan, in Berrien County.**	**$521.22**
#41	**Fertilization for the Coloma Rest Area located on Eastbound I-94 at mile marker 35 in Berrien County.**	**$573.34**
#42	**Fertilization for the Fred Jonas Roadside Park located on Southbound M-140, Approx 2.5 Miles South of I-94 in Berrien County.**	**$52.12**
#55	**Janitorial/Custodial Service for the Watervliet Rest Area located on Westbound I-94 at mile marker 42, Watervliet, Michigan, in Berrien County.**	**$1,063.90**

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

AUTHORITY/REASON:

Per request of the Department of Transportation (PRF dated 12/26/08), Ad Board approval on 2/10/09, and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: $ 519,585.91

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

November 25, 2008

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B6200039
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE (616) 662-1623 **Brian Hogan**
Hi-Tec Building Services, Inc. **6578 Roger Drive, Suite B** **Jenison, MI 49428** **bhogan@hitec-services.com**	VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-1218 **Andre' Morrow, C.P.M., CPPB**
Contract Compliance Inspector: Lew Fudge (269) 337-3928 **Southwest Region – Berrien County – Janitorial Grounds Maintenance Services**	
CONTRACT PERIOD: From: **October 1, 2005**	To: **February 28, 2009**
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

NATURE OF CHANGE(S):

Effective November 21, 2008:

- **This Contract is hereby INCREASED by $11,845.91;**
- **Line item 011 maximum quantity is CHANGED to 160;**
- **Line item 024 maximum quantity is CHANGED to 65;**
- **Line item 055 maximum quantity is CHANGED to 170;**
- **The DMB Buyer for this Contract is hereby CHANGED to Andre' Morrow.**

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

AUTHORITY/REASON:

Per agency request (e-mail from R. Dolan dated 11/21/08), and DMB/Purchasing Operation's approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: $389,263.91

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

November 26, 2007

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B6200039
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Hi-Tec Building Services, Inc.** **6578 Roger Drive, Suite B** **Jenison, MI 49428** **bhogan@hitec-services.com**	TELEPHONE (616) 662-1623 **Brian Hogan** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-3768 **Lance Kingsbury**
Contract Compliance Inspector: Lew Fudge (269) 337-3928 **Southwest Region – Berrien County – Janitorial Grounds Maintenance Services**	
CONTRACT PERIOD: From: **October 1, 2005** To: **February 28, 2009**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby EXTENDED through February 28, 2009. Note: The buyer for this Contract is CHANGED to Lance Kingsbury (517) 241-3768. All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency, vendor agreement (signed letter dated 11/8/07) and DMB/Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $377,418.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

January 10, 2006

NOTICE
TO
CONTRACT NO. 071B6200039
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Hi-Tec Building Services, Inc.** **6578 Roger Drive, Suite B** **Jenison, MI 49428**	TELEPHONE (616) 662-1623 **Brian Hogan** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-0684 **Laura Hischke**
Contract Compliance Inspector: Lew Fudge (269) 337-3928 **Southwest Region – Berrien County – Janitorial Grounds Maintenance Services**	
CONTRACT PERIOD: From: **October 1, 2005** To: **March 1, 2008**	
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 #071I5200199, this Contract Agreement and the vendor's quote. 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: $377,418.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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. 071B6200039
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE (616) 662-1623 **Brian Hogan**
Hi-Tec Building Services, Inc. **6578 Roger Drive, Suite B** **Jenison, MI 49428**	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-0684 **Laura Hischke**

Contract Compliance Inspector: Lew Fudge (269) 337-3928
Southwest Region – Berrien County – Janitorial Grounds Maintenance Services

CONTRACT PERIOD: From: **October 1, 2005** To: **March 1, 2008**

TERMS	SHIPMENT
N/A	**N/A**
F.O.B.	SHIPPED FROM
N/A	**N/A**

MINIMUM DELIVERY REQUIREMENTS
N/A

MISCELLANEOUS INFORMATION:

The terms and conditions of this Contract are those of ITB #071I5200199, this Contract Agreement and the vendor's quote. 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: $377,418.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I5200199. Orders for delivery of equipment will be issued directly by the Department of Transportation through the issuance of a Purchase Order Form.

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

FOR THE VENDOR:	**FOR THE STATE:**
Hi-Tec Building Services, Inc. Firm Name	Signature
Authorized Agent Signature	**Anthony J. DesChenes, Director** Name/Title
Authorized Agent (Print or Type)	**Commodities Division, Acquisition Services** Department
Date	Date

STATE OF MICHIGAN
Department of Management and Budget
Acquisition Services

JANITORIAL GROUNDS MAINTENANCE SERVICES

REST AREAS & ROAD SIDE PARKS – SOUTHWEST REGION
for
Michigan Department of Transportation (MDOT)

***4 Contracts Awarded ***

Allegan County – Contract #071B6200038
Berrien County – Contract #071B6200039
Calhoun County – Contract #071B6200040
Kalamazoo County – Contract #071B6200041

Buyer Name: Laura Hischke
Telephone Number: (517) 241-0684
E-Mail Address: HischkeL@michigan.gov

Janitorial Service and Grounds Maintenance - Southwest Region

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Janitorial Service and Grounds Maintenance - Southwest Region

Article1 – Statement of Work (SOW)

1.0 Introduction

1.01 DEFINING DOCUMENT

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

1.002 PROJECT TITLE AND DESCRIPTION

This Contract establishes four (4) individual contracts for **Janitorial Services and Grounds Maintenance for the Department of Transportation (MDOT) for some of the Counties that reside in MDOT Southwest Region (Allegan, Berrien, Calhoun, and Kalamazoo Counties).** *Hi-Tec Building Services, Inc. (Hi-Tec)* shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform the janitorial (housekeeping) services and grounds maintenance tasks as described in the specification detailed herein. The required result is to maintain the facility(s) and grounds in such as manner as to provide a clean, healthy and safe environment for occupants of state-owned or leased buildings.

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

1.003 PROJECT CONTROL

Project Control

a. The Hi-Tec Building Services, Inc. will carry out this project under the direction and control of MDOT.

b. Although there will be continuous liaison with the Hi-Tec Building Services, Inc. team, the client agency's project director will meet monthly as a minimum, with the Hi-Tec Building Services, Inc.'s project manager for the purpose of reviewing progress and providing necessary guidance to the Hi-Tec Building Services, Inc. in solving problems that arise.

c. Within five (5) working days of the award of the Contract(s), the Hi-Tec Building Services, Inc. will submit to MDOT project director for final approval a work plan, which must include the following:

The Hi-Tec Building Services, Inc.'s project organizational structure.

(1) The Hi-Tec Building Services, Inc.'s staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.

(2) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.

(3) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.

1.004 COMMENCEMENT OF WORK

Hi-Tec Building Services, Inc. shall show acceptance of this agreement by signing a copy of this contract and returning it to the Contract Compliance Inspector. Hi-Tec Building Services, Inc. shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

1.1 Product Quality

1.101 SPECIFICATIONS

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in the Invitation To Bid #071I5200199 and/or copies of specifications.

1.102 TRAINING AND DEVELOPMENT

a) Hi-Tec has provided a complete description of your firm's Training and Development Plan. Include the training provided to your employees and supervisors prior to placing them on the job site. Also indicate, any on-going training provided to your employees and supervisors.

b) Hi-Tec has provided a list of training materials, classes or sources.

Hi-Tec Building Services, Inc. shall employ personnel capable of fulfilling the requirements of this contract and shall provide a training and development plan for Hi-Tec Building Services, Inc. personnel. The plan shall include the following:

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

2. Task analysis identifying knowledge and skills required for each custodial/janitorial activity.

3. Training objectives and methods of verifying competency of all Hi-Tec Building Services, Inc. personnel.

Hi-Tec Building Services, Inc. has submitted a Training and Development Plan with the proposal dated July 11, 2005. The Hi-Tec Building Services, Inc. Training and Development Plan has been approved by the State. The Hi-Tec Building Services, Inc. shall maintain and update the plan annually and within 30 days of the start of any extension.

For clarification purposes, the Hi-Tec Building Services, Inc.'s Training and Development Plan shall be considered as work or service and shall be subject to acceptance throughout the term of the contract, to include any extensions of contract term. The Hi-Tec Building Services, Inc. shall notify the Contract Compliance Inspector in writing of any proposed change to the Hi-Tec Building Services, Inc.'s Training and Development Plan. No change(s) will be implemented prior to review and approval by the State Contract Compliance Inspector.

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

HI-TEC Building Services, Inc.

INITIAL TRAINING OF NEW HIRES

<u>Employee Training</u>

Each employee is provided 16 hours of one-to-one training on their assigned duties.
The following items are made clear in the training process.

- Universal precautions
- Proper use of safety tools
- Proper and helpful behavior
- Dress code
- Hi-Tec's cleaning program

Orientation

The employee is given a tour of the account by his or her supervisor emphasizing the following areas:

- Employee break area
- Supply rooms
- Janitors closet
- Trash dumpster
- Employee parking

Hepatitis B

Employee is made aware, due to the nature of their work assignment that they are at risk of exposure. Blood borne Pathogen training is provided. Employee is then given the opportunity to choose whether they want the vaccine at this time, if yes, an appointment is made, if not a declination form is signed.

- Upon hiring employee, the on-site human resources department does the following:
  - Personal protective equipment assignment, training and fit test.
  - Employee is shown the locations of eye wash stations and is given a demonstration of the proper use.
  - Fitted for and assigned the proper size and style of rubber gloves.
  - Fitted for and assigned the proper size and style of safety goggles.
  - Fitted for and assigned the proper size and style of protective apron.
  - Fitted for and assigned the proper size and style of protective gown.
- On-going Training

As a part of Hi-Tec's on-going training programs the employee is required to attend and is given training in the following areas:

- Blood borne Pathogen / PPE program
- Mandatory training program held at corporate site for all on-site supervision.
- Contract specs and company bid is gone over cover to cover.

STANDARD TRAINING POLICIES AND PROCEDURES

Statement of Purpose

- The purpose of this is to outline and standardize techniques in cleaning
- Techniques outlined in this procedure is the basis for evaluating cleanliness during quality inspections.
- Information outlined in these procedures will be used as reference material in conducting training sessions and reinforcing cleaning techniques and standards.

Policy

- It will be the policy of Hi-Tec Building Services to assure that procedures are monitored and maintained in accordance with techniques outlined in this manual to guarantee the highest degree of cleanliness.

Responsibilities

- Employees will be responsible to clean in accordance with techniques outlined in these procedures.
- Supervisors will be responsible to ensure cleaning is being accomplished with consistency and in accordance with these procedures.

Safety

SAFETY is important during the daily activities. Employees should follow and practice safety at all times. Following are some general safety rules during cleaning.

- Safety glasses will be worn at ALL times while cleaning.
- When damp wiping any surfaces, be observant of sharp edges, corners, etc.
- Use a ladder to reach overhead light fixtures and other items that can't be reached from the floor level when cleaning over one natural arms reach.
- DO NOT ALLOW strong cleaning products to get on fixtures, walls, floors, partitions, serving surfaces, etc.
- Be careful of broken glass/sharp objects on the floor, grounds or in waste containers.
- Be careful of sharp edges on metal surfaces.
- Wet floor signs will be present when damp mopping. Remove only when floor is dry.
- Wet floor Signs should be placed on wet carpet surfaces to warn slip and fall hazards.
- Report any Blood pathogen situations to your supervisor immediately, so proper procedures can be implemented.
- All MSDS product sheets are available in the Janitorial Closet.

Customer Courtesy

- At all times, while cleaning, employees will be very courteous to anyone that may enter.
- Personal hygiene is important as well as proper uniforms when working.

Training Equipment

- Training sessions are the basis of qualified employees and a clean building. It is essential that sufficient training sessions be scheduled at regular intervals.
- Formal training sessions on cleaning will be scheduled at least twice (2) a year or more often if deemed necessary.

1.103 QUALITY ASSURANCE PLAN

The Hi-Tec Building Services, Inc. shall submit a Quality Assurance Plan with the proposal. The plan must be acceptable to the State. The Hi-Tec Building Services, Inc. shall not begin work under this contract until the Quality Assurance Plan, incorporating any changes required has been approved by Acquisition Services. The Hi-Tec Building Services, Inc. shall maintain and update the plan annually and within 30 days of the start of any extension. The Hi-Tec Building Services, Inc.'s Quality Assurance Plan shall include: (1) the names and qualifications of individuals performing inspections and the extent of their authority; (2) methods of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable, with descriptions of sampling techniques; (3) methods of documenting and enforcing quality assurance operation, including inspections and testing; (4) the format for the Hi-Tec Building Services, Inc.'s Quality Assurance Report; and (5) method of control site keys and locks.

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

b. Quality Assurance Reports. The Hi-Tec Building Services, Inc. shall submit to the Contract Compliance Inspector by close of business the fifth working day of each month, a Quality Assurance Report listing the results of the previous month's Quality Assurance Inspections.

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

Hi-Tec Building Maintenance Services, Inc. conducts the following:

- A quality inspection is considered a fundamental task that will be accomplished on a regular basis to ensure consistency and quality standards are being maintained.
- Offices are considered areas that should maintain a high degree of cleanliness and appearance. In addition to daily visual inspections, each facility will receive a weekly written QA report with the results being recorded.

COMMON AREAS

Lobby	Utility Room
Entryway	
Storage Area	

Before beginning the cleaning of an area, the necessary equipment and supplies will be assembled. The following items will be available for the task.

Mop Bucket w/Wringer	Feather Duster
Plastic Pail	Wet Floor Signs
Mop Handle w/wet mop	Dust Pan
Dust Mop Handle w/dust mop	Counter Brush
Disposable Towels or Cloth Towels.	Ladder
Putty Knife	

CLEANING PRODUCTS

Approved and tested products only will be used in cleaning.

SEE ATTACHED SHEET	

OTHER SUPPLIES

The following supplies will also be available for use in cleaning.

Roll hand towels for dispensers	Scrub Pad (restricted use)
Toilet Paper	Large heavy duty trash liners
Bowl mop	Duster
Gloves	Sanitary Napkin box
Urinal Screens	

CLEANING SEQUENCE

On the following pages is the proper cleaning sequence to be applied to Cleaning. Listed below is the expected flow sequence to be used.

- Step # 1 - Safety Signs
- Step # 2 - Prepare Cleaning Solutions
- Step # 3 - Transport Supplies & Equipment
- Step # 4 - Check, Clean & Fill Dispensers
- Step # 5 - High / Low Dusting & Spot Wiping
- Step # 6 - Remove Trash, Clean interior and exterior
- Step # 7 - Dust Mop & Sweep Tile Floors
- Step # 8 - Damp Mop Floor Surface
- Step # 9 - Spot Walls
- Step # 10 - Spot Base Boards

CLEANING SEQUENCE

STEP NUMBER 1	***SAFETY SIGNS***
	Place wet floor signs when appropriate Safety signs are one method to warn people of locations. Remove when floor is dry danger and/or prior to end of shift.

STEP NUMBER 2	***PREPARE CLEANING SOLUTIONS***
	Mop bucket – place 4 gal. of water Note: Fresh Solution will be prepared for each restroom.

STEP NUMBER 3	***TRANSPORT SUPPLIES AND*** EQUIPMENT
	Place supplies in your area in a convenient location where they will be accessible yet not obstruct movement.

STEP NUMBER 4	***CHECK, CLEAN, & FILL DISPENSERS***
	Fill dispensers at this time. Note: Check dispensers to assure that they are loaded and working properly. Safety Note: Be careful of sharp objects or corners on dispensers.

STEP NUMBER 5	***HIGH/LOW DUSTING & SPOT WIPING***
	Note: Spray dusters with conquer dust one hour before dusting.

STEP NUMBER 6	***REMOVE TRASH***
	Empty waste containers. Note: Liner should be replaced and rubber band placed around top. Note: Damp wipe trash receptacle, both inside and out. Wipe down wall surface next to container.

STEP NUMBER 7	DUST MOP & SWEEP TILE FLOORS
	Sweep all dust, dirt, & food particles **Note: Ensure you get into all corners, behind doors.**

STEP NUMBER 8	DAMP MOP FLOOR SURFACES
	Damp mop floor with disinfectant. Note: Follow proper damp moping techniques. **Note: Rinse often to keep mop effective.** **Note: Be sure to mop carefully in all corners, behind doors.** **Note: Change solution after every rest room.**

STEP NUMBER 9	SPOT WALLS
	Note: After using Claire Heavy Duty rinse with water.

STEP NUMBER 10	SPOT BASE BOARDS
	Note: DO NOT use a green pad for cleaning (white only).

EQUIPMENT

The housekeeping utility carts with accessories will be the standard piece of equipment used for cleaning restrooms. The following tools will be available on the cart for cleaning restrooms.

Mop bucket w/o casters	Feather Duster
Plastic Pail	Tote Tray
Mop Handle w/wet mop	Dust Pan
Dust Mop Handle w/dust mop	Counter Brush
Wringer	Sponges / cloths
Caution Signs	Bowl Swabs w/containers
Roll Hand Towels	Toilet Tissue
Cleaning Towels	Brown Disposable Bags
Medium Trash Liners	Scrub Brush

CLEANING PRODUCTS

Approved and tested products ONLY will be used in the cleaning of restrooms.

SEE ATTACHED PRODUCT LIST	

RESTROOMS CLEANING SEQUENCE

On the following pages is the proper cleaning sequence to be applied in restroom cleaning. Listed below is the expected flow sequence to be used.

- Step #1 - Place Signs Out
- Step #2 - Prepare Cleaning Solutions
- Step #3 - Transport Utility Cart to Restroom
- Step #4 - High Dusting
- Step #5 - Check/Replenish Dispensers
- Step #6 - Remove Trash/Replenish Brown Bags

- Step #7 - Dust Mop Floor Surface
- Step #8 - Toilet/Urinal Cleaning
- Step #9 - Sink/Counter Area Cleaning
- Step #10 - Damp Mop Floor Surface
- Step #11 - Wet Floor Signs

CLEANING SEQUENCE

STEP NUMBER 1	***PLACE SIGNS OUT***
	Note: Place Safety Signs at entrance way. Remove when floor dries and/or prior to end of shift. Note: Return waste containers to restroom.

STEP NUMBER 2	***PREPARE CLEANING SOLUTIONS***
	Mop Bucket – place 4 gal of solution **Note: Fresh solution will be prepared After every restroom plastic pail.** **Note: Dump the dirty water down the restroom drain.** **Note: Do not add more products than required.**

STEP NUMBER 3	***TRANSPORT UTILITY CART TO*** RESTROOM
Position utility cart outside of restroom until sweeping techniques has been completed and refuse picked up.	Note: After this step, the cart may be positioned inside the restroom.

STEP NUMBER 4	***HIGH/LOW DUSTING***
Use a Feather Duster	Note: Dust vents, cold air returns, wall lights, partition braces/hinges and upper edge of baseboard and door vent.

STEP NUMBER 5	***CHECK/REPLENISH DISPENSERS***
This step includes paper towel, toilet tissue, brown feminine bag and soap dispensers.	Note: Check all towel dispensers to ensure they are loaded and working properly. Note: Replace toilet tissue and feminine bags as needed.

STEP NUMBER 6	REMOVE TRASH/REPLENISH BROWN BAGS

Put on rubber gloves.
Note: Rubber gloves will be worn from this point forwards and may be removed ONLY during the cleaning of mirrors in steps thereafter.

Empty waste containers.
Note: Change liners each time trash is emptied.

Note: When changing liners, the interior of the waste container will be washed out and disinfected.

STEP NUMBER 7	DUST MOP FLOOR SURFACE

Note: Ensure you get into corners and behind doors.
Note: Pick up refuse inside of restroom.

STEP NUMBER 8	TOILET/URINALS

For Urinals:
Note: Flush each urinal – excess water should be plunged from urinal using a vigorous up and down motion with bowl swab, and using small amount of bowl cleaner from the quart container, swab inside of fixture.

Note: Be sure to swab from the top down each side to the drain, and flush immediately.

Note: Lift the seat and flush each commode – excess water should be plunged from the bowl using a vigorous up and down motion. Using the bowl swab, apply bowl cleaner from the quart container to the interior surfaces, under the rim and into the trap, flush immediately, move to next unit.

Safety Note: DO NOT place bowl cleaner container on counter top or allow bowl acid to spill on floor surface, fixtures, etc.

Note: Using cleaning solution, damp wipe both sides of toilet seat, brown bag dispenser exterior, exterior surface of commodes/urinals and bothsides of urinal partition. Remove build-up using a toothbrush.

Special Instructions:

Note: Sanitary napkin receptacle interiors will be damp wiped each time a replacement liner is installed.

Using spray bottle filled with diluted disinfectant spray, damp wipe both sides of partitions exterior of dispensers and chrome polish.

STEP NUMBER 9	SINK/COUNTER AREA

Note: Clean sinks to remove build-up, rinse with cold water.

Note: Clean under counter tops, plumbing under sink, walls under towel dispenser. Wash/spot door and door frame, stall doors, stall walls and exterior of waste container.

Note: Clean mirror/frame, and exterior of towel dispenser.

STEP NUMBER 10	DAMP MOP FLOOR AREA

Note: Follow proper damp mopping techniques.

Special Instructions:
Note: Change mop solution after every restroom

STEP NUMBER 11	SAFETY SIGNS

Note: Remove all safety signs when floor is dry or when work is done.

START-UP SUPPLIES & EQUIPMENT

Item	Item
3105 30-45" LAMBSWOOL TELESCOPIC DUSTER	462951
4305 - GLANCE GLASS CLEANER (4 jugs/CS)	435869
45460 - DC FORWARD DISINFECTANT (4/CS)	475166
4337 - VIREX 256 GERMICIDAL (4 jugs/CS)	435579
B102 20 oz. COTTON CLAMP MOP HEAD (12/CS)	561763
H246 - GRIPPER MOP HANDLES	485389
2643 44 GALLON BRUTE	535342
2640 DOLLY FOR BRUTES 2620/2632/2644	535341
6141 NAPKIN WAX BAG (250/Box)	473983
4410 - LEMON SHINE-UP (12) 15 oz. cans / CS	129101
4832 END BAC II DISINFECTANT SPRAY - 12/CS	570921
C-841 STAINLESS STEEL CLEANER (12/CS)	539146
3600 DELUXE BOWL MOP W/ CONE	538937
6389 - JUMBO ANGLE SWEEP BROOM	483976
PKG-048 FORWARD D.C. SPRAY BOTTLE	561298
PKG-029 GLANCE SPRAY BOTTLE 32 OZ. 12/CASE	563086
5 GAL CARPET SPOTTER	011105MD
8644 NITRILE NONPOWDERED DISPOSABLE GLOVES – M (50 pairs)	574421
CENTURY FLOOR MAINT. CLEANER	118700KS
SUPER COACH VACUUM BAGS	100331AC
MINUTEMAN VAC BAGS (for MPV Vac.)	370202PKGKS

CLEANING SOLUTIONS

GLANCE

Use on mirrors and lobby windows.

CLAIRE STAINLESS STEEL POLISH & CLEANER

Use on drinking fountains, toilet paper holders, women's sanitary napkin containers and bathroom trash containers. On the drinking fountain, spray the form of the fountain first, and then polish with a polish rag. Wipe water out of the drinking fountain with a clean rag then spray the sides, sink and back. Polish with the polish rag.
WEAR GLOVES

END BAC II

Use to sanitize toilet seats and urinals. Spray in napkin waste containers and bathroom trash containers. Spray after cleaning any surface. Do not wipe off.
WEAR GLOVES

GRAFFITTI REMOVER

Use to remove graffiti from walls and tar spots from floor.

WEAR GLOVES

JOHNSON SHINE UP
Use to clean interior and exterior wood surfaces. Spray sparingly, using a polish rag, (not the one you use for Claire Stainless Steel Polish & Cleaner). Wait for it to dry then polish with a clean, dry soft rag.

CREW FOAMING BATHROOM CLEANER
Use on tile walls and slop sink in maintenance room.

VIREX 256
Use for bathroom mop water along with 3 squirts of INTENSE. Fill to the 4 gallon line.

DC FORWARD DISINFECTANT CLEANER
Use to clean faucets, counter tops, sinks, fixtures & spot clean surfaces. Must let product dwell for five minutes.

WHEN WORKING WITH ANY CHEMICALS ALWALYS WEAR GLOVES, SAFETY GLASSES, AND APRON.

NEW HIRE TRAINING

Hi-Tec Building Services uses 3 steps to train and introduce a new employee to our personalized program.

STEP 1 : **DAY 1**

New employee spends 4 hours with the evening site supervisor performing the following:

- Finalizing paper work
- Review company handbook
- PPE program
- Watch restroom cleaning and blood borne pathogen video
- Explain training and cleaning manual
- Explain health, safety, and environmental protection manual
- Discuss quality assurance expectations
- Picture for employee badge
- Tour of building and performs quality assurance check with new hire

STEP 2 : **DAY 2**

New employee spends 4 hours with the assistant supervisor performing the following:

- Introduce work area
- Introduce tools and cleaning equipment
- Introduce scope of services
- Work side by side to accomplish daily task
- Perform ending inspections and clean-up

STEP 3 : **DAY 3**

New employee spends 4 hours with a senior team member performing the following:

- follow-up scope of services from day 2
- follow-up accomplishing daily task together
- review and finalize training session and introduce to rest of team

Training List	Employee initial	Supervisor initial

	Employee Packet		
	Training Manual		
	Training Video		
	Hazardous Communication		
	Personal Protective Equipment		
	Blood Borne Pathogen		
	Express Time Procedures		
	Inventory Supply Sheets		

Employee signature	Date

Supervisor signature	Date

1.104 RESERVED FOR WARRANTY FOR PRODUCTS OR SERVICES

1.2 Service Capabilities - RESERVED

1.3 Delivery Capabilities - RESERVED

1.4 Project Price

1.401 PROPOSAL PRICING

provide pricing for the items included on this ITB (see attached Item Listing).

1.402 QUICK PAYMENT TERMS

The State of Michigan is interested in payment terms that reflect cost savings to the State based on an accelerated payment process. Bidders shall discuss quick payment terms that they are offering to the State (i.e. _____% discount off invoice if paid within _____ days). This will be a factor considered in our award decision.

1.403 PRICE TERM

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

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

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

1.5 RESERVED FOR QUANTITY TERM

1.6 MDOT REST AREAS & ROADSIDE PARKS GENERAL REQUIREMENTS & SPECIFICATIONS FOR JANITORIAL & GROUNDS MAINTENANCE SERVICES OF STATE DESIGNATED FACILITIES

These specifications cover the general maintenance requirements for rest areas and roadside parks buildings, structures and grounds.

DEFINITIONS

DMB Acquisition Services - Refers to the State of Michigan, Department of Management and Budget, Office of Purchasing. The DMB ACQUISITION SERVICES is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein. DMB ACQUISITION SERVICES is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms and conditions of this Invitation To Bid (ITB) and any contract(s) awarded as the result of this (ITB).

MDOT – Refers to the Michigan Department of Transportation.

MDOT/CRC – Refers to the Michigan Department of Transportation and/or County Road Commission where the local county road commission is operating as a contract maintenance agency under a maintenance contract with the Michigan Department of Transportation. When a county road commission is identified in the SPECIAL PROVISIONS it is understood that the CRC is acting as an agent for the MDOT.

CONTRACT COMPLIANCE INSPECTOR (CCI) – The CCI is responsible for the general administration of the contract on a day-to-day basis during the term of the contract. **However, administration of any contract resulting from this ITB implies no authority to change, modify, clarify, amend or otherwise alter the terms, conditions and specifications of such contract. That authority is retained by the DMB – Acquisition Services.**

MDOT GENERAL RESPONSIBILITIES

MDOT is responsible for the general maintenance of their facilities and all other maintenance not specifically required of the contractor under this contract.

CONTRACTOR GENERAL RESPONSIBILITIES AND REQUIREMENTS

The contractor shall be responsible for the satisfactory and complete execution of the work in accordance with the intent of the specifications. He/she shall provide, without extra charge, all incidental items required as a part of the work even though not specified or indicated.

The contractor's responsibility is to not damage MDOT property and to use only such materials and treatments as will enhance the appearance of the Rest Area.

The contractor shall furnish maintenance equipment, gardening and watering equipment for maintaining landscape beds and be responsible for the maintenance thereof.

The contractor shall furnish all snow removal equipment necessary to maintain all sidewalks free from ice and snow including but not limited to:

- Four horse power (4 HP) 2-Stage Snow Blower
- Snow Shovels
- Ice Scrapers

The contractor shall provide adequate, proper training for all attendants.

The contractor shall furnish all supplies used by the public and materials necessary for cleaning. Supplies and materials purchased must meet specifications outlined in the "Approved Material List".

Contractor must bag and remove all trash from the site daily. **No dumpsters allowed on site.** Legal disposal of all refuse and associated costs are the contractor's responsibility. Proof of proper disposal (receipts, bills) shall be provided upon CONTRACT COMPLIANCE INSPECTOR's request.

The contractor shall supply MDOT with quantities of each material used at the end of each contract year.

The contractor shall report any vandalism, illegal dumping, and any non-pickup to the CONTRACT COMPLIANCE INSPECTOR.

The Contractor shall provide the CONTRACT COMPLIANCE INSPECTOR with an up to date master list of all employees working at the rest area. The list shall include the **supervisors name and telephone numbers where he can be reached 24 hours a day.**

CONTRACTOR GENERAL RESPONSIBILITIES AND REQUIREMENTS

The contractor shall be responsible for the satisfactory and complete execution of the work in accordance with the intent of the specifications. He/she shall provide, without extra charge, all incidental items required as a part of the work even though not specified or indicated.

The contractor shall coordinate his/her operations with other contractors, MDOT operations and/or permitted activities. The contractor shall not give keys to individuals other than his/her employees.

No contractor's vehicle will be allowed on sidewalk and lawn areas. Parking area will be designated by MDOT.

No television sets, full size refrigerators, beds/cots, couches or lazy boy type chairs and storage of more food items than will be eaten that day will not be allowed at the rest area.

No personal use of MDOT telephones. ALL calls by the attendants other than to MDOT personnel shall be made on the public telephones, or on a separate telephone installed in the building at the contractor's expense (upon approval of the CONTRACT COMPLIANCE INSPECTOR). Unauthorized charges will be the responsibility of the contractor and will be deducted from the next invoice.

Contractor's employees shall be able to understand and speak the English language.

Contractor to furnish:

1. All transportation for his employees.

2. All maintenance equipment necessary to carry out the requirements of the contract.

3. Adequate and proper training for all employees.

In emergencies affecting the safety of persons, the work, or property at the site or adjacent thereto, the Contractor, without instruction or authorization from the CONTRACT COMPLIANCE INSPECTOR, is obligated to act at his/her discretion, to prevent threatened damage, injury or loss. He/she shall contact the CONTRACT COMPLIANCE INSPECTOR immediately of any significant changes in the work or deviations from the contract documents caused thereby.

Any requests for information by any news media organization (newspapers, TV stations, radio, etc.) shall immediately be directed to the CONTRACT COMPLIANCE INSPECTOR. The contractor and/or his/her employees shall not speak on behalf of MDOT.

The Contractor shall have separate crews for mowing and janitorial services. Personnel assigned to janitorial duties shall not perform mowing tasks.

MDOT GENERAL RESPONSIBILITIES

A. Maintenance performed by MDOT:

1. Water conditioning equipment.
2. Building structures or shelters.
3. Trees and shrubs, placing and planting, trimming and removal.
4. Heating and plumbing systems unless specified as the Contractor's minor maintenance.
5. Fences.
6. Lagoons, tile fields and septic tanks.
7. Electrical equipment.
8. Snow removal on vehicle ramps and parking lots, unless specified elsewhere in this contract.
9. Utility bills, except unauthorized phone calls made by Contractor=s employees.

B. Inspection for compliance

Inspection may be daily during the work week. The CONTRACT COMPLIANCE INSPECTOR or his representative may inspect periodically on weekends.

ORIENTATION AND TRAINING (REST AREA ONLY)

A. All Contractor supervisor personnel may be required to attend an initial one-day workshop on rest room cleaning and sanitation as provided by the MDOT upon award of the contract.

B. The MDOT trained supervisor is responsible for training all other attendants and replacements prior to or as part of their initial work assignment.

C. At the discretion of MDOT, rest area attendants and/or supervisors shall attend an annual one-day janitorial refresher course provided by MDOT. The Contractor is responsible for certifying attendant's training in writing to the CONTRACT COMPLIANCE INSPECTOR within 10 days after a refresher course.

D. If travel is involved, trainee's food, lodging, and travel expenses will be the responsibility of the Contractor.

CHANGE OF CONTRACTOR

When the Contractor changes at any facility, a meeting shall take place during the last day of the old contract. In attendance shall be the former contractor or representative, new contractor or representative and the CONTRACT COMPLIANCE INSPECTOR. The purpose of this meeting is to return, and redistribute keys to the facilities, take a physical inventory of the equipment and supplies owned by each of the representatives, and exchange any information necessary to enhance the transition process.

A copy of the physical inventory shall be mailed to the former contractor and distributed to all concerned. A second copy of this inventory shall become part of the contract records.

CONTRACTOR STATUS

The contractor and his/her employees at all times shall be considered as an independent contractor and not as MDOT/State employees. As an independent contractor, the contractor's payment under this contract shall not be subject to any withholding for tax, social security, or other purposes; nor, shall the contractor or his/her employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, or unemployment compensation or the like from MDOT/CRC/State.

The contractor shall exercise all supervisory control and general control over all day-to-day operations of his/her employees including control over all workers duties. The contractor shall also be responsible for payment of all wages to employees, taxes and fringe benefits, and shall discipline employees, as needed including firing and hiring.

SUPERVISION, EMPLOYEE QUALIFICATION AND TRAINING

Supervision
The Contractor shall designate a qualified supervisor or superintendent in writing as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site as required to perform adequate supervision and coordination of the work. The Contractor shall be responsible for the quality and standards of workmanship completed under this contract, including the work of the all subcontractors.

Qualifications of the Contractor's Employees
The Contractor shall provide only competent, well-trained employees in performing the services required herein. The inability by the Contractor to maintain a regular and consistent work force may result in default of contract.

The contractor shall at all times be responsible for the **appearance, conduct and discipline** of his/her employees and/or any subcontractor or persons employed by subcontractors. All workers shall have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any foreman or worker employed by the contractor or subcontractor, who, in the opinion of the administrator does not perform his/her work in a skilled manner, appears to be incompetent, or acts in a disorderly or intemperate manner, may be removed immediately at the written request of the CONTRACT COMPLIANCE INSPECTOR. Failure by the contractor to respond appropriately to complaints regarding appearance, conduct, and discipline of his/her employees will be considered a non-acceptable maintenance condition and default procedures will be initiated accordingly.

SUBCONTRACTING AND PRIME CONTRACTOR RESPONSIBILITIES

No subcontractor may be assigned to this contract without prior approval of the DMB–ACQUISITION SERVICES. The Prime Contractor (Successful Bidder) will be required to assume responsibility for all contractual activities offered in this proposal whether or not that Contractor performs them. Further, the State will consider the Prime 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. Should the contractor use subcontractors to perform part of the work, the contractor remains fully responsible for completion of the work in accordance with the contract as if no portion of it had been subcontracted. **SUBCONTRACTED WORK IS LIMITED TO THE LAWN MAINTENANCE, AND/OR SPRING AND FALL CLEANUP BID ITEMS ONLY.** Any changes in subcontractors may only be made with PRIOR APPROVAL from the DMB–ACQUISITION SERVICES. The contractor shall submit a list naming all subcontractors, including firm name, the name of their supervisor, address and complete description of work they will perform under this contract within 10 day of the notification of award.

The State reserve the right to approve or reject any or all subcontractors for this project and to require the Prime Contractor to replace subcontractors found to be unacceptable or it is determined that they can not meet the requirements of this contract. **The Contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.**

ERRORS AND OMISSIONS

The Contractor shall not take advantage of any apparent error or omission in these specifications or other contract documents, and if any inconsistency, omission, or conflict is discovered in the specifications or other contract documents, or if in any place the meaning of the specifications or other contract documents, is obscure, or uncertain, or in dispute, the DMB Buyer will decide as to the true intent.

DEFAULT

Non-Acceptable conditions: Should an inspection by the State reveal that the contractor's work results in any non-acceptable maintenance conditions:

1. The MDOT at the time of the first circumstance shall call for a meeting with the contractor to review the condition.

2. Should a second non-acceptable condition develop, a second meeting will be held. A letter of warning will follow.

3. Should a third non-acceptable condition develop, a written notice of termination will be sent to the contractor from DMB – ACQUISITION SERVICES.

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

CONTRACT CHANGES AND/OR CONTRACT MODIFICATIONS

DMB-Acquisition Services reserves the right to modify janitorial and/or grounds maintenance/lawn care services during the course of this contract. Such modifications may include changing the location to be serviced, size of cleaning area, number of hours and/or days service is to be performed, as well as changes in frequency of performance of any listed tasks and/or addition or deletion of tasks to be performed, 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 MUTUALLY AGREEABLE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.
Price adjustments due to any of the foregoing changes shall be based on a pro-rata basis based on this bid/contract. Prices for extra work requested during this contract, which are not part of this contract, will be negotiated prior to the time of occurrence.

Changes of any nature after contract award, which reflect an increase or decrease in requirements of cost shall require a written advice of change to be issued by DMB-Acquisition Services. SUCH CHANGES, IF PERFORMED IN ADVANCE OF THE STATE'S APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.

LAWS, ORDINANCES AND REGULATIONS

The contractor shall keep himself/herself fully informed and shall comply with all local, state and federal laws, ordinances, and regulations.

PERMITS AND LICENSES

Any permits, licenses, certificates, or fees required for the performance of the work, shall be obtained and paid for by the contractor.

INDUSTRY RULES AND CODES

All work shall be done in compliance with the applicable rules of the industry which shall be considered as included on these specifications, shall comply with all local and state codes, and be approved by the State prior to use.

PROTECTION OF PROPERTY

The contractor shall be responsible for protecting and preserving from damage any and all facilities, public and private, which are adjacent to the areas where work is being performed.

USE OF PROPERTY

The contractor and/or individual employees DO NOT have the authority to permit any use of the facility. The contractor and/or employee shall report any activity of which they were not previously aware to the CONTRACT COMPLIANCE INSPECTOR as soon as possible.

TIME AND PROGRESS

It is understood and agreed that TIME IS OF THE ESSENCE in respect to the work contemplated herein, and the contractor agrees to do the work covered by the contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence so as to complete any work required under the contract within the shortest reasonable periods of time.

TIME CLOCK

The contractor **may be required** to install and maintain a time clock or other documentation device as approved by the CONTRACT COMPLIANCE INSPECTOR. This time clock shall be kept accurate working order for the duration of the contract. **Copies of properly completed time cards shall be submitted with each invoice in order to receive payment**.

EQUIPMENT AND MATERIALS, INSPECTION

The Contractor administrator shall have the right to inspect all equipment and materials, which is to be used in carrying out the terms of this contract. Any such equipment or materials, which do not comply with local, state and federal codes or with this contract may be rejected.

ACCIDENTS

Any accident on the premises shall be reported immediately to the appropriate MDOT garage. Regular and emergency phone numbers will be provided at the pre-maintenance meeting.

FIRST AID KITS

First Aid kits shall be provided for the attendants' use by the contractor. At a minimum, the kits shall contain: 16 individually wrapped packaged adhesive bandages, two rolls of adhesive tape, 3" x 3" gauze pads, 10 antiseptic wipes, burn cream, first aid cream, one triangular bandage, aspirin or acetaminophen, scissors, and tweezers. This kit shall be in an impact resistant case, and easily accessible to the attendants.

MDOT BILLING PROCEDURES

The Contractor shall submit the monthly invoice for services rendered. The billing shall be at the contract bid price per week for rest area maintenance, price per cycle for lawn care, price per cleanup for the spring and fall of each year, price per lawn aeration (one per calendar year). The original invoice shall be sent to Michigan Department of Transportation and designated Transportation Service Center, which will be identified in the final Contract(s).

MEASUREMENT AND PAYMENT

The information contained in this Contract represents a summary of the estimated work to be provided. The Contract prices include all labor, materials, equipment, and incidentals to complete the work as specified. The completed work as measured for REST AREA MAINTENANCE, LAWN MAINTENANCE, SPRING AND FALL CLEANUP, AND LAWN AERATION, will be paid for at the contract unit prices.

PAYMENT

The Contractor shall present a monthly invoice to the Michigan Department of Transportation address identified on the DETAIL SHEET/SPECIAL PROVISIONS for services rendered. The billing shall be at the contracted price as outlined in the contract. The billing shall contain, if applicable, adjustments for approved additions, deletions, or changes in services. The MDOT will pay the billed amount monthly. MDOT shall remit net 30 days upon receipt of invoice.

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

SERVICE REVIEW

MDOT may request an audit of the services provided under the terms of this contract. The audit will be a joint activity of the Using Agency and DMB.

An unsatisfactory audit will result in cancellation of the Contract under terms of the Cancellation Clause in this contract. Further, should this contract be cancelled for cause, the Contractor so cancelled will not be allowed to participate in request(s) for continuation of this service.

The audit will consist of an evaluation of the total service quality, including responsiveness, timeliness of required reporting, and any other specifics as required under the terms of the Contract. The results of the audit along with contract recommendations will be published by the Office of Purchasing and distributed to the Using Agency and the Contractor(s).

Should the contractor desire, a meeting will be arranged between all concerned parties within 10 calendar days of the date the Contractor received, or could have reasonably been expected to receive his copy of the audit. This meeting will provide an opportunity for the Contractor to present his/her reactions to audit recommendations.

ASSIGNMENT

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

DELEGATION

The Contractor shall not delegate any duties or obligations under this contract to a subcontractor other than a subcontractor named in the bid unless the State Purchasing Director has given written consent to the delegation.

RIGHT TO KNOW ACT (ACT 80 of 1986)

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

Labels

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

Responsibility of Service Contractor
A service contractor must comply with the requirements of Act 80 of 1986 with respect to the labeling of hazardous chemicals and the provision of Material Safety Data Sheets before such materials are introduced into the workplaces of a contracted service agency. Otherwise, such materials will not be allowed on the premises.

Material Safety Data Sheets
Material Safety Data Sheets related to hazardous chemicals must be presented to the appropriate State building supervisors prior to the introduction of such substances into buildings housing agencies of the State of Michigan. It is recommended that the format of OSHA Form 174, dated September 1985, be used as a standard for Material Safety Data sheets.

SEASONAL CLOSURE

The Michigan Department of Transportation reserves the right to close Rest Areas during the winter due to budget constraints. The MDOT will notify the Contractor 30 calendar days in advance of the scheduled closing date.

TEMPORARY FACILITY CLOSING

If adverse weather conditions, mechanical failure, or other emergency situations require the closure of the facility, the contract shall be suspended until the facility is reopened. The contractor shall be reimbursed for all days or partial days worked. It is not the intent of MDOT to close a rest area for other than emergency and/or reconstruction reasons unless specifically noted in the DETAIL SHEET.

USE OF HERBICIDES

The use of herbicides by the Contractor is allowed according to this contract. All work must be done by a licensed contractor.

1.7 MDOT REST AREAS & ROAD SIDE PARKS SPECIFICATIONS FOR GENERAL JANITORIAL OF DESIGNATED STATE FACILITIES

This specification is for the normal maintenance of the Rest Area building(s).

CONTRACTOR GENERAL RESPONSIBILITIES AND REQUIREMENTS

A. The contractor is expected to perform the following minor maintenance:

1. Replace burned out light bulbs in all light fixtures. When fluorescent bulbs are replaced. ALL bulbs in the same fixture shall be replaced. The correct method for changing light bulbs will be demonstrated by CONTRACT COMPLIANCE INSPECTOR or his representative. Metal halide and fluorescent bulbs are not to be thrown in the dumpster, but should be stored safely on site. Notify the CONTRACT COMPLIANCE INSPECTOR for removal of used bulbs.

2. Tighten loose screws in partition doors, door closures, etc.

3. Plunge plugged toilets and urinals or rod if necessary.

4. Clean and maintain flush valves on toilets and urinals as directed by CONTRACT COMPLIANCE INSPECTOR. MDOT personnel will provide training for this maintenance procedure.

If minor maintenance does not fix the problem, turn off water supply to fixtures, electric supply to dryers, lights or heaters, place temporary "out of order" sign on stall and notify the CONTRACT COMPLIANCE INSPECTOR immediately. The CONTRACT COMPLIANCE INSPECTOR may give further instructions for temporary closing part or all of the rest area.

Any rest area damage which requires more than minor maintenance, the Contractor shall notify the CONTRACT COMPLIANCE INSPECTOR.

If necessary and upon the approval of the CONTRACT COMPLIANCE INSPECTOR the Contractor may be instructed to temporarily close the rest area building at which time he will lock the rest area doors and place the temporary closed sign in the lobby window, clearly visible to the public.

B. The contractor must not tamper with, or adjust controls regulating water treatment equipment, or HVAC equipment.

C. Identification vests with contractors name and word AATTENDANT@ shall be worn by all employees at all times when working within rest area buildings and grounds.

MDOT GENERAL RESPONSIBILITIES

A. Contractor will be furnished:

1. Keys to the buildings, which must be returned to the CONTRACT COMPLIANCE INSPECTOR when the contract is completed. MDOT will withhold final payment until all keys are returned. If not returned MDOT will change all locks and deduct the cost thereof from the Contractor's final payment. If the contractor needs to change the keys/locks, for any reason during the contract period, prior approval must first be obtained from MDOT.

2. Applicable MDOT forms for reporting purposes:

   a. Water Use and Phosphate/Chlorination Operation Report
   b. Rest Area Incident Report
   c. Rest Area Condition Report
   d. Coffee Break Forms
   e. Telephone Log

3. Identification badges shall be worn in conjunction with vests by all employees at all times when working within the rest area building and grounds

4. Phone numbers of MDOT contact personnel.

B. Major repairs:

1. Major building repairs and replacement of fixtures will be done by MDOT as required unless specified as the contractor's responsibility.

2. Contractor must contact the CONTRACT COMPLIANCE INSPECTOR immediately for necessary repairs and replacements, or of any warning lights in the maintenance room.

DEDUCTIONS

The contractor shall have a person in said rest area(s) at all hours scheduled. Person shall be actively working except for scheduled breaks. If the contractor fails to have a person in each rest area on the hours scheduled in the WORK SCHEDULE, it will result in a deduction of $100 for each occurrence.

<u>Procedures for implementing the above:</u>

1. The first time a rest area is not staffed, the CONTRACT COMPLIANCE INSPECTOR will call for a meeting with the contractor and review the condition and $100 will be deducted from the next invoice, if appropriate.

2. Should a second non-staffed condition occur, a second meeting will be held, followed by a letter of warning and $100 will be deducted from the next invoice, if appropriate.

3. Should a third non-staffed condition occur, <u>a written notice of termination will be sent to the contractor.</u>

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

WORK SCHEDULE

Required hours of coverage are as listed on the DETAIL SHEET for each facility. THE CONTRACTOR SHALL HAVE AN EMPLOYEE WORKING AT THE REST AREA DURING THE REGULAR HOURS AND HOLIDAY HOURS AS SPECIFIED ON THE DETAIL SHEET

There are three holiday periods that require additional hours of coverage, and additional staffing with both male and female attendants. These holidays are Memorial Day, Independence Day and Labor Day. The additional hours of coverage that are required for these holiday periods are outlined on the DETAIL SHEET. No additional compensation will be provided. Coverage costs for these periods are to be included in the contract bid unit price.

Attendant must be on site <u>and working</u> during all hours of coverage.

THE FOLLOWING LIST OF DUTIES SHALL ALSO BE POSTED IN THE MAINTENANCE ROOM

A. Restrooms - Daily

1. Primary cleaning, specified in the following, shall be completed between the hours of **7:00 A.M. to 8:00 A.M (Snow and ice removal shall be the first priority after replenishing supplies)**.

   a. Close off washroom and place closed sign in front of door while cleaning, if necessary. Restroom shall be closed a maximum of 20 minutes. All restrooms shall remain open except for cleaning.
   b. Perform cleaning survey of all areas - note problems with lights, faucet leaks, flush valves, floor tiles, drains. Fill out condition report.
   c. Replenish supplies (toilet tissue, hand soap etc.).
   d. Clean and disinfect door, door pulls, window, kick plates, etc.
   e. Sanitary napkin receptacle - remove bag, disinfect container and install new bag.
   f. Disinfect outside of toilets, top and bottom of seats, and flush valves. Allow to dwell 5 minutes.
   g. Punch water out of toilet traps.
   h. Apply acid bowl cleaner to johnny mop and clean inside of toilet bowl. Pay special attention to under the rim of the bowl.
   i. Disinfect outside of urinals and flush valves. Allow to dwell 5 minutes.
   j. Apply acid bowl cleaner to johnny mop and clean inside of urinal bowl.
   k. Clean mirrors.
   l. Clean and disinfect sinks, countertops, fixtures and front of vanity.
   m. Wipe disinfectant from toilets, seats, flush valves, urinals.
   n. Spot clean walls, ceilings and partitions - remove graffiti.
   o. Pick up trash and sweep floor.
   p. Empty rest room garbage cans.
   q. Mop floors using liquid detergent disinfectant.
   r. Report needed repairs to MDOT contact person.
   s. A fourteen (14) day supply of supplies shall be on hand in the storage room at all times.

2. Spot clean and check condition of supplies throughout the day. Repeat any primary cleaning specifications necessary. Spot cleaning shall be completed every 2 hours from 7:00 AM until the end of the scheduled daily coverage.

   a. Clean and sanitize all china fixtures.
   b. Refill toilet tissue dispensers.
   c. Wash walls around sinks and hand dryers.
   d. Sweep floors and spot mop as needed.
   e. Remove writing from walls and stall partitions.
   f. Check grounds and walks and spot clean as needed.

B. Restrooms - Weekly

1. Disinfect and clean entire walls and partitions.
2. Remove and clean plastic light fixture covers with soap and water.
3. Clean window screens as needed.

C. Restrooms - Monthly

1. Scrub tile floors using 175 r.p.m. rotary floor machine, 15" dia. brush spread with 15", dia. "ZIM-GRIT" - Green ZZ scrubber pad or approved alternate.

Procedure:

a. Close restroom - sign properly displayed.
b. Sweep area thoroughly, remove gum or sticky substances with putty knife.
c. Fill bucket with carefully measured 20-36% E.P.A. registered phosphoric acid - base solution.
d. Place wet floor signs in area.
e. Liberally apply cleaning solution to floor with wet-mop.
f. solution to dwell 5 minutes.
g. floor with 175 r.p.m. rotary floor machine and zim-grit scrub pad or approved alternate.
h. Scrub corner and area machine will not reach with manual swivel scrub brush.
i. Pickup scrubbing solution with wet mop.
j. Empty bucket - refill with clean rinse water.
k. Rinse floor and corners thoroughly - change water often.
l. Pickup rinse water with dry mop.
m. Dry-mop, allow to dry, remove wet floor signs.

2. Wash restroom walls, partitions, toilets, and urinals with portable pump-up sprayer.

Procedure:

a. Close restroom.
b. Remove all paper products.
c. Trip the circuit to hand dryers, and electrical outlets.
d. Cover all hand dryers, and electrical outlets with plastic duct tape.
e. Wear gloves and eye protection.
f. Prepare detergent-disinfectant solution according to manufacturers directions.
g. Apply cleaning solution to walls and partitions. **(DO NOT SPRAY CEILING)**.
h. Wash toilets, urinals, flush valves.
i. Allow solution to dwell 10 minutes.
j. Rinse thoroughly with clean, warm water.
k. Wipe down walls, toilets, urinals with clean cloth.
l. Dry mop floor.

3. Clean drains with approved disinfectant.
4. Completely clean ceiling vent covers .
5. Turn off heat to ceiling heaters and clean.

D. Lobby and Entrance Ways - Daily

1. Empty trash receptacles, clean and disinfect inside and outside all waste receptacles presenting a soiled or odorous condition.
2. Replace receptacle liners when torn or soiled.
3. Sweep and mop lobby and entrance floor with detergent disinfectant - proper signing necessary.
4. Clean ash receptacles - remove cigarette butts from containers.
5. Clean and disinfect drinking fountains.
6. Pick up litter papers etc.
7. Wash plastic map cases with mild soap and water (inside and outside surfaces) - do not use harsh chemicals or abrasive materials on plastic display windows, including map and display cases mounted on the outside of the building.
8. Wash windows/doors that are accessible to public.
9. Spot clean ceilings.

E. Lobby and Entrance Ways - Monthly

1. Wash all windows including upper level truss windows with squeegee (where applicable).
2. Clean ceiling.
3. Turn off ceiling heaters and clean.

F. Entrance Ways and Sidewalks - Monthly (April - October)

1. Powerwash entrance ways and sidewalk from building entrance to parking lot. Remove gum by spraying with an aerosol gum remover.

G. Storage Areas - Daily

1. Pick up litter, keep storage area neat and tidy.
2. Record water use and phosphate/chlorination operation report, rest area incident report, rest area condition report, telephone log, and coffee break forms.
3. Dispose of used, empty cleaning bottles.
4. Visual inspection of all equipment (water heaters, pipes, furnace) for possible leaks.

H. Storage Areas - Weekly

1. Sweep and mop floor.

I. Storage Areas - Monthly

1. Clean drains with approved disinfectant cleaner.

NOTE: A PERSONAL EYE WASH BOTTLE MUST BE READILY AVAILABLE AT ALL TIMES WHEN USING CLEANING PRODUCTS

MDOT APPROVED MATERIALS LIST

The following materials list has been compiled by MDOT for Contractor use. Contractor must select products that meet the following use and specifications. Products used that do not meet specifications and use outlined in this table will be considered a default of Contract due to non-compliance.

MATERIAL	TYPICAL USE	MATERIAL SPECIFICATIONS	ESTIMATED QUANTITY
Toilet Paper	Jumbo Toilet Paper Containers	Toilet tissue dispenser roll, single-ply white, non-perforated, 4" wide, 3" core, 2100/roll, 12/rolls per case	450 Cases
	Regular Toilet Paper Containers	Toilet Tissue Rolls, bleached, 2 ply wrapped 4-2" x 4-2" 100 sheets/roll, 96 rolls/case	
Liquid Hand Soap	All hand soap dispensers	Soap must be mild, liquid and remain viscous at temperatures 40 degrees F or higher. Must be designed for hand soap dispensers. Soaps that clog dispensers will not be allowed.	150 Gallons
Plastic Bag Barrel Liners (55gal)	All large trash barrels	55 gal. Capacity, minimum size 36" x 60", mil thickness .16	4500 Bags
Plastic Bag Barrel Liners (33gal)	Trash Cans	33 gal. Capacity, minimum size 33" x 40", mil thickness .43	1000 Bags
Sanitary Napkin Disposal Bag	Sanitary Napkin Receptacles	Approved dispenser liner that fits properly	6000 Bags
Glass Cleaner	All glass and mirrored surfaces	Liquid spray, formula designed or cleaning glass and mirrors, non-abrasive	60 Gallons
Toilet Bowl and Urinal Cleaner	To disinfect inside of urinals, bowls, flushing cavities	E.P.A. Approved 9% HCI acid base bowl cleaner	250 Gallons
Rotary Floor Machine – Liquid Cleaner	To clean tile floors one per month	E.P.A. Approved 20-36% phosphoric acid base cleaner	15 Gallons
Liquid Detergent – Synthetic Disinfectant	To clean, disinfect tile floor, walls, partitions, sink tops, sinks, outside of toilets, urinals, toilet seats, and sanitary napkin disposal containers	E.P.A. Registered disinfectant, detergent shall be quaternary ammonium compounds	40 Gallons
Stainless Steel Cleaner	To clean metal surfaces	Safe for metals, non-scouring product	3 Gallons
De-icing Chemical	To remove ice for use on sidewalks and entrances	Calcium Chloride or product approved by MDOT designated representative	4000 Pounds
Marker/Vandal Remover	To remove crayon, pen, marker, ink, paint and pencil marks	Must be safe for use on hard surfaces such as painted brick, tile and crayon graffiti	12 Cans
Latex Gloves	To be used when cleaning facility	Quality latex gloves	24 Pair
Personal Eye Wash	To be readily available and accessible when using cleaning products	23-oz. Polyethylene eye wash bottle	1-2 Bottles
Wet Floor Signs	To be placed in areas being cleaned when needed	Approved plastic yellow folding signs	3 Signs

MATERIAL *(Con't.)*	TYPICAL USE	MATERIAL SPECIFICATIONS	ESTIMATED QUANTITY
Cotton Mops	To use to mop tile flooring	Cotton blend, banded loop (minimum 2)	52
Mop Handle	To be used with Cotton Mops	Plastic grips or speed change heads	3
Scrub Pads	To be used to manually scrub areas not easily accessible by Rotary Floor Machine	Swivel head must fit on standard threaded wood handle with bristle made of DuPont "Tynex A"	1
Handles	To hold Scrub Pad	Standard thread, wood	1
Mop Bucker & Wringer	To hold solution and Drain Mop	Bucket must be on rollers, wringer must match bucket and mop size	1
Floor Squeegees	To push excess liquid into floor drains	24" minimum witch, rubber tipped	5
Broom	To seep dirt and debris from floor	Heavy duty natural corm broom	5
Window Squeegees and Extension	To clean windows	Squeegee designed for window washing with extension as needed	5
Toilet Bowl Mop	To clean inside toilet bowl and urinals	Cotton or synthetic mop – no brushes	24
Spray Bottles	To hold various cleaning supplies	Clean plastics, trigger style bottles	10
Sponges, Cloths	To clean surfaces	Cotton cloths, absorbent sponges	10
Rotary Floor Machine	To scrub quarry tile floors	175 RPM speed with 15" Brush Spread, must be run on wet floor	1
Rotary Brush Head	To scrub quarry tile floor	"Zim Grit" 15" diameter solid wood back, green color with 40 gauge Tynex nylon filament – must fit above Rotary Floor Machine	1
Portable Pump-up Sprayer	To wash walls and partitions	Portable, 3 Gallon capacity, plastic tank with 18" chemical resistant hose with wand, adjustable spray tip, viton seals	1
Garden Hose	To water flowers	Quality rubber hose with proper fittings	1
Step Ladder	To use when accessing certain varying heights	6 Foot, OSHA Approved	1
Metal Halide Bulbs	To replace lighting	100 Watt - General Electric, Sylvania or Westinghouse	45
Metal Halide Bulbs	To replace lighting	50 Watt - General Electric, Sylvania or Westinghouse	10
Florescent Bulbs	To replace lighting	40 Watt	24
Toilet Plunger	To unclog toilets	Standard	1
Drain Snake	To unclog drains	Standard	1
Shredded Mulch Bark	To place around trees and scrub beds	No wood chips or foreign objects (i.e., rocks or nails, etc.)	400 cu ft. approximately
Annual Flowers	To be used in flower beds	As specified in rest area Flower Planting Sheets	3000 Plants approximately
Peat Mix	To be used in flower beds	Spagnum or Reed Sedge (Michigan Peat is not acceptable)	162 cu. Ft. approximately
Fertilizer	To be used in flower beds	As specified in rest area Flower Planting	18 lbs. approximately

1.7 MDOT REST AREAS & ROAD SIDE PARKS SPECIFICATIONS FOR GENERAL GROUNDS, LAWN CARE AND FLOWER BEDS OF DESIGNATED STATE FACILITIES

This specification is for rest area general grounds / lawn care maintenance, flower bed preparation, planting and includes but is not limited to lawn mowing and trimming, edging, and removal of clippings and other lawn debris.

MOWING SEASON

For the purpose of this specification, the regular mowing season is defined as starting the 1st of May and ending in mid October - approximately 26 lawn maintenance cycles. Any mowing cycles before May 15 or after October 31 will require PRIOR WRITTEN APPROVAL from the CONTRACT COMPLIANCE INSPECTOR.

PRE-MOWING MEETING

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

DAMAGES

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

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

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

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

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

COORDINATION WITH OTHER ACTIVITIES

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

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

EQUIPMENT

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

a. Gas powered mowers
b. Gas powered edging machines
c. Gas powered string trimmers
d. Gas powered portable blowers
e. Brooms, leaf rakes and other hand tools as needed

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

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

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

LAWN MAINTENANCE CYCLE

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

A lawn maintenance cycle shall be completed approximately once a week. There will be approximately 24 "Lawn Maintenance Cycles" per year - dependent on seasonal weather conditions. Increased or decreased cycles may be required, however, any additional mowing cycles beyond once a week mowing shall be approved by the Contract Compliance Inspector or his representative prior to mowing. Any additional mowing will not be paid for unless approved, and if approved, will be paid for at the contract unit price.

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

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

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

MOWING

Maps showing APPROXIMATE areas to be mowed will be provided at the pre-bid meeting.

Grass shall be mowed when it reaches an average height of five (5) inches, to an average height of three (3) inches. At no time shall more than 50% of the grass blade length be cut in one cycle. The initial mowing at the beginning of the mowing season may require an additional cycle.

GRASS SHALL NOT BE MOWED WHEN WET. Grass shall not be mowed during drought conditions, when grass is not growing, unless directed and approved by the Contract Administer.

Clippings shall be removed, if visible, after mowing.

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

The Contractor is responsible for keeping shredded bark material confined to the original mulched areas.

Limbs and debris shall be removed from the mowing area. Debris shall include any litter in the mowing area. Debris must be removed prior to mowing.

GRASS TRIMMING

Trim grass around all fixed objects and trees at every mowing. Extreme care shall be used to prevent injury to MDOT fixed objects and trees. Contractor will be liable for damages as determined by the Contract Compliance Inspector.

EDGING

Edge along all walks and curb areas with a motorized edger every second mowing. Edging shall be no wider than 2 inch from edge of sidewalk/curb to lawn surface. All edging debris shall be removed from the site. Edger shall be used, string trimmer are not to be used for edging.

MULCHING

Contractor to furnish and place shredded bark mulch, prior to start of the yearly mowing activities according to the following specifications.

The mulch shall be clean shredded mulch, void of sticks, needles, insects or any extraneous materials. The Contract Compliance Inspector shall approve the contractor's source for mulch at the point of purchase.

Upon notification of the Contract Compliance Inspector, the Contractor shall place shredded bark mulch around all individual landscape plants and bedded shrub areas within the rest area site.

Mulch shall be placed to a minimum uniform four (4) inch depth covering the entire mulched area. The diameter of the mulch ring for individual plants shall be:

- **12 inch diameter plants and less - 3 foot ring**
- **12 - 24 inch diameter plants - 4 foot ring**
- **24 inch diameter or larger - 5 foot ring**

Individual evergreen plants shall be mulched to a diameter one foot greater than the spread of lower branches at ground level. Evergreens with lower branches removed, and with grass growing up to the trunk shall be mulched as per above individual plant specifications. In no case shall lower branches be covered with mulch.

Mulch shall not be placed against the tree trunk so as to cause insect damage to the trunk.

Mulch shall be replenished each spring and as required to maintain the specified depth, or as directed by the Contract Compliance Inspector.

*The Contractor is responsible for keeping shredded bark material confined to the original mulched area.

LAWN AERATION

Aeration of the turf near the rest area building and in the picnic areas shall be done once per year immediately preceding the closest scheduled mowing cycle during the week following Labor Day. Maps showing the area to be aerated and the **APPROXIMATE** acreage will be available at the pre-bid meeting. The aeration shall be done with a core aerator that has the capability of penetrating to a depth of three (3) inches. The aeration shall be done in two passes perpendicular to each other over the entire aeration area. The aeration shall produce a minimum of twenty-four, 2-inch cores per square foot. **This work shall be paid for as a separate bid item as shown on the DETAIL SHEET.**

SPRING AND FALL CLEAN UP

Prior to the first mowing of the season, and after the last mowing, the contractor shall rake all leaves, sticks, trash, and other debris from the lawn and dispose of at his/her own expense. This work shall be paid for as a separate bid item as shown on the DETAIL SHEET.

HERBICIDES

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

PAYMENT

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

The contractor is responsible for providing the flowers, peat mix and fertilizer as specified by MDOT for the Contract Period growing seasons.

**** THE FOLLOWING LIST OF DUTIES SHALL ALSO BE POSTED IN THE MAINTENANCE ROOM ****

1. WORK SCHEDULE

The minimum work schedule is outlined in the following paragraphs.

A. Grounds - <u>Daily</u>

1. Pick up paper, cigarette butts and litter including animal droppings.
2. Clean picnic tables, stoves and park benches.
3. Water and maintain flower beds or as needed as described below.
4. Empty trash containers and replace liners. Disinfect barrels if soiled.
5. Clean sidewalks as needed for snow and ice removal. Apply deicer chemicals **after snow removal is complete.** All walks must be kept free of snow and ice and a minimum width of 4 feet must be maintained at all times. Contractor is responsible for removing any snow left between the parking area (curbside) and the sidewalk. All curb cuts must be kept clear of snow and ice. This will be done as often as needed.
6. Sweep sidewalks when snow is not present. Sweep excess salt from sidewalk after it is clear and dry.
7. Patrol parking lots for debris and dispose of properly. Sweep curb.
8. Clean cigarette snuffers.
9. Wash plastic map and display cases located on the plaza with mild soap and water (inside and outside), do not use harsh chemicals or abrasive materials on plastic windows.

B. Grounds - <u>Weekly</u>

1. Water any new landscape plantings as requested by MDOT administrator.
2. Maintain and weed landscaped beds, flower beds, and wood chipped areas. All described areas to be kept neat and weed free. Keep sidewalks clean and weed free. Weeds must be hand pulled. **<u>NO HERBICIDE USE WILL BE ALLOWED.</u>**

2. ANNUAL FLOWERS

A. ANNUAL FLOWER BED PREPARATION

1. See landscape sheet for flower bed locations.
2. Before working beds, check the soil to determine if it has dried sufficiently. If moisture drips out when you squeeze a handful of soil or the soil ball holds together tightly and will not break apart easily when struck with your hand, then the bed is too wet to work.
3. Pull all weeds before preparing soil.
4. Add growers mix as specified on the rest area flower planting sheets.
5. Spade or roto-till to a depth of 6 to 9 inches to incorporate the growers mix. Be sure the products are mixed thoroughly with existing soils.
6. After soil and growers mix have been blended, rake area clean of any large stones or roots.
7. a. Where the flower bed is adjacent to turf (SEE DIAGRAM A), mound the soil in the center of the bed to 2-4 inches above existing soil level then taper the soil to the edge of the bed.
   b. When bed has concrete bordering it, keep soil 1" down and 2-3" in back of concrete (SEE DIAGRAM A). This will help to stop the soil from washing out of the bed when it rains or is watered.
   c. When plants are to be grown in a raised planter/bed, mounding of soils as specified in 7a and 7b is not required.

B. PROCEDURES FOR PLANTING ANNUAL FLOWERS

1. Contractor will furnish flower species as specified on flower planting sheet. Species may change annually. Total square footage of flower beds shall remain the same. **MDOT will furnish flower planting sheets to the contractor by February 15th each year of the contract**. It is the contractor=s responsibility to determine a safe planting date based on the geographical location of the rest area and historical weather conditions. **Any dead plants shall be replaced by the contractor at no expense to MDOT.**
2. Just prior to planting, add quantity of fertilizer as specified for flower beds (see rest area flower planting sheet). Rake and blend fertilizer into the top 2" of soil.
3. Space plants according to the spacing chart.
4. Dig hole slightly larger than the root ball, set the plants at the same level at which they were growing in the container. Carefully place firm soil around the roots.
5. Once flowers are planted, they need to be watered thoroughly before leaving the area. Water to a depth of 6 inches to establish a good root system.

C. SPACING OF PLANTS

1. Space the plant type(s) according to the following table:

Alyssum	9" on center
Basil	12" on center
Begonia	7" on center
Brachycome	8" on center
Coleus	8" on center
Cosmos	10" on center
Dahlberg Daisy	6" on center
Dianthus	7" on center
Dusty Miller	8" on center
Flowering Cabbage/Kale	12" on center
Geraniums	12" on center
Impatiens	9" on center
Lobelia	8" on center
Marigold (French)	8" on center
Marigold (American)	10" on center
Pansies	6" on center
Petunias	10" on center
Rudbeckia	10" on center

Salvia	7" on center
Snapdragon	8" on center
Verbena	7" on center
Vinca	7" on center

D. ROCEDURES FOR MAINTAINING ANNUAL FLOWERS

1. Watering

a. Do not allow soil to dry out.
b. Water in the morning.
c. Water thoroughly, with water hose, allowing the water to penetrate down to a depth of 4 6 inches to encourage deep root growth. Probe the soil to determine when the water has reached these depths.

2. Weeding

a. Remove weeds daily.
b. Remove weeds carefully either by pulling or lightly scratching the surface with a hoe in order to cut weeds off just below the soil level.

3. Removing Faded Flowers

a. This is known as "deadheading" and is necessary to keep the plants attractive, from going to seed, and to prevent diseases. Because of deadheading the plants will produce more flowers and be tidier. See items 4A, B,C to determine the frequency and maintenance procedure required for each variety.

4. Deadheading According To Variety

All the plant material we will be growing at the rest area(s) is/are listed below. The plant varieties are broken down into three maintenance levels. Each level explains how to maintain the particular variety throughout the entire season.

a. Low Maintenance - Faded flowers fall cleanly from the plant and do not need removing.

Alyssum
Basil
Begonias
Coleus
Dahlberg daisy
Dusty Miller
Flowering cabbage and kale
Impatiens
Vinca

b. Semi-Low Maintenance - Shear back once in mid July. Shearing back is another form of deadheading. This is done only with this particular plant material (see attached list). Only enough growth is sheared to remove the flower heads. **No more than 33% - 50% of the plants top growth should be removed.** (SEE DIAGRAM C)

Lobelia
Petunia

c. Medium Maintenance - Plants that need deadheading at least twice a week or as blossoms die. Pinch off faded flowers with your fingers just below the flower head, or pinch off complete stems depending on the particular plant. Be sure to remove the seed pod also. (SEE DIAGRAM B)

Brachycome (Swan River Daisy)
Cosmos
Dianthus
Geraniums
Marigold
Pansies
Rudbeckia
Salvia
Snapdragon
Strawflower
Verbena

5. Fall Plant Removal *(AS APPROVED BY MDOT)*

a. After frost has blackened the tops of the annuals, remove plants roots and all, from the beds and rake smooth.

This specification is for the rest area general grounds, flower bed preparation, planting, and maintenance.

The contractor is responsible for providing the flowers, peat mix and fertilizer as specified by MDOT for the 2005, 2006, 2007 growing seasons.

**** THE FOLLOWING LIST OF DUTIES SHALL ALSO BE POSTED IN THE MAINTENANCE ROOM ****

1. WORK SCHEDULE

The minimum work schedule is outlined in the following paragraphs.

A. Grounds - Daily

1. Pick up paper, cigarette butts and litter including animal droppings.
2. Clean picnic tables, stoves and park benches.
3. Water and maintain flower beds or as needed as described below.
4. Empty trash containers and replace liners. Disinfect barrels if soiled.
5. Clean sidewalks as needed for snow and ice removal. Apply de-icer chemicals **after snow removal is complete.** All walks must be kept free of snow and ice and a minimum width of 4 feet must be maintained at all times. Contractor is responsible for removing any snow left between the parking area (curbside) and the sidewalk. All curb cuts must be kept clear of snow and ice. This will be done as often as needed.
6. Sweep sidewalks when snow is not present. Sweep excess salt from sidewalk after it is clear and dry.
7. Patrol parking lots for debris and dispose of properly. Sweep curb.
8. Clean cigarette snuffers.
9. Wash plastic map and display cases located on the plaza with mild soap and water (inside and outside), do not use harsh chemicals or abrasive materials on plastic windows.

B. Grounds - Weekly

1. Water any new landscape plantings as requested by MDOT administrator.
2. Maintain and weed landscaped beds, flower beds, and wood chipped areas. All described areas to be kept neat and weed free. Keep sidewalks clean and weed free. Weeds must be hand pulled. **NO HERBICIDE WILL BE ALLOWED**.

2. ANNUAL FLOWERS

A. ANNUAL FLOWER BED PREPARATION

1. See landscape sheet for flower bed locations.
2. Before working beds, check the soil to determine if it has dried sufficiently. If moisture drips out when you squeeze a handful of soil or the soil ball holds together tightly and will not break apart easily when struck with your hand, then the bed is too wet to work.
3. Pull all weeds before preparing soil.
4. Add growers mix as specified on the rest area flower planting sheets.
5. Spade or roto-till to a depth of 6 to 9 inches to incorporate the growers mix. Be sure the products are mixed thoroughly with existing soils.
6. After soil and growers mix have been blended, rake area clean of any large stones or roots.
7. a. Where the flower bed is adjacent to turf (SEE DIAGRAM A), mound the soil in the center of the bed to 2-4 inches above existing soil level then taper the soil to the edge of the bed.
   b. When bed has concrete bordering it, keep soil 1" down and 2-3" in back of concrete (SEE DIAGRAM A). This will help to stop the soil from washing out of the bed when it rains or is watered.
   c. When plants are to be grown in a raised planter/bed, mounding of soils as specified in 7a and 7b is not required.

B. PROCEDURES FOR PLANTING ANNUAL FLOWERS

1. Contractor will furnish flower species as specified on flower planting sheet. Species may change annually. Total square footage of flower beds shall remain the same. **MDOT will furnish flower planting sheets to the contractor by February 15th each year of the contract**. It is the contractor=s responsibility to determine a safe planting date based on the geographical location of the rest area and historical weather conditions. **Any dead plants shall be replaced by the contractor at no expense to MDOT.**
2. Just prior to planting, add quantity of fertilizer as specified for flower beds (see rest area flower planting sheet). Rake and blend fertilizer into the top 2" of soil.
3. Space plants according to the spacing chart.
4. Dig hole slightly larger than the root ball, set the plants at the same level at which they were growing in the container. Carefully place firm soil around the roots.
5. Once flowers are planted, they need to be watered thoroughly before leaving the area. Water to a depth of 6 inches to establish a good root system.

C. SPACING OF PLANTS

1. Space the plant type(s) according to the following table:

Alyssum	9" on center
Basil	12" on center
Begonia	7" on center
Brachycome	8" on center
Coleus	8" on center
Cosmos	10" on center
Dahlberg Daisy	6" on center
Dianthus	7" on center
Dusty Miller	8" on center
Flowering Cabbage/Kale	12" on center
Geraniums	12" on center
Impatiens	9" on center
Lobelia	8" on center
Marigold (French)	8" on center
Marigold (American)	10" on center
Pansies	6" on center
Petunias	10" on center
Rudbeckia	10" on center

Salvia	7" on center
Snapdragon	8" on center
Verbena	7" on center
Vinca	7" on center

D. PROCEDURES FOR MAINTAINING ANNUAL FLOWERS

1. Watering

   a. Do not allow soil to dry out.
   b. Water in the morning.
   c. Water thoroughly, with water hose, allowing the water to penetrate down to a depth of 4 to 6 inches to encourage deep root growth. Probe the soil to determine when the water has reached these depths.

2. Weeding

   a. Remove weeds daily.
   b. Remove weeds carefully either by pulling or lightly scratching the surface with a hoe in order to cut weeds off just below the soil level.

3. Removing Faded Flowers

   a. This is known as "deadheading" and is necessary to keep the plants attractive, from going to seed, and to prevent diseases. Because of deadheading the plants will produce more flowers and be tidier. See items 4A, B,C to determine the frequency and maintenance procedure required for each variety.

4. Deadheading According To Variety

   All the plant material we will be growing at the rest area(s) is/are listed below. The plant varieties are broken down into three maintenance levels. Each level explains how to maintain the particular variety throughout the entire season.

   a. Low Maintenance - Faded flowers fall cleanly from the plant and do not need removing.

      Alyssum
      Basil
      Begonias
      Coleus
      Dahlberg daisy
      Dusty Miller
      Flowering cabbage and kale
      Impatiens
      Vinca

   b. Semi-Low Maintenance - Shear back once in mid July. Shearing back is another form of deadheading. This is done only with this particular plant material (see attached list). Only enough growth is sheared to remove the flower heads. **No more than 33% - 50% of the plants top growth should be removed.** (SEE DIAGRAM C)

      Lobelia
      Petunia

c. Medium Maintenance - Plants that need deadheading at least twice a week or as blossoms die. Pinch off faded flowers with your fingers just below the flower head, or pinch off complete stems depending on the particular plant. Be sure to remove the seed pod also. (SEE DIAGRAM B)

Brachycome (Swan River Daisy)
Cosmos
Dianthus
Geraniums
Marigold
Pansies
Rudbeckia
Salvia
Snapdragon
Strawflower
Verbena

5. Fall Plant Removal **(AS APPROVED BY MDOT)**

b. After frost has blackened the tops of the annuals, remove plants roots and all, from the beds and rake smooth.

1.7 MDOT REST AREAS & ROAD SIDE PARKS SPECIFICATIONS FOR TURF WEED CONTROL AND FERTILIZATION OF DESIGNATED STATE FACILITIES

DETAILED PROGRESS SCHEDULE

Work to be performed for a period as specified in the section "Description of Work." The project is to be completed by October 8 each year. Work must be performed in accordance with the progress schedule submitted at the Pre-Maintenance Meeting described below. The first failure to complete work as defined in the progress schedule will result in a Complaint to Vendor and a meeting with the contractor to insure corrective action. The second such failure will result in termination of the contract. The progress schedule must address all work to be completed when multiple contracts are awarded to the same vendor, including work performed as a subcontractor for a local unit of government.

LICENSES

Proof that vendor is a "Licensed Commercial Applicator" in the state of Michigan is required. A complete listing of all certified commercial applicators with corresponding MDA certification numbers and categories for those individuals applying herbicides as part of this contract, will be supplied at the time of the Pre-Maintenance meeting.

SCOPE OF WORK

The proposed work covers a weed control application and fertilizer application at various MDOT rest areas, roadside parks and other state facilities as described in the facility acreage summary. The exact area that will be treated will be discussed at the pre-bid meeting. **There will be a maximum of two weed control and two fertilization applications made per year per rest area/facility and one per roadside park**. **MDOT reserves the right to cancel any one or both applications per year per facility and any portion of an application for either the weed control or fertilization.** Notification will be required four (4) working days prior to work being done to each facility. This is required to be able to shut down each facility until re-entry can be made according to the pesticide labels. This will be discussed at the pre-bid meeting.

DESCRIPTION OF WORK

WEED CONTROL

The work will consist of furnishing and applying a herbicide to control broad-leafed weeds at specified rest areas, roadside parks and other state facilities. It will be the contractor's responsibility to select a herbicide to use, and an application rate which will control all broad-leafed weeds present at each facility at the time of the application. It will be the contractor's responsibility to supply their own water. All herbicides used in the application will be registered for use on turf by the Michigan Department of Agriculture (MDA) and the United States Environmental Protection Agency (EPA). No herbicide will be used which will cause damage to the turf areas. No restricted use herbicides will be used on this contract. Samples of the products used maybe taken at the discretion of the Contract Compliance Inspector. All weed control application locations will be posted by the contractor**.** **Posting sign** design and information will be discussed at the Pre-Maintenance meeting.

(See Fertilization section for the application schedule)

FERTILIZATION

The work will consist of furnishing and applying fertilizer(s) on specified rest area and roadside parks and other state facilities turf areas. It will be the contractor's responsibility to select a fertilizer to use.

The following applications rates will act as a standard and be used for bidding purposes.
Fertilizer will be applied at a rate that will provide the equivalent of one pound of nitrogen per 1,000 sq. ft. and one-half lb. of potassium per 1,000 sq. ft. This will be completed between the **Tuesday after the Memorial Day weekend and June 15 each year of the contract**.

The nitrogen fertilizer will be 30% - 40% slow release in nature and will be in a form that will not increase the pH level of the existing soils. The potassium will be of the sulfate of potash form.

A second application will be applied at a rate that will provide the equivalent of one pound of nitrogen per 1,000 sq. ft. and one-half pound of potassium per 1,000 sq. ft. This will be **completed between September 13th - September 30th each year of the contract**.

The **nitrogen fertilizer for the September 13th- September 30th application** will be 20% slow release in nature and will be of a source that will not increase the pH level of the existing soils. The potassium will be of the sulfate of potash form.

Both the weed control and fertilizer application will be made on the same day at each specified facility when applicable.

WALK AND CURB WEED CONTROL

A non-selective post emergent (soil or foliar applied) herbicide will be applied, only when necessary, to walks and curbs at the specified facilities. This work will be done on the same day as the weed control and fertilization application is being made. Herbicide must be of the type that will not cause damage or injury to adjacent turf, flower and vegetated landscape areas.

MATERIALS

The Contractor will submit with the bid document, information stating the herbicide(s) and fertilizer(s) to be used, trade names, manufacturers, application rate per acre, and quantity of product per acre. The information will be in writing on the contractor's letterhead and attached to the bid document.

EQUIPMENT/PERSONNEL

The Contractor will furnish, operate and maintain suitable and adequate equipment necessary to perform all operations in an approved workmanlike manner without hindrance or damage to the facility. The Contractor will have enough satisfactory equipment and personnel so that the project can be completed in the time specified under normal seasonal weather conditions.

The contractor will be a licensed commercial applicator. All persons applying herbicides will be certified commercial pesticide applicators in the categories as required for this contract in the State of Michigan. Contractor will furnish, at the Pre-Maintenance meeting, proof of an MDA Commercial License and a complete list of all employees and Michigan certification numbers, that will be applying herbicides during the duration of this contract. If there is a change in employees working on this contract, all new employees name(s) and certification number(s) must be given to the Contract Compliance Inspector before the employee(s) can do any work related to this contract. The contractor will comply with all federal, state and local laws and regulations as specified in the 2003 Standard Specifications for Construction, Article 107.

PUBLIC CONVENIENCE AND SAFETY

The Contractor will comply with all federal, state and local laws and regulations governing the furnishing and use of all safeguards, safety devices and protective equipment. It is the contractor's responsibility to take all necessary measures to protect the life and health of its employees on the job and the safety of the public. The Contract Compliance Inspector will also direct the contractor regarding the above matter when deemed necessary.

DAYS/HOURS OF OPERATION

All work will be done between the hours of 9:00 A.M. Monday and 12:00 P.M. Thursday during daylight hours only at the tourist facilities. No weekend or work during holiday periods will be allowed in tourist facilities but may be considered at administrative sites.

DAMAGES

The contractor will at his or her own expense, preserve and protect from injury all property, either public or private, along and adjacent to the roadway, and he or she will be responsible for and repair, at his or her own expense, any and all damage and injury thereto, arising out of or in consequence of any act or omission of the contractor or his or her employees in the performance of the work covered by the contract prior to completion and acceptance thereof.

Damage to the turf or landscape plant material caused by any action of the contractor including, but not limited to, (1) drift, leaching or lateral movement of the herbicide application from the target area or (2) rutting, scraping or gouging from equipment will be repaired or replaced as specified herein.

Turf damage repairs will be made by the contractor in accordance with Sections 816 and 917 of the MDOT 2003 Standard Specifications for Construction and as herein specified. Seeding will only be allowed during the seasonal limitation periods.

All landscape plant material damaged by the contractor will be replaced in kind according to Sections 815 and 917 of the MDOT 2003 Standard Specifications for Construction and as herein specified. Planting may only be done in the spring and prior to May 10. All replacement plants must be maintained during the specified establishment period.

All repairs will be made to the satisfaction of the Contract Compliance Inspector. Payment for work performed maybe withheld until satisfactory repairs are made. If repairs are made by the Department, the actual replacement costs including all labor, equipment, materials, and fringe benefits will be charged to the contractor.

INSURANCE

The Contractor's attention is specifically directed to the 2003 Standard Specifications for Construction, Article 107.10 for Insurance Requirements.

SPECIAL EMERGENCY PROVISIONS

The Department may delete all portions of the contract that cannot be completed in conformity with the progress schedule or a reasonable extension.

If the Contract is terminated, payment will be made for all completed work at the Contract unit price. Unused materials are the property of the Contractor and his or her responsibility.

REPORTING PROGRESS

The contractor will (1) give four days notice to the Contract Compliance Inspector before a facility(s) can be worked on so as to be able to close the facility until all work is completed and re-entry is allowed according to the product label(s) and (2) submit a written report form (see "Weed Control Inspection Report" and "Fertilizer Application Report"). These will be completed for each facility treated. The reports will be sent to the Contract Compliance Inspector at the end of each week during the contract period when applications are being made (see address under "Method of Payment).

DEFAULT

In addition to the cancellation provisions contained in the Standard Terms and Conditions attached, this contract may be terminated due to default. If inspection by the Contract Compliance Inspector or his or her representative reveals that the contractor's work results in a noncompliance with this contract:

The Contractor Compliance Inspector at the time of the first occurrence of a noncompliance will notify the contractor and review the condition. If the condition poses a health or safety hazard or represents a significant deviation from the progress schedule or spraying specifications, the Contract Compliance Inspector will prepare a written Complaint Vendor form. The contractor will be informed in writing of the corrective action required.

Should a second non-acceptable condition occur, subsequent to a previous Complaint to Vendor form being filed, which would warrant a formal Complaint to Vendor, a written notice of termination will be sent to the contractor.

A noncompliance includes but is not limited to:

1. Failure of the contractor to start application work within one (1) week of the notification to start.

2. Failure of the contractor to complete the number of acres per day specified in the progress schedule submitted at the Pre-Maintenance Meeting and approved by the Department.

3. Failure of the contractor to make herbicide applications in accordance with any of the specifications defined above.

The Department reserves the right to bill the contractor for any damages due to the default of the contractor.

SUBCONTRACTING

Subcontracting will be allowed for this operation. It will be the prime contractors responsibility to ensure the Special Provision requirements of this contract are followed.

METHOD OF MEASUREMENT AND BASIS FOR PAYMENT

The amount of chemical weed spraying will be measured by facility per application as specified in this proposal with the bid price per facility modified according to the degree of control (kill) achieved. A 90 percent or higher kill of each of the weed species present at the time of application will be considered a 100 percent achievement and 100 percent of the bid price per acre will be paid for the units completed. An 80 percent payment will be made if it is determined that between 70 and 90 percent of the species of each of the weed species present are killed.

A kill of less than 70 percent of each of the broadleaf weed species present at the facility at the time of application will be considered as 0 percent achieved and no payment will be made.

The degree of control (kill) will be determined by examining randomly selected plots 12-14 days following the completion of work at each facility. The plots will be 10 feet in length and the width of (10'). There will be a minimum of four and a maximum of eight plots at each facility. The percent kill at a facility will be determined by averaging all of the plots taken at that facility.

A separate percentage kill will be calculated for each facility listed on the "Facility Acreage Summary" and accordingly a separate achievement percentage will be determined and applied to each facility.

The Contract Compliance Inspector will notify the Contractor of the dates and times of the inspections and the Contractor may accompany the Contract Compliance Inspector while inspections are being made. If the Contractor does not agree with the percentage kill determined by the Contract Compliance Inspector, the Contractor can request an inspection by a mutually agreed upon disinterested third party. A joint inspection including the Contract Compliance Inspector, the Contractor, and the third party will be scheduled. All expert fees and expenses charged by the third party will be agreed to before the inspection and will be shared equally by the Contractor and the Michigan Department of Transportation.

When it is determined that the payment for a facility is less than 100%, the Contract Compliance Inspector may offer the Contractor the option of retreating the facility to improve the achievement percentage, if in the opinion of the Contract Compliance Inspector, the re-treatment will accomplish the original goals and intent of the contract. The sections retreated will be inspected in the same manner as the initial treatment using a new set of randomly selected plots. Re-treatment of the fall application may require examining the randomly selected plot in the following spring to determine percent of control.

If re-treatment is granted by the Contract Compliance Inspector <u>all</u> designated areas must be scheduled to be retreated as specified by the Contract Compliance Inspector. If re-treatment is not completed by the specified date, payment will be made based on the degree of control determined during the original inspection.

When work is completed and the achievement percentage agreed upon, the amount of the payment will be determined by multiplying the unit price bid times the achievement percentage for each application per facility completed. The acres listed on the "Weed Spraying Summary" will be accepted as the quantities used unless there has been an exclusion written by the Contract Compliance Inspector.

The areas in the proposal will be the accepted quantities for this contract and any excluded acreage will be calculated by the Contract Compliance Inspector using the same methods that were used when the original acreages were calculated.

Weed control and fertilization of rest areas, roadside parks and other state facilities will be bid on the basis of dollars per application type per acre.

ITEM	UNIT
Weed Control	EACH
Fertilization	EACH

METHOD OF PAYMENT

The contractor will furnish an invoice, in duplicate, for services rendered for each application for labor and equipment as identified for each county locations.

The billing will reference the appropriate contract number and will contain, if applicable, adjustments for additions, deletions, or changes in service. MDOT will pay the billed amount in accordance with the bid rate and the payment terms specified in the purchase order. These are net 30 days after the later of the invoice date or the date the Contract Compliance Inspector certifies the invoice indicative of satisfactory completion of each application of the entire contract area.

Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

The Invitation to Bid (ITB) is for **four (4) Contracts** for **Janitorial Service and Grounds Maintenance for the State of Michigan and MDOT for Allegan, Berrien, Calhoun, and Kalamazoo Counties** (refer to Attachment A for specific locations). Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form. Bids are due and will be publicly identified at the time noted on the Invitation To Bid (ITB) Form.

Indicated on the Invitation To Bid cover page is the "ship to" address for the participating agency. However, if the Contractor and the State agree, additional State agencies may participate should the need develop.

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 Transportation, hereinafter known as MDOT. Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

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

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

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

Department of Management and Budget
Acquisition Services
Attn: Laura Hischke
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 241-0684
HischkeL@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 thirty (30) months or 2 ½ years and will commence with the issuance of a Contract. This will be approximately October 1, 2005 through March 1, 2008.

Option. The State reserves the right to exercise two one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

Extension. At the sole option of the State, the contract may also be extended. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

Written notice will be provided to the Contractor within thirty (30) days provided that the State gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) 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 (CWHSAA) 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.

Acquisition Services has given the State Departments approval to make payments for commodities and services purchased from this contract through Direct Voucher. For this reason, the Contractor may be asked to reference the Blanket Purchase Order/Contract number rather than a Purchase Order Number when invoicing 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 RESERVED

2.104 RESERVED

2.105 PERFORMANCE AND RELIABILTIY EVALUATION (PARE) - RESERVED

2.106 PREVAILING WAGE - RESERVED

2.107 PAYROLL AND BASIC RECORDS

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

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

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

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

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

2.108 COMPETITION IN SUB-CONTRACTING

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

2.109 CALL CENTER DISCLOSURE

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

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

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 ITB. 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

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

2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered)

a. *Contractor request for performance-based payment*. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contract Administrator. Unless otherwise authorized by the Contract Administrator, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled.

b. *Approval and payment of requests*.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contract Administrator shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contract Administrator may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion, which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Quick Payment clause (1.402) of this contract.

(3) The approval by the Contract Administrator of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State contractors. Vendor is required 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 not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

Indemnification Procedures

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

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

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law.

Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor' s information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY

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

2.307 CONTRACT DISTRIBUTION

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

2.308 FORM, FUNCTION, AND UTILITY

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

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 PURCHASING FROM OTHER STATE AGENCIES - RESERVED

2.311 TRANSITION ASSISTANCE

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

The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.

2.312 RESERVED

2.313 RESERVED

2.314 WEBSITE INCORPORATION

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

2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services**.

Contract Compliance Inspector: Lew Fudge, Southwest Region Maintenance Division
Michigan Department of Transportation (MDOT)
1501 East Kilgore Rd.
Kalamazoo, Michigan
Contact Telephone: (269) 337-3928
fudgel@michigan.gov

2.402 PERFORMANCE REVIEWS

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

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

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

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

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

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

2.502 QUALITY ASSURANCE - RESERVED

2.503 INSPECTION - RESERVED

2.504 GENERAL WARRANTIES - RESERVED

2.505 CONTRACTOR WARRANTIES - RESERVED

2.506 STAFF

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

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

2.507 RESERVED

2.508 EQUIPMENT WARRANTY - RESERVED

2.509 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

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

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

A. Rights and Obligations Upon Termination

(1) If this Contract is terminated by the State for any reason, Contractor shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) in the event that the Contractor maintains title in equipment and software that is intended to be transferred to the State at the termination of the Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables and other Developed Materials intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract

(which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(2) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for partially completed Deliverables, on a percentage of completion basis. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(3.) If any such termination by the State is for cause, the State shall have the right to set-off against any amounts due Contractor the amount of any damages for which Contractor is liable to the State under this Contract or pursuant to law or equity.

(4.) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Services under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

B. Termination Assistance

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

C. Reservation of Rights

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

D. End of Contract Transition

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

(1) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by the Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors.

(2) Knowledgeable Personnel. Contractor will make available to the State or a Third Party Provider knowledgeable personnel familiar with the operational processes and procedures used to deliver products and services to the State. The Contractor personnel will work with the State or third party to help develop a mutually agreeable transition plan, work to transition the process of ordering, shipping and invoicing equipment and services to the State.

(3) Information - The Contractor agrees to provide reasonable detailed specifications for all Services needed by the State, or specified third party, to properly provide the services required under the Contract. The Contractor will also provide any licenses required to perform the Services under the Contract.

(4) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services under the Contract. This shall include any documentation being used by the Contractor to perform the Services under the Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of the Contract, transfer back to the State at their current revision level.

(5) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after Contract expiration that result from transition operations). The hourly rates or fixed price to be charged will be agreed upon prior to the work commencing.

(6) Single Point of Contact. Contractor will maintain a Single Point of Contact (SPOC) for the State after termination of the Contract until all product and service obligations have expired.

E. Transition out of this Contract

(1) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the Contractor agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

(i) Cooperating with any contractors, vendors, or other entities with whom the State contracts to meet its telecommunication needs, for at least two hundred and seventy (270) days after the termination of this Contract;
(ii) Reserved.
(iii) Providing the State with all asset management data generated from the inception of this Contract through the date on which this Contract is terminated, in a comma-deliminated 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

A. The State and the Contractor hereby agree to the specific standards set forth in this Contract. It is agreed between the Contractor and the State that the actual damages to the State as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The State and the Contractor therefore agree that liquidated damages as set out herein shall be a reasonable approximation of the damages that shall be suffered by the State as a result thereof. Accordingly, in the event of such damages, at the written direction of the State, the Contractor shall pay the State the indicated amount as liquidated damages, and not as a penalty. Amounts due the State as liquidated damages, if not paid by the Contractor within fifteen (15) days of notification of assessment, may be deducted by the State from any money payable to the Contractor pursuant to this Contract. The State will notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the State deducts such sums from money payable to the Contractor. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights.

B. The Contractor shall not be liable for liquidated damages when, in the opinion of the State, incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor.

2.704 STOP WORK

1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either:

a) Cancel the stop work order; or
b) Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.

2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Contract shall be modified, in writing, accordingly, if:

a) The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and
b) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.

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

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

2.705 SUSPENSION OF WORK

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

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

A claim under this clause shall not be allowed:

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

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

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

2.802 TIME EXTENTIONS

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

2.803 MODIFICATION

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

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

2.804 AUDIT AND RECORDS UPON MODIFICATION

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

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

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

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

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

2.805 CHANGES

(a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In the Government-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(b) 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.

(c) 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.

2.806 WORKPLACE SAFETY

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

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

2.807 WORKPLACE DISCRIMINATION

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

Vendor hereby represents that in performing this contract it will not violate The Civil Rights Act of 1964, USCS Chapter 42, including, but not limited to, Title VII, 42 USCS §§ 2000e et seq.; the Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.; or 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.; or the Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

2.808 LABOR RELATIONS

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

2.809 LIABILITY INSURANCE

A. Insurance

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

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See www.michigan.gov/cis

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Acquisition Services, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked **below**:

☑ 1. Commercial General Liability with the following minimum coverage:

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

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

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

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ 4. Employers liability insurance with the following minimum limits:

$100,000	each accident
$100,000	each employee by disease
$500,000	aggregate disease

B. Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

C. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

2.810 COMPLETION OF ARTICLE 3 – CERTIFICATIONS AND REPRESENTATIONS
Completion of Article 3, Certifications and Representations has been included with Hi-Tec's proposal.

COMPANY INFORMATION/CAPABILITIES

Company Information

Company Name and Address:	Hi-Tec Building Services, Inc. 6578 Roger Drive Jenison, Michigan 49428 (616) 662-1623 (phone) /(616) 662-2166 (fax)
Company Contact:	Brian Hogan (616) 437-3234 Ronald Lemmon (616) 293-0102
Legal Entity:	Corporation
State of Incorporation:	Michigan
Licensing:	Qualified to do business in Michigan and Ohio
Organization Memberships:	Building Service Hi-Tec Building Services, Inc.s Association International (BSCAI) International Facilities Management Association (IFMA) Builder's Exchange

Hi-Tec Building Services has been in business for over 14 years providing housekeeping and maintenance services to the State of Michigan and other commercial businesses. We focus on providing a clean, healthy, and aesthetic environment in all the facilities in which we provide service. We are a team of dedicated professionals committed to providing the highest level of quality building services.

Hi-Tec's janitorial cleaning system has been in place for over 14 years and is customizable by facility type. Our proposal for the Michigan Department of Transportation, Dewitt and Woodbury Rest Areas reflects our ability to customize our cleaning systems and provide quality service.

The key components that ensure our ability to handle a building the size of the Michigan Department of Transportation, Dewitt and Woodbury Rest Areas are as follows:

Employment Base

- Hi-Tec Building Services presently has 325 employees located in over 75 sites around the state of Michigan from Sault St. Marie, Detroit, Grand Rapids, Lansing, and 18 other cities in Michigan.

- This widely disbursed employment base allows Hi-Tec to provide back-up support to the Michigan Department of Transportation, Dewitt and Woodbury Rest Areas on any daily service that is required.

Experience

- Hi-Tec has over 125 employees dedicated to servicing the State of Michigan alone in various facilities including:

    - The Department of Natural Resources
    - Department of Transportation
    - Department of Veterans Affairs
    - Secretary of State
    - Family Independence Agency

The company has significant experience with buildings of similar size and scope of services.

Service and Supervisory Locations

- Hi-Tec has its corporate office in a suburb of Grand Rapids, however it has the following service centers around the State of Michigan (a site location map is attached but is not a part of our electronic submission.)

Field Supervision Offices	On-Site Supervision Offices
- Lansing	- Muskegon
- Flint	- Pontiac
- Kalamazoo	- Jackson
- Cadillac	- Sault St. Marie
- Clare	- Petoskey/Gaylord
- Monroe	- Harrison

Management Experience

- The site supervisor who will be assigned to manage the day-to-day activities has extensive experience managing rest areas across the state of Michigan of similar size and scope.
- The site facilitator who will be assigned to the facility has extensive experience in the industry including experience managing multiple facilities in excess of 250,000 square feet.
- The operations vice-president assigned to manage the overall compliance with the contract specifications has 10 years experience in working with the State of Michigan on various contracts for janitorial services.

Human Resource Department/Training/Trained Back-up Pool

- Hi-Tec has a full-time Human Resources Department responsible for staffing and training on various issues including:
  - Manages trained back-up pool of employees
  - Handling employee benefit packages
  - Screening applicants for hire
  - Hazard Communication training program
  - Personal Protective Equipment training program
  - Blood Born Pathogen training program
  - MSDS sheet updates
  - Workers compensation issues
  - Employee injuries
  - Payroll issues
  - LEIN security checks
  - Training oversight
  - Theft investigation follow-through

Floor Care Specialization

- Hi-Tec has a dedicated floor care staff and a floor care manager with multiple certifications and over 10 years experience in various forms of floor coverings allowing us to assure quality floor surfaces:
  - Carpets
  - Vinyl tile
  - Ceramic tile
  - Specialty surfaces

4.302 PRIOR EXPERIENCE

Hi-Tec Building Services has fourteen (14) years experience in different facets of janitorial services. We pride ourselves on developing solid cleaning programs. Every cleaning contract is different. We believe the foundation of our success is built upon dedicated employees, reliable cleaning chemicals and tools, solid policies, frequent control visits, constant re-training of staff, and state-of-the-art communication systems.

Information requested includes:

2. Number of years in business Fourteen (14) years

3. Number of years providing janitorial services: Fourteen (14) years

4. Building certifications:
Johnson carpet care certified
Johnson wax hard floor care certified
Advance equipment certified
Disaster restoration clean-up certified
OSHA & MIOSHA certified
Michigan employee law certified
Express Time payroll management certified
Employee and labor relations consultant

5. Specific References four (4):

References

1. **Dewitt Rest Area**
   Southbound US-127
   Clinton County
   - Contact Person: Bob Batt
   - Telephone Number: (517) 750-0410
   - Facility Description: 1,000 square foot facility
   - Annual Contract: $47,179.12
   - Start of Contract: March 20, 2000
   - Description of Services: Maintain all janitorial and lawn care services

2. **Dodge Road Rest Area**
   10380 I-75
   Clio, MI 48420
   - Contact Person: Chris Carpenter
   - Telephone Number: (810) 653-7470
   - Facility Description: 1,000 square foot facility
   - Annual Contract: $60,816.00
   - Start of Contract: March 3, 2002
   - Description of Services: Maintain all daily janitorial and lawn care services

3. **D Ave Rest Area**
   6621 North US 131
   Kalamazoo, MI 49007
   - Contact Person: Lew Fudge
   - Telephone Number: (269) 337-3928
   - Facility Description: 1,000 square foot facility
   - Annual Contract: $47,130.72
   - Start of Contract: December 1, 2003
   - Description of Services: Maintain all daily janitorial and lawn care services

4. **Cadillac Rest Area**
   Northbound US 131
   Wexford County
   - Contact Person: David Widrig
   - Telephone Number: (231) 775-3487
   - Facility Description: 1,000 square foot facility
   - Annual Contract: $61,720.00
   - Start of Contract: June 16, 2002
   - Description of Services: Maintain all daily janitorial and lawn care services

Specific Experience

Our supervisory and management staff experience with buildings of similar size or larger and below we have outlined three specific sites that reflect a sample of our relevant experience with similar buildings.

Our experience relevant to this bid include:

Specific Experience

Michigan Department of Transportation

- 1,000 square foot building
- Start date June 16, 2002 – to present
- Department of Transportation rest area
- State of Michigan operated with similar scope of services and quality expectations and goals

Michigan Department of Transportation

- 1,000 square foot building
- Start date March 20, 2000 – to present
- Department of Transportation rest area
- State of Michigan operated with similar scope of services and quality expectations and goals

Michigan Department of Transportation

- 1,000 square foot building
- Start date December 1, 2003 – to present
- Department of Transportation rest area
- State of Michigan operated with similar scope of services and quality expectations and goals

WORK PLAN (STAFFING AND SUB-CONTRACTORS)

HI-TEC BUILDING SERVICES, INC. WORK PLAN (STAFFING AND SUB-CONTRACTORS) OVERVIEW

Hi-Tec overview of their system of management designed for the **Michigan Department of Transportation**, **Southwest Region Rest Areas** follows:

- Site Supervisor– Tammy Garber – has experience in management within the industry managing multiple sites across Michigan.
    - Responsible for coordination of all housekeeping staff
    - Responsible for overall quality assurance of housekeeping services
    - Training staff members
    - Supply Inventory
    - Responsible for weekly quality assurance walk-thrus in the facility to assure quality housekeeping services are provided.

- Site Facilitator - 1 day every week at facility – Ryan Rinvelt.
  Extensive experience in managing multiple rest areas

  - Active at the facility throughout the week
  - Responsible to assure ultimate cleanliness of the facility
  - Responsible to coordinate special needs of the facility Responsible to assure compliance with contract specifications

- Human Resource/Training/ Back-up trained labor pool, and OSHA Manager – based in Grand Rapids – Heather Starrett.
  Over 5 years experience in human resource management, OSHA and MI-OSHA policy issues, and training on related issues.

  - Work comp issues
  - Employee disciplinary actions
  - Unemployment issues
  - Express Time time recording program
  - Hazard Communication training
  - Personal Protection Equipment training
  - Blood Born Pathogen training

- Vice-President – Operations – Brian Hogan.
  Over 10 years experience in multiple facilities management

  - Overall responsibility for compliance with contract provisions
  - Responsible for periodic site visits to assure quality

Other issues requesting response:

Number of employees: 3 at each rest area, 1 for Fred Jonas Roadside
*Double Coverage on Holidays

Proposed Man-hours at Coloma, Plainwell, Galesburg, Glenn, Marshall, Watervliet:

		Daily	Annual
Cleaning staff:	Winter	10	1,810
	Summer & Holidays*	12	2,328

Proposed Man-hours at Battle Creek:

		Daily	Annual
Cleaning staff:	Year Round*	14	5,250

Proposed Man-hours at Saugatuck:

		Daily	Annual
Cleaning staff:	Year Round*	12	4,500

Fred Jonas Roadside Park	**420**
Additional Hours for each site:	
Site Supervisor	52
Management off-site, periodic visits	12

(Site Facilitator/Vice-President Operations) 12

2. Starting hourly wage per employee:

Starting wage cleaners:	$7.25	Inclusive of employment benefits, but not employment taxes

3. Hourly wage per supervisor

Starting wage site supervisor:	$8.50	Inclusive of employment benefits, but not employment taxes

4. Incentive plans

1. Perfect attendance bonus - paid quarterly to cleaning staff, site supervisor, and day person. One day equivalent pay for each month of perfect attendance.
2. Supervisor bonus – paid quarterly and is based on quality reviews and attendance.
3. Profit sharing plan – company contribution for all employees
4. 401K plan – savings plan for employee contributions

5. Resumes for the following staff members who will be servicing the Michigan Department of Transportation, Southwest Region Rest Areas follow on the next four pages:

TAMMY GARBER
6578 ROGER DRIVE
JENISON, MI 49428
(616) 662-1623

CURRENT POSITION: Regional Manager – Hi-Tec Building Services, Inc.

SUMMARY OF FACILITIES MANAGEMENT EXPERIENCE: Manage 50 employees, hiring, scheduling, payroll calculation and budget, maintenance, working with the account personnel to oversee facilities in Southwestern Michigan

SPECIALIZATION: Supervision and Management for 9 years

WORK HISTORY:

Company: Hi-Tec Building Services, Inc.
Title: Regional Manager
Dates: 1996 – Present

Supervise and manage 30 accounts throughout Southwestern Michigan. Responsible for follow-up training, hiring, scheduling, and quality assurance program.

Company: West Michigan Janitorial
Title: Building Supervisor
Dates: 1993-1996

Responsible for 5 person crew. Training all new employees.

Company: LDI Plastics, Inc.
Title: Lead Line Assembler
Dates: 1987-1993

Operated injection mold machine. Float employee if needed. Experience at operating 4 different machines.

EDUCATION:

SCHOOL NAME (S): Wyoming High School
LOCATION OF SCHOOL: Wyoming Michigan
SUBJECT (S) STUDIED: GENERAL
DEGREES (S): GRADUATE

RYAN P. RINVELT
6578 ROGER DRIVE
JENISON, MI 49428
(616) 662-1623

CURRENT POSITION: Account Manager

SUMMARY OF FACILITIES MANAGEMENT EXPERIENCE: Supervision, Proposals, cost analysis, develop financing, customer needs, cost cutting, managed team, Research and coordination of product & equipment.

SPECIALIZATION: Account management

WORK HISTORY:

Company: Libra Industries/Regional Sales
Title: Account Manager-Western Michigan Territory
Dates: August 2000 – November 2001
Responsibilities: Advice clients, support customers, new accounts

Company: The W.S. Reed Company/Riso Digital Printing Department
Title: Regional Major Account Representative
Dates: May 1999 – August 2000
Responsibilities: Customer accounts, product shows, proposals, develop financing options

Company: Meijer Inc/ Facilities Management Department
Title: Manager of Facilities Operations and Office security
Dates: 1996 – May 1999
Responsibilities: Supervision, budget, purchasing, cost cutting, plan and train employees

EDUCATION

School Name(s): Ferris State University
Subject(s) Studied: Management-Business
Degree(s): Certificate in Facilities Management December 1998

HEATHER STARRETT
6578 ROGER DRIVE
JENISON, MI 49428
(616) 662-1623

CURRENT POSITION: Human Resources Manager – Hi-Tec Building Services, Inc.

SUMMARY OF FACILITIES MANAGEMENT EXPERIENCE: 3 years of management experience, providing Administration, Human Resources, and Communication. 3 years direct experience in Facilities Management and Janitorial Services.

SPECIALIZATION: Enhances staff performance and administration of employees.

WORK HISTORY:

Company: Hi-Tec Building Services, Inc.
Title: Human Resources Manager
Dates: 1999 – Present

Responsibilities: Implement training programs. Oversee the daily supervision of account managers and employees. Manage Human Resources and all training and compliance. Workers compensation and unemployment benefits.

Company: Grand Craft Corporation
Title: Office Manager
Dates: 1998-1999

Responsibilities: Accounts payable and receivable, payroll, administrative services and human resources assistant

Company: Tiara Yachts, Inc.
Title: Human Resources Assistant
Dates: 1997 - 1998

Responsibilities: Administrative duties, applicant notification letters, compliance policies and switchboard fill in.

EDUCATION

Davenport University
Continuing Education

BRIAN HOGAN
6578 ROGER DRIVE
JENISON, MI 49428
(616) 662-1623

CURRENT POSITION: Vice President of Operations – Hi-Tec Building Services, Inc.

SUMMARY OF FACILITIES MANAGEMENT EXPERIENCE: 8 years as Direct Facilities Operations Manager and 4 years janitorial product supply experience, responsible for overseeing operations of company, maintaining present account base and developing business relationships.

SPECIALIZATION: Customer Relationship, Training, Floor Care, Development and Maintenance, employee scheduling and training.

WORK HISTORY:

Company: Hi-Tec Building Services, Inc.
Title: Vice President of Operations
Dates: 1993 – Present

Responsible for overseeing operations of company. Maintaining present account base and growing new business and relationships.

Company: Chocola Cleaning Materials
Title: Sales Manager
Dates: 1991 – 1993

Responsible for daily sale of Johnson Wax, Rubbermaid, 3M, Advance, Windsor Equipment, etc.

Company: Den Ketelaar Plumbing
Title: Construction Supervisor
Dates: 1988 – 1993

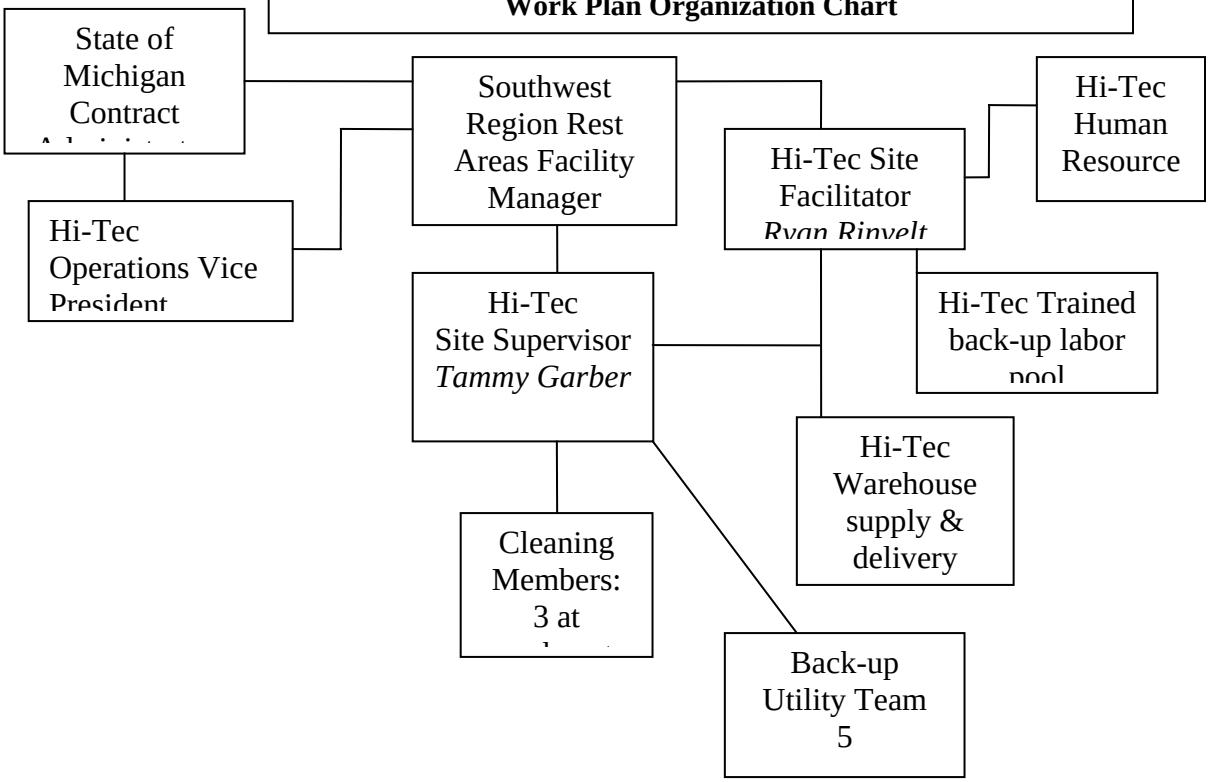
Responsible for performing undergrounds, rough-ins and finish work on new construction homes.

Company: Gordon Food Service
Title: Assistant Supervisor
Dates: 1984 – 1988

Responsible for orders.

EDUCATION: Davenport University, Grand Rapids, MI
B.A. in Sales and Marketing, Business Management

Hi-Tec Building Services, Inc.
Michigan Department of Transportation, Southwest Region Rest Areas
ITB No. 071I5200199
Work Plan Organization Chart



TECHNICAL WORK PLAN

Michigan Department of Transportation, Southwest Region Rest Areas

We have included with this section an organization chart which precedes this narrative. The organization chart shows the reporting relationships and the support systems in place for the Michigan Department of Transportation, Southwest Region Rest Areas.

We will use a team cleaning system using a team of three cleaners led by a site supervisor at each rest area.

Our work plan includes the following personnel at each rest area:

3 Cleaners

1 Asst. site supervisor who is available for back-up when attendant does not show up

1 Site supervisor on-site once every week

1 Site facilitator on-site once every month

1 Operations vice-president once every month

Internal Building Communication

Our cleaning team will be equipped with a pager and phone to allow immediate communication with the site supervisor.

Supervision

We have assigned a very experienced facilities supervisor to the Michigan Department of Transportation, Southwest Region Rest Areas. The main responsibility in addition to a variety of smaller responsibilities is to do twice weekly assurance checks of every area of the Michigan Department of Transportation, Southwest Region Rest Areas during the time our cleaners are near the end of their evening service time.

An immediate quality review and sign-off allows the supervisor to immediately gauge the work performance of the cleaning team and if necessary then require additional cleaning time and retraining of staff if problems in quality are found. Re-training of cleaning staff is driven by the findings of the site supervisor in their quality assurance reviews.

Team-based cleaning approach

We will use a team based cleaning system led by a site supervisor. The site supervisor (Tammy Garber) in conjunction with a schedule established by the Hi-Tec building site facilitator will be assigned specific tasks to complete each day in the facility. The actual tasks assigned daily will include daily required services plus any periodic weekly or monthly services.

Utility Team

Hi-Tec Building Services has a utility team of cleaners which will be assigned to the Michigan Department of Transportation, Southwest Region Rest Areas. This utility team led by a separate supervisor will be utilized to handle any special cleaning needs of the facility and periodic services which cannot be accommodated by the permanent on-site cleaning staff and they will provide back-up support to fill-in when cleaners are absent due to illness.

Off-site Support

Off-site support includes a staffed maintenance department for immediate repair of equipment that may need repair as well as back-up equipment for immediate replacement of broken equipment.

Our warehouse division makes deliveries of supplies statewide and a regular schedule of delivery of cleaning products, tools, and cleaning supplies will be made to the facility by our warehouse delivery staff.

Our Human Resource Department facilitates both hiring and personnel management with the site supervisor and maintains a pool of trained cleaners for back-up support in the facility should the utility team not be able to accomplish all that may be required of them as the primary back-up for cleaner absences.

Off-site Management

We have assigned a site facilitator (Ryan Rinvelt) to the facility that is the primary contact of the supervisor. This individual, who works out of our corporate office, will be the primary contact to the Facilities Manager for problems that may not get resolved as needed in a timely manner. He is available for same day visits to the facility as needed to resolve outstanding issues.

We have assigned a floor care manager to the Michigan Department of Transportation, Southwest Region Rest Areas is responsible for the care of all floor surfaces in the facility.

We have also assigned our operations vice-president who is the primary contact with the contract administrator and who is available also for same day visits to the facility as need to resolve outstanding issues.

We have outlined below the work plan, which includes the time dedicated to the site and their respective responsibilities.

Please refer to the work plan pull-out at the end of this section for a visual view of our work plan, not included in out electronic submission.

Technical Work Plan

Please refer to the work plan pull-out in the ITB or a visual view of our work plan, **not included in our electronic submission.**

There are there major components of our work plan:

1. Daily cleaning will be handled by the cleaner on duty with the instruction from a site supervisor at each facility.
2. Weekly services required under the contract (as scheduled in the attached scope of services) will be scheduled on different days of the week and will be worked into the standard schedule for the three cleaners.
3. Floor care will be handled by our floor care manager and his staff at the scheduled frequencies as outlined in the scope of services and the contract for services.

Periodic Services:

4. We will seek approval for all periodic services in advance of our schedule. We have attached a sample approval form which will be used by our site facilitator when meeting with the building facilities administrator for Michigan Department of Transportation, Southwest Region Rest Areas. We will submit the form for approval of the periodic services before services are performed, and we will also have the form signed when the work is completed in order to assure satisfactory quality of the periodic service.

Hi-Tec
Building Services

6578 Roger Drive Suite B
Jenison, Michigan 49428
P 616.662.1623
F 616.662.2166

Michigan Department of Transportation
Southwest Region Rest Areas
Periodic Services Schedule and Approval Form
First Year Schedule

SAMPLE

Month:	

Periodic Services:

Periodic Service		**Scheduled**	**Initial Approval**	**Initial** **Completed Satisfactorily**
Spring/Fall Clean-Up	Semi-Annual	April November		

SUBCONTRACTORS

Hi-Tec will utilize the following subcontract for the grounds/lawn maintenance and spring and fall clean-up.

E. Niewoonder & Sons, Inc.
2319 North Drake Road
Kalamazoo, MI 49006
Contact: Mark Niewoonder (269) 382-0243

Mark Niewoonder has been the owner/operator of E. Niewoonder & Sons, Inc. for 20 years. They currently have 16 full-time seasonal employees to handle lawn maintenance. E. Niewoonder & Sons, Inc. Lawn Care currently has approx. 75 sites that they current provide lawn maintenance to. All of their equipment is from the Toro and X Mark line of equipment.

4. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION

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

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

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

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

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

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

a. Damage Reports. In all instances where State property or equipment is damaged, the Contractor shall submit to the Contract Administrator a full report of the facts and extent of such damage--verbally within on hour, and in writing within 24 hours of the occurrence.

b. Accident Reports. The Contractor shall comply with State of Michigan, OSHA and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The Contractor shall provide a verbal report to the Contract Administrator within one hour of occurrence and a written follow-up report to the Contract Administrator within 24 hours of occurrence.

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

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

Damage Reports

In all instances where State property or equipment is damaged, the Contractor will submit to the Contract Administrator a full report of the facts and extent of damage (verbally within one hour, and in writing within 24 hours of the occurrence).

Accident Reports

The Contractor will comply with State of Michigan, OSHA, MIOSHA, and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The Contractor will provide a verbal report to the Contract Administrator within one hour of occurrence and a written follow-up report to the Contract Administrator within 24 hours of occurrence.

Chemical Spills

The Contractor will contact the Contract Administrator immediately to address incidental and emergency spills of any chemicals brought on-site.

Hazard Communication Plan

General Requirements
To comply with applicable OSHA standards, the following written Hazard Communication Plan is to be implemented for personnel of Hi-Tec Building Services.

The originals will be kept on file by the Safety Administrator at the Hi-Tec Building Services.

This plan will be used by all personnel. The Safety Administrator will be responsible for ensuring that the plan is current and enforced.

A copy of this plan must be available to employees on hiring, and a copy will be supplied to any employees on request. The Safety Administrator will be contacted when a copy of the plan is needed.

The plan will be updated when new chemicals or hazards are introduced into the working environment and will be reviewed semi-annually. A new chemical will not be used until its MSDS has been obtained.

Purchases
The purchasing department will check all new chemical purchase requests and verify that a statement requesting an MSDS appears on each purchase request before it is processed. All new MSDSs will be delivered to all work sites with the delivery of the product. As required by the Michigan Right to Know Law, an MSDS posting of new products will be posted throughout the work site next to MSDS location posters.

Container Labeling
The site supervisor will be responsible for monitoring all containers of hazardous chemicals entering the workplace. He or she will ensure that the chemical containers are properly labeled with:

- Chemical name
- Hazard warning
- Name and address of manufacturer, importer, or responsible party

No chemical will be used until it has been checked by the Site Supervisor.

If chemicals are to be transferred to a separate container, the Site Supervisor will ensure that the new container is properly labeled and that all secondary containers are labeled. Secondary labels can be an extra copy of the manufacturer's label or a generic label. All secondary labels must list Chemical Identity, Hazard Warning, and Manufacturer.

For help with labeling, contact the Safety Administrator.

The Safety Administrator will review the labeling system annually and update it as required.

The Safety Administrator will ensure that pipes are labeled properly.
The Safety Administrator will also inform employees of the hazards associated with the chemicals contained in pipes within the work area.

Material Safety Data Sheets (MSDSs)
Any product having a hazardous warning on its label requires a MSDS.

The MSDS provides 1) chemical information, 2) hazardous ingredients, 3) physical data, such as the potential for fire, explosion, and reactivity, 4) health hazards, 5) spill or leak procedures, 6) special protection and precautions, 7) personal protective equipment needed, and 8) name, address, and phone of MSDS preparer or distributor.

The Safety Administrator will be responsible for obtaining and maintaining the MSDS system for this company.

The Safety Administrator will review incoming data sheets for new and significant health and safety information.

This procedure will be followed when an MSDS is not received at the initial shipment: The purchasing department will contact the supplier, in writing, to request the MSDS. If an MSDS is not received after two such requests, the purchasing department shall contact the MIOSHA's Occupational Health Division (OHD) at (517) 322-1608, or General Industry Safety Division (GISD) at (517) 322-1831, for assistance in obtaining the MSDS.

Copies of MSDSs for all hazardous chemicals to which employees are or may be exposed will be kept by the Safety Administrator at the Hi-Tec Building Services office.

The MSDS system includes the following requirements:

- A current master inventory list of all MSDSs will be maintained. The list will be indexed by alphabetically by the product name.
- The chemical name or identity used on each MSDS will be the same as that used on the container label.
- The chemical and common name of all ingredients determined to present a hazard will appear on all MSDSs.
- When revised MSDSs are received, the following procedures will be used to replace old MSDSs:

    - All revised MSDSs will be delivered to each work site by the field supervisor. At this time, as required by the Michigan Right to Know Law, a revised MSDS posting will be posted throughout the work site next to the MSDS location posters.

    - MSDSs will be readily available to all employees during each work shift using the following procedures:

        - Maintained in the main janitor's closet at each work site.
        - If an MSDS is not readily available, contact the Safety Administrator.

HOW TO UNDERSTAND AND READ AN MSDS

The Material Safety Data Sheet (MSDS) is the primary document in hazard communication. OSHA standards require manufacturers and importers to provide an MSDS with each of the chemicals they ship. OSHA standards also require employers to have an MSDS for each hazardous chemical they use.

The importance of the MSDS can't be overstated. This form contains all known hazard and protection information on a hazard chemical. The MSDS is a guide to safety.

OSHA has developed a sample MSDS form that many companies are using. Although the agency does not insist that everyone use OSHA's form, OSHA does expect all MSDSs to include the same basic information.

An MSDS should include information on the topics outlined below.

Section I – Identity
This section tells you the name of the chemical as it appears on the container label. The only time identity information is not provided is when the chemical name is a trade secret. Even in that situation, the MSDS must provide full hazard protection data.

The identity section also lists the name, address, and telephone number of the company that make the chemical. An employer may contact the manufacturer for additional information.

Section II – Hazardous Ingredients/Identity Information
This section lists the hazardous parts of the chemical. The chemical is identified by its common and scientific names in this section. If it's a compound with more than one hazardous ingredient, the principal ingredients are listed here – usually by percentage.

This section also lists the exposure limits set by OSHA and other organizations. Both OSHA's Permissible Exposure Limit (PEL) and the Threshold Limit Value (TLV) set by the American Conference of Governmental Industrial Hygienists (ACGIH) are listed. These limits specify the maximum amount of exposure to the substance a worker can have based on and eight-hour workday. The OSHA limit is a legal one; ACGIH's limit is the stricter one and is only a recommendation. Both limits are usually given in parts per million (ppm) or milligrams per cubic meter (mg/m^3).

Section II may also give a ceiling, or top exposure limit, which is the maximum allowable exposure at one time. Short-Term (15 minute) Exposure Limits (STEL) may be provided. There may also be information on whether the substance is "Immediately Dangerous to Life and Health" (IDLH). If the chemical is IDLH, the respiratory protection supplied by the employer must take this rate into consideration.

Section III – Physical/Chemical Characteristics
This section lists the chemical's normal state and helps define how the chemical will behave when it is released. For example, a chemical that is normally a liquid may evaporate quickly in a hot environment, thus increasing its risk as a fire hazard.

A chemical's physical characteristics could also affect its health hazards and the protection that an employee needs. A liquid may be dangerous if it splashes on skin, thus requiring that the employee wear protective clothing. But if the same chemical changes to vapor, the chief risk may result from inhalation, requiring respiratory protection.

The chemical's normal appearance and odor are described in this section. Knowing the chemical's normal appearance, an employee can spot any changes or differences that could indicate trouble.

In addition to the normal state of the chemical, this section lists the circumstances, such as temperature, that could change the state.

- **Melting Point**
  The melting point is the temperature at which a solid changes to a liquid.
- **Boiling Point**
  The boiling point is the temperature at which a liquid changes to a gas.
- **Evaporation Rate**
  The evaporation rate is how long the chemical takes to evaporate. For example, butyl acetate has a relative evaporation rate of 1. A chemical with a higher number evaporates faster; one with a lower number evaporates more slowly.
- **Specific Gravity**
  The specific gravity is the density of the chemical compared to water, which has a relative value of 1. If the chemical's specific gravity is greater than 1, the chemical is heavier than water and will sink in water. If the chemical's specific gravity is less than 1, the chemical will float on water.

- **Vapor Density**
  The vapor density is the density of the chemical's vapor compared to air, which has the density of 1. If a chemical's vapor density is higher than 1, the vapor is heavier than air and will go to the floor. If the chemical's vapor density is lower than 1, the vapor will rise in the air.
- **Vapor Pressure**
  Vapor pressure measures how volatile a liquid is. Vapor pressure also measures how easily a liquid evaporates. The higher the number, the faster the liquid evaporates. This section of the MSDS also has a space that explains how much of the chemical will dissolve in water. The ability to dissolve is usually stated as a percentage or in parts per million (ppm).

Section IV – Fire and Explosion Hazard Data
This section states if the chemical has a potential to catch fire or explode.

Flash point is the lowest temperature at which a chemical's vapors are concentrated enough to ignite. The lower the flash point number, the more dangerous the material.

Example:
Gasoline's flash point is -45°F. Diesel fuel #2 has a flash point of +125°F.

This section contains the upper (UFL) and lower (LFL) flammable limits. Between these limits the substances is likely to ignite.

This section also lists the upper (UEL) and lower (LEL) explosive limits. These provide the minimum and maximum concentration of the chemical's vapor in the air for an explosion to occur. In addition, this section contains fire-fighting procedures and the extinguishing media.

Section V – Reactivity Data
Some substances are unstable. They can react with other substances or in specific kinds of conditions. This section lists the chemicals or conditions to avoid. Any hazardous by-products the chemical could generate are also listed, along with the hazards (such as toxic gases) that could be created if the chemical decomposes.

Section VI – Health Hazard Data
This section describes how the chemical gets into the human body and what effects it has on the body. The following are the usual methods of exposure:
- inhalation or breathing
- ingestion or swallowing
- direct skin contact

This section also lists the health hazards the chemical poses:
- acute: effects that show up immediately after exposure
- chronic: effects that develop over time (usually serious)
- carcinogenic: It notes whether the conclusion that the chemical causes cancer is based on findings of the International Agency for Research on Cancer (IARC) or National Toxicology Program (NTP). The section also states whether OSHA regulates the chemical for its cancer hazard.

This section of the MSDS also lists symptoms of exposure.

Section VII – Precautions for Safe Handling and Use
This section provides the following types of information:
- how to handle the chemical under normal conditions
- how to handle a spill

- what to use to clean up a spill
- whether to evacuate immediately if there is a spill
- how to dispose of waste chemical

Section VIII – Control Measure
This section describes the type of ventilation needed, such as:
- local exhaust
- mechanical exhaust
- other

It also describes respiratory protection needed (if any).
This section contains OSHA's recommended protective devices and clothing.
SPECIAL PRECAUTIONS are also listed in this section.

Employee Information and Training
Before a new employee starts work, the employee's supervisor will go over the employee's copy of the Hazard Communication Plan and each MSDS applicable to the employee's job.

Before any new chemical is used, all employees will be informed of its use. Each affected employee will be instructed on safe use and trained on the hazards of the new chemical.

Employees will be trained using the following methods:
- Hazard Communication Right to Know Video
- Trainer present to answer any questions or concerns
- Employee Safety Handbook
- Company Safety Manual

All employees will attend additional training, as appropriate, to review the Hazard Communication Plan and MSDS.

Appropriate library reference material will also be discussed during the training sessions.

Every new employee must receive the following information and training:
- an overview of the requirements contained in the Hazard Communication Standard, 29 CFR 1910.1200 or 29 CFR 1926.59
- notification about the hazardous chemicals present in the employee's work area
- how to read labels and MSDSs to obtain hazard information
- the physical and health effects of the hazardous materials on the inventory list of this plan, including symptoms of overexposure
- how to determine the present or release of hazardous chemicals in the work area
- how to lessen or prevent exposure to these hazardous chemicals through use of control/work practices and personal protective equipment
- steps taken by Hi-Tec Building Services to lessen or prevent exposure to the chemicals listed on the inventory list
- emergency procedures to follow if exposed to any chemicals
- location of MSDS file and Hazard Communication Plan
- location of the hazardous chemical inventory list

Before a new chemical hazard is introduced into any section of the workplace, each employee will be given information and training as outlined above or as outlined on the attached Employee Training Guidelines by the Field Supervisor.

This person is also responsible for ensuring that the MSDS on each new chemical is available before the chemical is used.

After attending the training class, each employee will sign a form to verify that he or she attended the training. Each employee will sign a form to verify that the written Hazard Communication Plan was or is made available for review and that he or she understands the plan.

Before entering a work site, the Field Supervisor, Safety Administrator, or Assistant Safety Administrator will ascertain what hazards he or she may be exposed to and then take appropriate action to be protected. If an employee has any questions about what protection he or she will need, the employee will immediately contact their field supervisor, the Safety Administrator, or the Assistant Safety Administrator.

Inventory List of Hazardous Chemicals
The following is a list of all known hazardous chemicals used in this workplace. Further information can be obtained from the MSDS attached to this plan or from the Safety Administrator or Assistant Safety Administrator at (616) 662-1623.

The originals will be kept on file by the Safety Administrator at the Hi-Tec Building Services office.

When new chemicals are received, this list will be updated within 30 days of the chemical's introduction to the workplace. The date the chemicals were introduced must be listed. The following procedure will be used to ensure new chemicals are added to the list in a timely manner:
The purchasing department will notify both the Safety Administrator and Assistant Safety Administrator who will amend the inventory list immediately.

Hazardous Chemicals Inventory Used
DC Forward
Glance
Virex
End Bad
Crème Cleanser
Stainless Steel Cleaner
Graffiti Remover
Crew Bowl Cleaner
Vectra
Pro Strip
Johnson Defoamer
Intense General Spotter
Protein Spotter
Tannin Brown Out Spotter
Red Spot Remover
Gum Freeze
Taski 101
Taski 103

Non-Routine Tasks
Before any non-routine task is performed, the employee will be advised by the Site Supervisor of special precautions to follow concerning the hazardous chemicals that may be encountered. If the employee receives no instruction, the employee should contact the Safety Administrator or the Assistant Safety Administrator. In addition, any other personnel who could be exposed will be informed of this potential exposure by the Site Supervisor. In the event that such tasks are required, the Safety Administrator or Assistant Safety Administrator will provide the following information about the activity as it relates to the specific chemicals expected to be encountered:

- specific chemical names
- hazards of the chemicals
- what personal protective equipment is required
- what safety measures are to be taken
- emergency procedures
- measures that have been taken to lessen the hazards, including ventilation, respirators, and the presence of other employees

Unlabeled Pipes
Before starting work in areas where chemicals travel through unlabeled pipes, employees must contact the Safety Administrator or the Assistant Safety Administrator for information concerning all of the following:

- chemicals in the pipe
- potential hazards
- safety precautions to be taken

Outside Contractors
It will be the responsibility of the Safety Administrator or Assistant Safety Administrator to provide other personnel or outside contractors with the following information:

- hazardous chemicals they may be exposed to while in the workplace
- the hazard labels used, including any symbolic or numerical labeling system
- location of MSDSs for all hazardous chemicals
- how the MSDSs will be provided to other employers:
  The MSDSs will be provided by the Safety Administrator or the Assistant Safety Administrator.
- precautionary measures to lessen the possibility of exposure
- procedures to follow if they are exposed

The Safety Administrator or Assistant Safety Administrator will also be responsible for contacting each contractor before work is started and finding out what chemicals the contractor is bringing into the work-place. If employees are to be exposed to these chemicals, the Field Supervisor will inform those employees who may be affected.

Training Documentation for Hazard Communication Plan

I have received training and understand how to read the Materials Safety Data Sheets (MSDS) and container labels regarding hazardous products.

I have received general training on the hazardous chemicals in which I might be exposed.

I understand that I am required to review MSDSs for any material I am using for the first time.

I know where the MSDSs are for my work area are kept and understand that they are available for my review.

I understand that I am required to follow the necessary precautions outlined in the Hazard Communication Policy and MSDSs, including use of personal protective equipment and/or apparel.

I know the location of emergency phone numbers and communications systems, and the location of medical, fire, and other emergency supplies.

I am aware of my right to obtain copies of the Hazardous Chemical list, written Hazard Communication Policy, and MSDSs at my request.

_____ _____
Employee Name Date

_____
Employee Signature

_____ _____
Supervisor Signature Date

_____
Job Location

Personal Protective Equipment Policy
For
Hi-Tec Building Services

Purpose

The purpose of this program is to protect the employees of Hi-Tec Building Services from the occupational hazards within the workplace by providing the proper personal protective equipment (PPE). It is the goal of the company to use engineering controls as the primary method for protecting employees. However, when additional protection is necessary, appropriate PPE will be worn. The scope of this program includes PPE for eye, face, head, feet and hand protection. If respirators and/or hearing protection are necessary, the Company's Respiratory Protection Program and the Hearing Conversation Program will cover their use, respectively.

Responsibility

The person responsible for coordinating this program is the Safety Administrator. He/she will ensure that hazard assessments are conducted, appropriate PPE is assigned, and affected employees receive training. The Safety Administrator will also be in charge of maintaining the documentation for this program.

Department supervisors should advise the Safety Administrator of changes in PPE requirements (e.g., new procedures/processes requiring different PPE: omission of a job/task). Additionally, supervisors should consult with the Safety Administrator before purchasing any new PPE.

Hazard Assessments

Each job/task performed will be assessed to determine foot, head, eye, face and hand hazards present and the proper PPE that should be worn. The assessments will include observation of the following sources of hazards:

1. **Impact:** Flying chips, objects, dirt, particles, collision, motion hazards
2. **Penetration:** Falling/dropping objects, sharp objects that cut or pierce
3. **Compression:** Roll-over or pinching
4. **Chemical:** Splashing, burns, fumes
5. **Temperature Extremes:** Sparks, splashes from molten materials, burns from high/low temperatures
6. **Harmful Dust:** Dirt, particles, asbestos, lead
7. **Light Radiation:** Welding, cutting, brazing, lasers, furnaces, lights

The Hazard Assessment Form will be completed for each job/task and will serve as certification that a hazard assessment has been performed.

The Safety Administrator will conduct the hazard assessment and will also survey jobs that are non-routine or periodic. In some cases these assessments may not be completed until the jobs are scheduled.

Hazard assessments will be updated/evaluated whenever conditions or procedures change.

Selection of PPE

The Safety Administrator will ensure that the PPE selected for use is appropriate for the identified hazards, ensures a level of protection that meets or exceeds the minimum required to protect employees from the hazards, and meets all OSHA/ANSI requirements as specified in the OSHA PPE standards.

Training and Fit-Testing

Trained Supervisors will ensure that all affected employees receive training that includes:

A. When PPE is necessary
B. What PPE is necessary for and why
C. How to properly don, doff, adjust and wear PPE
D. The limitations and capabilities of PPE selected
E. The proper care, maintenance, useful life and disposal of PPE

Each employee will demonstrate that he/she understands the training and will sign the PE Assignment, Training and Fit-Test Form that is attached. The information on the form will include the name of the employee, the date(s) of training and the type of PPE the employee is certified to wear.

Training will be repeated under the following conditions:

A. Changes in the workplace that make previous training obsolete;
    1. New assignment for employee
    2. Change in job procedures and/or equipment
B. Employees are not using PPE or they are using it incorrectly
C. New PPE is introduced

PPE Inspection, Cleaning and Maintenance

The employees will conduct inspection, cleaning and maintenance of PPE at regular intervals, according to the manufacturer's instructions. Defective or damage PPE will not be used.

Any questions regarding this policy should be addressed to the employee's Supervisor.

EMPLOYEE ACKNOWLEDGMENT

PERSONAL PROTECTIVE EQUIPMENT (PPE) PROGRAM

I acknowledge I have been given a copy of the Personal Protective Equipment (PPE) Program, I have read and understood it, and I accept the program as a working document, which I will support and follow in my daily work at Hi-Tec Building Services.

Employee Signature _____ Date _____

Supervisor's Signature _____ Hi-Tec Building Services

Safety & Health Manager's Signature _____

---- (Use the form above and/or below to document employee training/information) ----

I acknowledge I have been trained on and been informed how to get access to a copy of the Personal Protective Equipment (PPE) Program, I have understood this training, and I will support and follow this program in my daily work at Hi-Tec Building Services.

Employee Signature _____ Date _____

Supervisor's Signature _____ Hi-Tec Building Services

Safety & Health Manager's Signature _____

PERSONAL PROTECTIVE EQUIPMENT
HAZARD ASSESSMENT

Company Name: _____**Date of Assessment:** _____

Company Address: _____
Workplace Evaluated: _____

Name of Person Completing Assessment: _____

JOB CLASSIFICATION **WORKSTATION**	**HAZARD SOURCE/TYPE**	**BODY PART AFFECTED**	**PPE REQUIRED YES/NO**	**TYPE OF PPE REQUIRED**

Signature:_____

HAZARD ASSESSMENT

Employer **Hi-Tec Building Services**

Location: **6578 Roger Dr., Suite B, Jenison 49428**

Workplace Evaluated:_____

Date(s):_____

Name of Person Assessing:_____

This document certifies that the hazard assessment has been performed as required by MIOSHA General Industry Safety Standards, Part 33, Personal Protective Equipment and MIOSHA Occupational Health Standards Commission, R325.60005, rule 5, Personal Protective Equipment/Hazard Assessment and Equipment Selection.

Signature of Person Certifying:_____

BLOODBORNE INFECTIOUS DISEASES EXPOSURE CONTROL PLAN

POLICY

Hi-Tec Building Services, Inc. is committed to providing a safe and healthful work environment for our entire staff. In pursuit of the endeavor, the following exposure control plan (ECP is provided to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with MIOSHA rules 325.7001 – 70018, "Occupational Exposure to bloodborne Infectious Diseases."

The ECP is a key document to assist our firm in implementing and ensuring compliance with the standard, thereby protecting our employees. This ECP includes:

- Determination of employee exposure
- Implementation of various methods of exposure control, including:
  - -Universal precautions
  - -Engineering and work practice controls
  - -Standard operating procedures
  - -Personal protective equipment
  - -Housekeeping
- Hepatitis B vaccination
- Post-exposure evaluation and follow-up
- Communication of hazards to employees and training
- Record keeping
- Procedures for evaluating circumstances surrounding an exposure incident

The methods of implementation of these elements of the standard are discussed in the subsequent pages of this ECP.

PROGRAM ADMINISTRATION

Human Resources is responsible for the implementation of the ECP. Human Resources will maintain, review, and update the ECP at least annually, and whenever necessary to include new or modified tasks and procedures. Contact Human Resources at (616) 662-1623.

Those employees who are determined to have occupational exposure to blood or other potentially infectious materials (OPIM) must comply with the procedures and work practices outlined in this ECP.

Human Resources will maintain and provide all necessary personal protective equipment (PPE), engineering controls (e.g., sharps containers), labels, and red bags as require by the standard. Human Resource will ensure that adequate supplies of the aforementioned equipment are available in the appropriate sizes. Contact Human Resources at (616) 662-1623.

Human Resources will be responsible for ensuring that all medical actions required are performed and that appropriate employee health and MIOSHA records are maintained. Contact Human Resources at (616) 662-1623.

Human Resources will be responsible for training, documentation of training, and making the written ECP available to employees, MIOSHA, and NIOSH representatives. Contact Human Resources at (616) 662-1623.

I. EMPLOYEE EXPOSURE DETERMINATION

The following is a list of all job classifications at our establishment that have been determined to be Category A:

JOB TITLE	**DEPARTMENT/LOCATION**
(Example: Phlebotomists)	*(Clinical Lab)*
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Part-time, temporary, contract and per diem employees are covered by the standard. How the provisions of the standard will be met for these employees should be described in the ECP.

II. METHODS OF IMPLEMENTATION AND CONTROL

A. Universal Precautions

All employees will utilize universal precautions.

B. Exposure Control Plan

Employees covered by the bloodborne infectious diseases standard receive and explanation of this ECP during their initial training session. It will also be reviewed in their annual refresher training. All employees have an opportunity to review this plan at any time during their work shifts by contacting Human Resource. If requested, we will provide an employee with a copy of the ECP free of charge and within 15 days of the request.

Human Resource is responsible for reviewing and updating the ECP annually or more frequently if necessary to reflect any new or modified tasks and procedures, which affect occupational exposure, and to reflect new or revised employee positions with occupational exposure.

C. Standard Operating Procedures

Standard operating procedures (S.O.P.'s) provide specific guidance on controls and practices that shall be used when performing tasks involving occupational exposure to bloodborne pathogens. They will be based on the form found in Appendix A and will be utilized in employee training.

D. Contingency Plans

Where circumstances can be foreseen in which recommended standard operating procedures could not be followed, the employer shall prepare contingency plans for employee protection, incident investigation and medical follow-up as part of the standard operating procedures. See Appendix B.

E. Engineering Controls and Work Practices

- Engineering controls and work practice controls will be used to prevent or minimize exposure to bloodborne pathogens. The specific engineering controls and work practice controls used are listed in Appendix B.

Sharps disposal containers are inspected and maintained or replaced by Human Resource every_____ or whenever necessary to prevent overfilling.

This facility identifies the need for changes in engineering control and work practices through (*Examples: Review of MIOSHA records, employee interviews, committee activities etc.)*

_____

We evaluate new procedures or new products_____by_____

The following staff is involved in this process: _____

Human Resource will ensure effective implementation of these recommendations.

F. Personal Protective Equipment (PPE)

PPE is provided to our employees at no cost to them. Human Resource provides training in the use of the appropriate PPE for the tasks of procedures employees will perform.

The types of PPE available to employees are as follows or see Appendix A:

_____

PPE will be taken care of through Human Resource and may be obtained through Human Resources at (616) 662-1623 ext. 315.

All employees using PPE must observe the following precautions:

- Wash hands immediately or as soon as feasible after removal of gloves or other PPE.
- Remove PPE after it becomes contaminated, and before leaving the work area.
- Used PPE may be disposed of in _____
- Wear appropriate gloves when it can be reasonably anticipated that there may be hand contact with blood or OPIM, and when handling or touching contaminated items or surfaces; replace gloves if torn, punctured, contaminated, or if their ability to function as a barrier is compromised.
- Utility gloves may be decontaminated for reuse if their integrity is not compromised; discard utility gloves if they show signs of cracking, peeling, tearing, puncturing, or deterioration.
- Never wash or decontaminate disposable gloves for reuse.
- Wear appropriate face and eye protection when splashes, sprays, spatters, or droplets of blood or OPIM pose a hazard to the eye, nose, or mouth.
- Remove immediately or as soon as feasible any garment contaminated by blood or OPIM in such a way as to avoid contact with the outer surface.

The procedure for handling used PPE is as follows: (*may refer to standard operating procedure by title or number and last date of review)*

_____

(*For example, how and where to decontaminate face shields, eye protection, resuscitation equipment)*

G. Housekeeping

Regulated waste is placed in containers which are closable, constructed to contain all contents and prevent leakage, appropriately labeled or color-coded (see Labels), and closed prior to removal to prevent spillage or protrusion of contents during handling.

The procedure for handling sharps disposal containers is: (*may refer to standard operating procedure by title or number and last date of review)*

_____

The procedure for handling other regulated waste is: (*may refer to standard operating procedure by title or number and last date of review*

_____

Contaminated sharps are discarded immediately or as soon as possible in containers that are closable, puncture-resistant, leak proof on sides and bottoms, and labeled or color-coded appropriately. Sharps disposal containers are available at _____

Bins and pails (e.g., wash or emesis basins) are cleaned and decontaminated as soon as feasible after visible contamination.

Broken glassware, which may be contaminated, is picked up using mechanical means, such as a brush and dustpan.

H. Laundry

This company will launder the following contaminated articles:

_____ _____
_____ _____

Laundering will be performed by _____ at_____
_____

The following laundering requirements must be met:

- Handle contaminated laundry as little as possible, with minimal agitation
- Place wet contaminated laundry in leak-proof, labeled or color-coded containers before transport. Use _____for this purpose.
- Wear the following PPE when handling and/or sorting contaminated laundry: _____(*appropriate PPE)*

I. Labels

The following labeling methods(s) is used in this facility:

EQUIPMENT TO BE LABELED *(e.g. specimens, contaminated laundry etc).*	LABEL TYPE (*size, color, etc) (Red bag, biohazard label, etc)*
_____	_____
_____	_____
_____	_____

Human Resources will ensure warning labels are affixed or red bags are used as required if regulated waste or contaminated equipment is brought into the facility. Employees are to notify Human Resources at (616) 662-1623 if they discover regulated waste containers, refrigerators containing blood or OPIM, contaminated equipment, etc. without proper labels.

III. HEPATITIS B VACCINATION

A Administration

Human Resources will provide training to employee on hepatitis B vaccinations, addressing the safety, benefits, efficacy, methods of administration, and availability.

The hepatitis B vaccination series is available at no cost after training and within 10 days of initial assignment to employees identified in the exposure determination section of this plan. Vaccination is encouraged unless: 1) documentation exists that the employee has previously received the series, 2) antibody testing reveals that the employee is immune, or 3) medical evaluation shows that vaccination is contraindicated.

However, if an employee chooses to decline vaccination, the employee must sign a copy of the declination form (see Appendix C). Employees who decline may request and obtain the vaccination at a later date at no cost. Documentation of refusal of the vaccination is kept with Human Resources at (616) 662-1623.

Vaccination will be provided by _____ at _____
_____

Following hepatitis B vaccinations, the health care professional's Written Opinion will be limited to whether the employee requires the hepatitis vaccine, and whether the vaccine was administered.

B Vaccination Option for Employers:

At this facility we have elected to postpone the administration of the hepatitis B vaccine when the following conditions exist:

- The primary job assignment of such designated first aid providers is not the rendering of first aid.
- Any first aid rendered by such persons is rendered only as a collateral duty responding solely to injuries resulting from workplace incidents, generally at the location where the incident occurred.

Full training and personal protective equipment shall be provided to these employees.

Provision for a reporting procedure that ensures that all first aid incidents involving the presence of blood or OPIM will be reported to the employer before the end of the work shift during which the first aid incident occurred.

The report must include the names of all first aid providers who rendered assistance, regardless of whether personal protective equipment was used and must describe the first aid incident, including the time and the date.

Provision for the full hepatitis B vaccination series to be made available as soon as possible, but in no event later than 24 hours, to all unvaccinated first aid providers who have rendered assistance in any situation involving the presence of blood or OPIM regardless of whether or not a specific "exposure incident," as defined by the standard, has occurred.

In the event of a bonafide exposure incident, the portion of the standard relating to post-exposure evaluation and the follow-up would apply.

IV POST-EXPOSURE EVALUATION AND FOLLOW-UP

Should an exposure incident occur, contact Human Resources at (616) 662-1623.

A licensed health care professional will conduct an immediately available confidential medical evaluation and follow-up. Following the initial first aid (clean the wound, flush eyes or other mucous membrane, etc.), the following activities will be performed:

- Document the routes of exposure and how the exposure occurred.
- Identify the document the source individual (unless the employer can establish that identification is infeasible or prohibited by state or local law).

- Obtain consent and make arrangements to have the source individual tested as soon as possible to determine HIV, HCV, and HBV infectivity: document that the source individual's test results were conveyed to the employee's health care provider.
- If the source individual is already known to be HIV, HCV and/or HBV positive, new testing need not be performed.
- Assure that the exposed employee is provided with the source individual's test results and with information about applicable disclosure laws and regulations concerning the identity and infectious status of the source individual (e.g., laws protecting confidentiality).
- After obtaining consent, collect exposed employee's blood as soon as feasible after exposure incident, and test blood for HBV and HIV serological status
- If the employee does not give consent for HIV serological testing during collection of blood for baseline testing, preserve the baseline blood sample for at least 90 days; if the exposed employee elects to have the baseline sample tested during this waiting period, perform testing as soon as feasible.

V. ADMINISTRATION OF POST-EXPOSURE EVALUATION AND FOLLOW-UP

Human Resources ensures that health care professional (s) responsible for employee's hepatitis B vaccination and post-exposure evaluation and follow-up are given a copy of MIOSHA's blood borne infectious diseases standard.

Human Resources ensures that the health care professional evaluating an employee after an exposure incident receives the following:

- A description of the employee's job duties relevant to the exposure incident route (s) of exposure
- Circumstances of exposure
- If possible, results of the source individual's blood test
- Relevant employee medical records, including vaccination status

Human Resources provides the employee with a copy of the evaluating health care professional's written opinion with 15 days after completion of the evaluation.

VI. PROCEDURES FOR EVALUATINGHE CIRCUMSTANCES SURROUNDING AN EXPOSURE INCIDENT

Human Resources will review the circumstances of all exposure incidents to determine:

- Engineering controls in use at the time
- Work practices followed
- A description of the device being used protective equipment or clothing that was used at the time of the exposure incident (*gloves, eye shields, etc.)*
- Location of the incident (*O.R., E.R., patient room etc.)*
- Procedure being performed when the incident occurred
- Employee's training

VII. EMPLOYEE TRAINING

All employees who have occupational exposure to bloodborne pathogens receive training conducted by Human Resources. (*You will receive a brief description of their qualifications.)*

All employees who have occupational exposure to bloodborne pathogens receive training on the epidemiological, symptoms, and transmission of bloodborne pathogen diseases. In addition, the training program covers, at a minimum, the following elements:

- A copy and explanation of the standard
- An explanation of our ECP and how to obtain a copy
- An explanation of methods to recognize tasks and other activities that may involve exposure to blood and OPIM, including what constitutes an exposure incident
- An explanation of the use and limitations of engineering controls, work practices, and PPE
- An explanation of the types, uses, location, removal, handling, decontamination, and disposal of PPE
- An explanation of the basis for PPE selection
- Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine will be offered free of charge

- Information on the appropriate actions to take and persons to contact in an emergency involving blood or OPIM
- And explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available
- Information on the post-exposure evaluation and the follow-up that the employer is required to provide for the employee following an exposure incident
- An explanation of the signs and labels and/or color coding required by the standard and used at this facility
- An opportunity for interactive questions and answers with the person conducting the training session.

Training materials for this facility are available at_____

VIII. RECORDKEEPING

A Training Records

Training records are completed for each employee upon completion of training. These documents will be kept for at least three years with Human Resource.

The training records include:

- The dates of the training sessions
- The contents or a summary of the training sessions
- The names and qualifications of persons conducting the training
- The names and job titles of all persons attending the training sessions

Employee training records are provided upon request to the employee or the employee's authorized representative with 15 working days. Such request should be addressed to Human Resources, Hi-Tec Building Services, inc., 6578 Roger Drive Suite A, Jenison, MI 49428.

B. Medical Records

Medical records are maintained for each employee with occupational exposure in accordance with Part 432/R325.52101 - .52137, "Access to Employee Exposure and Medical Records."

Human Resources is responsible for maintenance of the required medical records. These confidential records are kept at 6578 Roger Drive, Jenison, MI 49418 for at least the duration of employment plus 30 years.

Employee medical records are provided upon request of the employee or to anyone having written consent of the employee with 15 working days. Such requests should be sent to the Human Resource Department at Hi-Tec Building Services, Inc.

c. MIOSHA Record keeping

An exposure incident is evaluated to determine if the case meets MIOSHA's Record keeping. (Part 11) requirements: Human Resources does the determination and the recording activities.

D. Sharps Injury Log

A sharps injury log is established and maintained for recording percutaneous injuries from contaminated sharps. The log includes:

- Type and brand of device involved in the injury
- Department or work area where the exposure occurred
- Explanation of how the incident occurred

The log is recorded and maintained to protect the confidentiality of the injured employee. Human Resources is responsible for the maintenance of the sharps injury log.

APPENDIX A

STANDARD OPERATING PROCEDURE
FOR BLOOD BORNE INFECTIOUS DISEASE CONTROL MEASURES

Task/Procedure:

Exposure Potential:

Personal Protective Equipment:

Use:

Maintenance/Disinfecting

Disposal:

Engineering Controls:

Work Practice Controls:

Management of Exposure Incidents:

Contingency Plan:

APPENDIX B

SHARPS INJURY AND NEEDLESTICK PREVENTION: USE OF SAFER DEVICES, ENGINEERING CONTROLS AND WORK PRACTICE CONTROLS

The following safer devices and engineering controls are being considered and/or implemented:

_____

_____

_____

_____

The following work practice controls are being used to reduce exposure:

_____

_____

_____

_____

APPENDIX C
HBV Vaccination Statement

DECLINATION STATEMENT

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine, at no charge to myself. However, I decline Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If, in the future, I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with Hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Employee Signature _____ Date _____

ACCEPTANCE STATEMENT

I understand that due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring Hepatitis B virus (HBV) infection. I hereby accept the opportunity to be vaccinated with the Hepatitis B vaccine, at no charge to myself.

Employee Signature _____ Date _____

4.304 EQUIPMENT AND SUPPLIES

a) Contractor is to provide a list of the types of equipment, manufacturer, ,model number and age of the equipment you plan to utilize for this project. Also, explain your equipment maintenance plan. Do you own or rent your janitorial equipment?

b) Contractor is to provide a list of the proposed janitorial cleaning supplies that will be utilized for this project. Also include manufacturer's name and proposed annual estimated quantities.

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

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

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

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

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

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

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

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

START-UP SUPPLIES & EQUIPMENT

Item	Item
3105 30-45" LAMBSWOOL TELESCOPIC DUSTER	462951
4305 - GLANCE GLASS CLEANER (4 jugs/CS)	435869
45460 - DC FORWARD DISINFECTANT (4/CS)	475166
4337 - VIREX 256 GERMICIDAL (4 jugs/CS)	435579
B102 20 oz. COTTON CLAMP MOP HEAD (12/CS)	561763
H246 - GRIPPER MOP HANDLES	485389
2643 44 GALLON BRUTE	535342
2640 DOLLY FOR BRUTES 2620/2632/2644	535341
6141 NAPKIN WAX BAG (250/Box)	473983
4410 - LEMON SHINE-UP (12) 15 oz. cans / CS	129101
4832 END BAC II DISINFECTANT SPRAY - 12/CS	570921
C-841 STAINLESS STEEL CLEANER (12/CS)	539146
3600 DELUXE BOWL MOP W/ CONE	538937
6389 - JUMBO ANGLE SWEEP BROOM	483976
PKG-048 FORWARD D.C. SPRAY BOTTLE	561298
PKG-029 GLANCE SPRAY BOTTLE 32 OZ. 12/CASE	563086
5 GAL CARPET SPOTTER	011105MD
8644 NITRILE NONPOWDERED DISPOSABLE GLOVES – M (50 pairs)	574421
CENTURY FLOOR MAINT. CLEANER	118700KS
SUPER COACH VACUUM BAGS	100331AC
MINUTEMAN VAC BAGS (for MPV Vac.)	370202PKGKS

Cleaning Solutions

GLANCE
Use on mirrors and lobby windows.

CLAIRE STAINLESS STEEL POLISH & CLEANER
Use on drinking fountains, toilet paper holders, women's sanitary napkin containers and bathroom trash containers. On the drinking fountain, spray the form of the fountain first, and then polish with a polish rag. Wipe water out of the drinking fountain with a clean rag then spray the sides, sink and back. Polish with the polish rag.
WEAR GLOVES

END BAC II
Use to sanitize toilet seats and urinals. Spray in napkin waste containers and bathroom trash containers. Spray after cleaning any surface. Do not wipe off.
WEAR GLOVES

GRAFFITTI REMOVER
Use to remove graffiti from walls and tar spots from floor.
WEAR GLOVES

JOHNSON SHINE UP
Use to clean interior and exterior wood surfaces. Spray sparingly, using a polish rag, (not the one you use for Claire Stainless Steel Polish & Cleaner). Wait for it to dry then polish with a clean, dry soft rag.

CREW FOAMING BATHROOM CLEANER
Use on tile walls and slop sink in maintenance room.

VIREX 256
Use for bathroom mop water along with 3 squirts of INTENSE. Fill to the 4 gallon line.

DC FORWARD DISINFECTANT CLEANER
Use to clean faucets, counter tops, sinks, fixtures & spot clean surfaces. Must let product dwell for five minutes.

WHEN WORKING WITH ANY CHEMICALS ALWALYS WEAR GLOVES, SAFETY GLASSES, AND APRON.

CLEANING CHEMICAL LIST

PRODUCT	DISTRIBUTOR	PRODUCT #	USAGE ANNUAL
Graffiti Remover	Regency	GR 780	10 Cases
Stainless Steel Cleaner	Clair	CLRC841	6 Cases
Glance RTD	Johnson Wax	3063402	24 Cases
Virex 256 Disinfectant	Johnson Wax	4337	48 Cases
Floor Neutralizer	Stearns	ST-729	24 Cases
Toilet Bowl Cleaner	Regency	BC 23	48 Cases
Alpha HP All Surface Clnr.	Johnson Wax	3350727	12 Cases

FLOOR CARE EQUIPMENT **(NO RENTAL EQUIPMENT WILL BE USED)**

Our equipment includes new and used equipment

1 unit each unless indicated	**MANUFACTURER**	**MODEL#**
20” SWING MACHINE	Castex	20CST
SNOW BLOWER	Murray	Spirit
FLOOR FAN (2)	Drieas	Sahara Pro

CLEANING TOOLS AND EQUIPMENT (ALL PRODUCT WILL BE NEW)

Standard Supplies

1. Bowl mops
2. 6’ Ladder
3. Brute maid caddy
4. Face shields & head ratchet
5. White scrub pads
6. Extendable lambwool duster
7. 12” feather duster
8. Lobby dust pan
9. 18” dust mop frame, handle and mop
10. Combo mop bucket
11. 15” floor pads (red, coco, black,)
12. 24” indoor/outdoor push broom
13. Jumbo angle sweep broom
14. Gripper mop handles
15. Iron handle scrub brush
16. Wall washing frame, handle and pad
17. Finish mop
18. Pro squeegee handle, frame and blade
19. Strip washer with handle
20. Closed for cleaning safety pole
21. Wet floor signs
22. Professional plunger
23. 44 gallon brute barrel
24. Brute dolly
25. Nitrile disposable gloves
26. 20oz. cotton mop heads
27. Silk screen spray bottles with trigger
28. Emergency eye wash bottles
29. First aid kit

Sections 4.306, 4.307, 4.308, 4.309, and 4.310 are evaluated according to the descriptions in Article 1, Statement of Work.

4.306 PRODUCT QUALITY (see Article 1)

1. Specifications

2. Training and Development

NEW HIRE TRAINING

Hi-Tec Building Services uses 3 steps to train and introduce a new employee to our personalized program.

STEP 1: **DAY 1**

New employee spends 4 hours with the evening site supervisor performing the following:

- Finalizing paper work
- Review company handbook
- PPE program
- Watch restroom cleaning and blood borne pathogen video
- Explain training and cleaning manual
- Explain health, safety, and environmental protection manual
- Discuss quality assurance expectations
- Picture for employee badge
- Tour of building and performs quality assurance check with new hire

STEP 2: **DAY 2**

New employee spends 4 hours with the assistant supervisor performing the following:

- Introduce work area
- Introduce tools and cleaning equipment
- Introduce scope of services
- Work side by side to accomplish daily task
- Perform ending inspections and clean-up

STEP 3 **DAY 3**

New employee spends 4 hours with a senior team member performing the following:

- follow-up scope of services from day 2
- follow-up accomplishing daily task together
- review and finalize training session and introduce to rest of team

	Training List	Employee initial	Supervisor initial
1	Employee Packet		
2	Training Manual		
3	Training Video		
4	Hazardous Communication		
5	Personal Protective Equipment		
6	Blood Borne Pathogen		
7	Express Time Procedures		
8	Inventory Supply Sheets		

Employee signature

Supervisor signature

3. Quality Assurance Plan

Key Control

Keys to the facility will be tightly controlled. Key access to the building will be provided to supervisors and off-site managers only for back-up purposes. In situations where doors are locked internally we will provide keys to teams and they will be required to be turned in before they exit each night.

Quality Assurance Program

Hi-Tec Building Services has an extensive quality assurance program, as outlined in the WORK PLAN along with the cleaning schedule forms and the attached quality assurance checklist.

The site supervisors and site facilitators will complete a quality control checklist every visit to the facility. This provides the ability to deal with problems immediately either through employee retraining, utilizing the utility team, or call-in of the back-up employees from the trained pool of cleaners.

The site supervisors and site facilitators have been trained in proper techniques of quality control and have been in the industry doing quality control checks for more than 5 years. Our evaluations are conducted on a cleanliness rating scale of 1 to 4 which determines whether a quality problem exists (see quality form.) (**Rest area maintenance inspection report and daily maintenance checklist are not included in electronic submission**)

These visits are random unscheduled to review quality in the facility and they will review their findings together to determine any course of action required to address problem issues immediately.

This dual approach to quality allows us to eliminate most quality issues before they become problems. All quality reports will be maintained in our files as required during the term of the contract.

How we measure quality performance:

Quality is measured directly from the quality checklists. Hi-Tec Building Services has defined quality as a clean, dust-free, visually pleasing environment. We ultimately seek to provide an environment where the public who visit the site, know it is clean. We seek to match our quality expectations with expectations of the occupants of the facility.

How we verify quality performance:

As we stated earlier in the proposal the site supervisor, and the site facilitator will be responsible for doing the periodic quality control walk-throughs as detailed earlier to assure quality standards have been met. This process allows Hi-Tec Building Services to customize quality to each area and to address concerns before they become problems.

We monitor performance daily:

We have attached a copy of our quality inspection form. In addition, we supply a daily checklist to every Hi-Tec employee. This checklist is used daily to assure that each task is performed according to contract specifications.

PROBLEM RESOLUTION PLAN

How we provide customer service when problem/concerns arise:

If the procedures we have described above in our quality assurance program do not meet the contract expectations our site supervisor and/or site facilitator will use the following resolution techniques to meet contract specifications:

The site Facilitator and the site supervisor in charge of the facility will complete the following:

- Site supervisor will address any quality or other issue with the employee(s) who worked in the area and resolve the issue immediately. The problem will be reported to the site facilitator by our site supervisor.
- A follow-up site visit by the site facilitator will be completed to insure the concern was resolved.
- A follow-up phone call or visit will be made to the facility to verify that the concern was resolved.

The site supervisor will utilize these concerns as a re-training tool for all site employees.

This procedure assures that the janitorial staff maintains open line of communication and a consistent level of performance.

Customer Service and Communication

Communication is provided through cellular phones which are provided to the Hi-Tec site lead person/team leader. This provides contact with off-site management.

The company will provide a contact list to the Facilities Manager at the time service begins.

HOT SHEETS

Hi-Tec on-site cleaning staff and site supervisors and site facilitators will prepare Hot Sheets to notify cleaning staff of any unusual requests for service in a particular area of the facility. It is a useful tool for hard to find spots on carpets and needs to simply be placed on the door of an office or near the spot or other special cleaning issue that needs to be resolved.

This is in addition to the forms used to report maintenance or other issues in the building by our staff.

THEFT

The theft questionnaire is utilized by us to investigate a reported theft. Once the form is filed with us we immediately have the site supervisor investigate the report. In addition the site facilitator will become involved in the issue on any second occurrence of theft in the facility.

The site supervisor will report their findings back to the Facility Manager and to back to our Human Resource department for resolution.

The process we use is to gain information and not to accuse anyone before we have all the facts.

If a Hi-Tec employee is found guilty of theft on a customer's location he or she will be terminated.

Quality Assurance and Inspection

Room/Areas: _____

Date: _____ **Time:** _____

Inspected By: _____ **Score:** _____

Area	Cleaning Standard			Physical Condition	
	4	3	2	1	Comments
Offices					
Waste baskets freshly lined					
High Dusting					
Ledges free of dust					
Furniture arranged neatly and orderly					
Furniture free of dust					
Walls clean and free of spots					
Baseboards					
Floor clean / Carpet vacuumed					
Waste baskets clean and freshly lined					
Floor clean of dirt and dust					
Walls clean and free of spots					
Telephone sanitized					
Lights free of dust					
Furniture free of dust					
Ledges and counters clean					
Corners clean					
Light switch and Door clean					
Vents clean					
Kick plates clean					
Fire extinguisher cabinets clean					
Odor free					

General Observation:

Sign Off: _____

_____

_____

THEFT QUESTIONAIRE

NAME OF ACCOUNT _____

1. DATE OF THEFT _____
2. GENERAL AREA OF THEFT _____
3. ITEM MISSING _____
4. PERSON THAT REPORTED THEFT _____
5. DID CLEANING CREW SEE ANYONE IN THE BUILDING ON ABOVE DATE

   _____

   _____

6. WHAT TIME DID CLEANING CREW ENTER AND EXIT BUILDING

   _____

7. DID TEAM LEADER SEE ANY EMPLOYEES LEAVING BUILDING WITH SOMETHING IN HANDS

   _____

8. HAS THEFT BEEN AN ISSUE AT THIS SITE BEFORE AND WHAT WAS INCIDENT

   _____

9. HI-TEC RESOLUTION _____

4.307 SERVICE CAPABILITIES (see Article 1)

1. Special Programs

4.308 RESERVED FOR DELIVERY CAPABILITIES (see Article 1)

4.309 PRICING

Contract pricing t o include all labor, materials, equipment, and incidentals to complete the work as specified. The completed work as measured for REST AREA MAINTENANCE, LAWN MAINTENANCE, SPRING AND FALL CLEANUP, AND LAWN AERATION.

ALLEGAN COUNTY - CONTRACT # 071B6200038

GLENN REST AREA (726)

REST AREA # R 702 – Located on Northbound I-196 at mile marker 27, Allegan County

ITEM DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT COST	TOTAL COST
Rest Area Janitorial and Maintenance	Per Week	156	$971.00	$151,476.00
Lawn Maintenance	Per Cycle	75	$200.00	$15,000.00
Spring/Fall Cleanup	Per Cleanup	06	$425.00	$2,550.00
Lawn Aeration	Per Year	03	$30.00	$90.00
Weed Control	Per Each	06	$210.00	$1,260.00
Fertilization/Pest Control	Per Each	06	$357.00	$2,142.00
			Location Total	**$172,518.00**

SAUGATUCK REST AREA (727)

REST AREA # R703 - Located on Northbound I-196 at mile marker 41, Allegan County

ITEM DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT COST	TOTAL COST
Rest Area Janitorial and Maintenance	Per Week	156	$1,060.00	$165,360.00
Lawn Maintenance	Per Cycle	75	$180.00	$13,500.00
Spring/Fall Cleanup	Per Cleanup	06	$425.00	$2,550.00
Lawn Aeration	Per Year	03	$30.00	$90.00
Weed Control	Per Each	06	$150.00	$900.00
Fertilization/Pest Control	Per Each	06	$221.00	$1,326.00
			Location Total	**$183,726.00**

ALLEGAN COUNTY BILLING

The Contractor shall submit the monthly invoice for services rendered. The billing shall be at the contract bid price per week for rest area maintenance, price per cycle for lawn care, price per cleanup for the spring and fall of each year, price per lawn aeration (one per calendar year). The original invoice shall be sent to:

Michigan Department of Transportation
Coloma Transportation Service Center
3880 Red Arrow Highway
Benton Harbor, Michigan 49022

CONTRACT ADMINISTRATOR

The Contract Administrator is Lew Fudge, Southwest Regional Office. The telephone number is: (269) 337-3928.

BERRIEN COUNTY - CONTRACT # 071B6200038

WATERVLIET REST AREA (706)
REST AREA # R 706 – Located on Westbound I-94 at mile marker 42, Watervliet MI.

ITEM DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT COST	TOTAL COST
Rest Area Janitorial and Maintenance	Per Week	156	$1,041.00	$162,396.00
Lawn Maintenance	Per Cycle	75	$200.00	$15,000.00
Spring/Fall Cleanup	Per Cleanup	06	$425.00	$2,550.00
Lawn Aeration	Per Year	03	$30.00	$90.00
Weed Control	Per Each	06	300.00	$1,800.00
Fertilization	Per Each	06	$510.00	$3,060.00
			Location Total	**$184,896.00**

COLOMA REST AREA (723)
REST AREA # R723 - Located on eastbound I-94 at mile marker 35, Coloma MI.

ITEM DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT COST	TOTAL COST
Rest Area Janitorial and Maintenance	Per Week	156	$1,010.00	$157,560.00
Lawn Maintenance	Per Cycle	75	$200.00	$15,000.000
Spring/Fall Cleanup	Per Cleanup	06	$425.00	$2,550.00
Lawn Aeration	Per Year	03	$30.00	$90.00
Weed Control	Per Each	06	$330.00	$1,980.00
Fertilization	Per Each	06	$561.00	$3,366.00
			Location Total	**$180,546.00**

FRED JONAS ROADSIDE PARK (#P19)
FRED JONAS ROADSIDE PARK # P19 - Located on east side of M-140,
2.5 miles south of eastbound I-94 Watervliet, Michigan in Berrien County.

ITEM DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT COST	TOTAL COST
Rest Area Janitorial and Maintenance	Per Week	90	$90.00	$8,100.00
Lawn Maintenance	Per Cycle	60	$50.00	$3,000.00
Spring/Fall Cleanup	Per Cleanup	06	$150.00	$900.00
Lawn Aeration	Per Year	03	$30.00	$90.00
Weed Control	Per Each	06	$30.00	$180.00
Fertilization	Per Each	06	$51.00	$306.00
			Location Total	**$12,576.00**

BERRIEN COUNTY BILLING

The Contractor shall submit the monthly invoice for services rendered. The billing shall be at the contract bid price per week for rest area maintenance, price per cycle for lawn care, price per cleanup for the spring and fall of each year, price per lawn aeration (one per calendar year). The original invoice shall be sent to:

Michigan Department of Transportation
Coloma Transportation Service Center
3880 Red Arrow Highway
Benton Harbor, Michigan 49022

CONTRACT ADMINISTRATOR

The Contract Administrator is Trace Plummer, Coloma Transportation Service Center. The telephone number is: (269) 849-2394.

CALHOUN COUNTY - CONTRACT # 071B6200040

MARSHALL REST AREA (702)

REST AREA # R 702 – Located on Westbound I-94 at mile marker 112, Calhoun County.

ITEM DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT COST	TOTAL COST
Rest Area Janitorial and Maintenance	Per Week	156	$1,039.00	$162,084.00
Lawn Maintenance	Per Cycle	75	$200.00	$15,000.00
Spring/Fall Cleanup	Per Cleanup	06	$425.00	$2,550.00
Lawn Aeration	Per Year	03	$30.00	$90.00
Weed Control	Per Each	06	$210.00	$1,260.00
Fertilization	Per Each	06	$357.00	$3,942.00
			Location Total	**$184,926.00**

BATTLE REST AREA (703)

REST AREA # R703 - Located on Eastbound I-94 at mile marker 95, Calhoun County.

ITEM DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT COST	TOTAL COST
Rest Area Janitorial and Maintenance	Per Week	156	$1,245.00	$194,220.00
Lawn Maintenance	Per Cycle	75	$180.00	$13,500.00
Spring/Fall Cleanup	Per Cleanup	06	$425.00	$2,550.00
Lawn Aeration	Per Year	03	$30.00	$90.00
Weed Control	Per Each	06	$280.00	$1,680.00
Fertilization	Per Each	06	$459.00	$2,754.00
			Location Total	**$214,794.00**

BILLING

The Contractor shall submit the monthly invoice for services rendered. The billing shall be at the contract bid price per week for rest area maintenance, price per cycle for lawn care, price per cleanup for the spring and fall of each year, price per lawn aeration (one per calendar year). The original invoice shall be sent to:

Michigan Department of Transportation
Marshall Transportation Service Center
15300 west Michigan Ave
Marshall, Michigan 49068

CONTRACT ADMINISTRATOR

The Contract Administrator is Lew Fudge, Southwest Regional Office. The telephone number is: (269) 337-3928.

KALAMAZOO COUNTY - CONTRACT # 071B6200041

GALESBURG REST AREA (704)
REST AREA # R 704 – Located on Westbound I-94 at mile marker 85, Kalamazoo County.

ITEM DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT COST	TOTAL COST
Rest Area Janitorial and Maintenance	Per Week	156	$991.00	$154,596.00
Lawn Maintenance	Per Cycle	75	$280.00	$21,000.00
Spring/Fall Cleanup	Per Cleanup	06	$450.00	$2,700.00
Lawn Aeration	Per Year	03	$30.00	$90.00
Weed Control	Per Each	06	$540.00	$3,240.00
Fertilization	Per Each	06	$918.00	$5,508.00
			Location Total	**$187,134.00**

PLAINWELL REST AREA (709)
REST AREA # R709 - Located on southbound US-131 at mile marker 45.

ITEM DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT COST	TOTAL COST
Rest Area Janitorial and Maintenance	Per Week	156	$957.00	$149,292.00
Lawn Maintenance	Per Cycle	75	$180.00	$13,500.00
Spring/Fall Cleanup	Per Cleanup	06	$425.00	$2,550.00
Lawn Aeration	Per Year	03	$30.00	$90.00
Weed Control	Per Each	06	$240.00	$1,440.00
Fertilization	Per Each	06	$408.00	$2,448.00
			Location Total	**$169,320.00**

BILLING

The Contractor shall submit the monthly invoice for services rendered. The billing shall be at the contract bid price per week for rest area maintenance, price per cycle for lawn care, price per cleanup for the spring and fall of each year, price per lawn aeration (one per calendar year). The original invoice shall be sent to:

Michigan Department of Transportation
KalamazooTransportation Service Center
5372 South 9th Street
Kalamazoo MI 49009

CONTRACT ADMINISTRATOR

The Contract Administrator is Lew Fudge, Southwest Regional Office. The telephone number is: (269) 337-3928.