

**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 10, 2009

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B6200200**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Brian Salter</b> <b>11405W County Road 437</b> <b>Manistique, MI 49854</b>	TELEPHONE (906) 573-2896 <b>Brian Salter</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1218 <b>Brandon Samuel</b>
Contract Compliance Inspector: Douglas Noble (906) 786-1830 Ext. 353 <b>Janitorial and Grounds Maintenance Services – Superior Region</b> <b>Garden Corners Roadside Park – Delta County – MDOT</b>	
CONTRACT PERIOD: From: <b>April 1, 2006</b> To: <b>March 31, 2010</b>	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

**NATURE OF CHANGE(S):**

Effective November 6, 2009, this Contract is INCREASED \$9,119.39 to maintain the janitorial services until March 31, 2010.

**AUTHORITY/REASON:**

Per request of Agency, (PRF from MDOT dated 10/12/09), and DMB/Purchasing Operations' approval.

**INCREASE:           \$9,117.39**

**CURRENT AUTHORIZED SPEND LIMIT:           \$199,927.59**

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

March 20, 2009

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B6200200**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Brian Salter</b> <b>11405W County Road 437</b> <b>Manistique, MI 49854</b>	TELEPHONE (906) 573-2896 <b>Brian Salter</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1218 <b>Brandon Samuel</b>
Contract Compliance Inspector: Douglas Noble (906) 786-1830 Ext. 353 <b>Janitorial and Grounds Maintenance Services – Superior Region</b> <b>Garden Corners Roadside Park – Delta County – MDOT</b>	
CONTRACT PERIOD: From: <b>April 1, 2006</b> To: <b>March 31, 2010</b>	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

**NATURE OF CHANGE(S):**

Effective March 20, 2010, the State exercises one option year of the Contract, making the new Contract expiration date March 31, 2010. Funds in the amount of \$40,839.60 are hereby added to this Contract.

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

**AUTHORITY/REASON:**

Per agency request (PRF dated 2/12/09), Contractor agreement (letter dated 12/30/08) and DMB/Purchasing Operations' approval.

**REVISED CURRENT AUTHORIZED SPEND LIMIT REMAINS:                   \$190,810.20**

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

May 3, 2006

NOTICE  
TO  
CONTRACT NO. 071B6200200  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR  <b>Brian Salter</b> <b>11405W County Road 437</b> <b>Manistique, MI 49854</b>	TELEPHONE (906) 573-2896 <b>Brian Salter</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1916 <b>Jim Wilson</b>
Contract Compliance Inspector: Douglas Noble (906) 786-1830 Ext. 353 <b>Janitorial and Grounds Maintenance Services – Superior Region</b> <b>Garden Corners Roadside Park – Delta County - MDOT</b>	
CONTRACT PERIOD: From: <b>April 1, 2006</b> To: <b>March 31, 2009</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

The terms and conditions of this Contract are those of ITB #071I6200031, 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: \$149,970.60

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

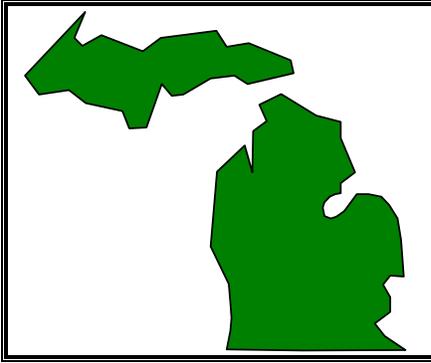
**CONTRACT NO. 071B6200200  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>Brian Salter          11405W County Road 437          Manistique, MI 49854</b>	TELEPHONE (906) 573-2896 <b>Brian Salter</b> VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-1916 <b>Jim Wilson</b>
Contract Compliance Inspector: Douglas Noble (906) 786-1830 Ext. 353 <b>Janitorial and Grounds Maintenance Services – Superior Region          Garden Corners Roadside Park – Delta County - MDOT</b>	
CONTRACT PERIOD: From: <b>April 1, 2006</b> To: <b>March 31, 2009</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION: <b>The terms and conditions of this Contract are those of ITB #071I6200031, 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.</b>  <b>Estimated Contract Value:            \$149,970.60</b>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I6200031. Orders for delivery may 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.**

<p><b>FOR THE VENDOR:</b></p> <p style="text-align: center;"><b>Brian Salter</b>          _____          Firm Name</p> <p style="text-align: center;">_____          Authorized Agent Signature</p> <p style="text-align: center;">_____          Authorized Agent (Print or Type)</p> <p style="text-align: center;">_____          Date</p>	<p><b>FOR THE STATE:</b></p> <p style="text-align: center;">_____          Signature  <b>Kristi L. B. Thompson, Director</b>          _____          Name/Title  <b>Services Division, Purchasing Operations</b>          _____          Title</p> <p style="text-align: center;">_____          Date</p>
---	---



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

**CONTRACT NO. 071B6200200**

**Janitorial & Grounds Maintenance Services  
Rest Areas & Roadside Parks  
for  
Department of Transportation  
Superior Region – Delta County**

**Buyer Name: Jim Wilson  
Telephone Number: (517) 241-1916  
E-Mail Address: [wilsonj4@michigan.gov](mailto:wilsonj4@michigan.gov)**



**Janitorial Service and Grounds Maintenance – Superior Region- Delta County**

**Article 1 – Statement of Work (SOW)..... 6**

1.0 Introduction ..... 6

**1.001 DEFINING DOCUMENT..... 6**

**1.002 PROJECT TITLE AND DESCRIPTION ..... 6**

**1.003 PROJECT CONTROL ..... 6**

**1.004 COMMENCEMENT OF WORK..... 6**

1.1 Product Quality..... 6

**1.101 SPECIFICATIONS..... 6**

**1.102 TRAINING AND DEVELOPMENT ..... 7**

**1.103 QUALITY ASSURANCE PLAN ..... 7**

**1.104 RESERVED FOR WARRANTY FOR PRODUCTS OR SERVICES..... 8**

1.2 Service Capabilities..... 8

**1.201 RESERVED FOR CUSTOMER SERVICE/ORDERING ..... 8**

**1.202 RESERVED FOR TRAINING ..... 8**

**1.203 RESERVED FOR REPORTING ..... 8**

**1.204 SPECIAL PROGRAMS ..... 8**

**1.205 RESERVED FOR SECURITY ..... 8**

1.3 Delivery Capabilities..... 8

**1.301 RESERVED FOR TIME FRAMES..... 8**

**1.302 RESERVED FOR MINIMUM ORDER ..... 8**

**1.303 RESERVED FOR PACKAGING ..... 8**

**1.304 RESERVED FOR PALLETIZING..... 8**

**1.305 RESERVED FOR DELIVERY TERM ..... 8**

**1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION ..... 8**

1.4 Project Price..... 8

**1.401 PROPOSAL PRICING..... 8**

**1.402 QUICK PAYMENT TERMS ..... 8**

**1.403 PRICE TERM..... 9**

1.5 Reserved for Quantity term..... 9

1.6 Other Terms and Conditions Needed for this Contract..... 9

**Article 2 – General Terms and Conditions ..... 10**

2.0 Introduction ..... 10

**2.001 GENERAL PURPOSE..... 10**

**2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR ..... 10**

**2.003 NOTICE ..... 10**

**2.004 CONTRACT TERM ..... 10**

**2.005 GOVERNING LAW..... 11**

**2.006 APPLICABLE STATUTES..... 11**

**2.007 RELATIONSHIP OF THE PARTIES ..... 12**

**2.008 HEADINGS..... 12**

**2.009 MERGER ..... 12**

**2.010 SEVERABILITY..... 12**

**2.011 SURVIVORSHIP..... 12**

**2.012 NO WAIVER OF DEFAULT ..... 12**

**2.013 PURCHASE ORDERS ..... 12**

2.1 Vendor/Contractor Obligations..... 12

**2.101 ACCOUNTING RECORDS ..... 12**

**2.102 NOTIFICATION OF OWNERSHIP ..... 13**

**2.103 RESERVED ..... 13**

**2.104 RESERVED ..... 13**

**2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) - RESERVED ..... 13**

**2.106 PREVAILING WAGE - RESERVED..... 13**

**2.107 PAYROLL AND BASIC RECORDS..... 13**

**2.108 COMPETITION IN SUB-CONTRACTING..... 14**

**2.109 CALL CENTER DISCLOSURE..... 14**



2.2 Contract Performance ..... 14

    2.201 TIME IS OF THE ESSENCE ..... 14

    2.202 CONTRACT PAYMENT SCHEDULE ..... 14

    2.203 POSSIBLE PROGRESS PAYMENTS ..... 14

    2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered) ..... 14

    2.205 ELECTRONIC PAYMENT AVAILABILITY ..... 15

    2.206 PERFORMANCE OF WORK BY CONTRACTOR - RESERVED ..... 15

2.3 Contract Rights and Obligations ..... 15

    2.301 INCURRING COSTS ..... 15

    2.302 CONTRACTOR RESPONSIBILITIES ..... 15

    2.303 ASSIGNMENT AND DELEGATION ..... 15

    2.304 TAXES ..... 16

    2.305 INDEMNIFICATION ..... 16

    2.306 LIMITATION OF LIABILITY ..... 18

    2.307 CONTRACT DISTRIBUTION ..... 18

    2.308 FORM, FUNCTION, AND UTILITY ..... 18

    2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION ..... 18

    2.310 PURCHASING FROM OTHER STATE AGENCIES - RESERVED ..... 19

    2.311 TRANSITION ASSISTANCE ..... 19

    2.312 RESERVED ..... 19

    2.313 RESERVED ..... 19

    2.314 WEBSITE INCORPORATION ..... 19

2.4 Contract Review and Evaluation ..... 19

    2.401 CONTRACT COMPLIANCE INSPECTOR ..... 19

    2.402 PERFORMANCE REVIEWS ..... 19

    2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS ..... 19

2.5 Quality and Warranties ..... 20

    2.501 PROHIBITED PRODUCTS ..... 20

    2.502 QUALITY ASSURANCE - RESERVED ..... 20

    2.503 INSPECTION - RESERVED ..... 20

    2.504 GENERAL WARRANTIES - RESERVED ..... 20

    2.505 CONTRACTOR WARRANTIES - RESERVED ..... 20

    2.506 STAFF ..... 20

    2.507 RESERVED ..... 20

    2.508 EQUIPMENT WARRANTY - RESERVED ..... 20

    2.509 RESERVED ..... 20

2.6 Breach of Contract ..... 20

    2.601 BREACH DEFINED ..... 20

    2.602 NOTICE AND THE RIGHT TO CURE ..... 20

    2.603 EXCUSABLE FAILURE ..... 21

2.7 Remedies ..... 21

    2.701 CANCELLATION ..... 21

    2.702 RIGHTS UPON CANCELLATION ..... 22

    2.703 LIQUIDATED DAMAGES ..... 25

    2.704 STOP WORK ..... 25

    2.705 SUSPENSION OF WORK ..... 26



2.8 Changes, Modifications, and Amendments ..... 26

**2.801 APPROVALS..... 26**

**2.802 TIME EXTENTIONS ..... 26**

**2.803 MODIFICATION..... 27**

**2.804 AUDIT AND RECORDS UPON MODIFICATION ..... 27**

**2.805 CHANGES ..... 27**

**3.000 WORKPLACE DISCRIMINATION ..... 28**

**4.000 LABOR RELATIONS ..... 28**

**5.000 LIABILITY INSURANCE ..... 28**

**6.000 WORK PLAN (STAFFING AND SUB-CONTRACTORS) ..... 31**

**7.000 HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION ..... 31**

**8.000 EQUIPMENT AND SUPPLIES..... 32**

**Attachments:**

- General Specifications**
- Specifications – Contract Locations**
- Pricing Sheet**



## **Article1 – Statement of Work (SOW)**

### **1.0 Introduction**

#### **1.001 DEFINING DOCUMENT**

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

#### **1.002 PROJECT TITLE AND DESCRIPTION**

The purpose of this contract is for Janitorial Services and Grounds Maintenance for the Department of Transportation (MDOT) for some of the Counties that reside in MDOT Superior Region.

If any part of the Specific Requirements appears to be excessive, with respect to the overall outcome desired by the State, please notify the Buyer in writing for consideration of a possible change to the requirements (see 3.001).

#### **1.003 PROJECT CONTROL**

##### Project Control

- a. The Contractor will carry out this project under the direction and control of the MDOT.
- b. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet monthly as a minimum, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.
- c. Within five (5) working days of the award of the Contract, the Contractor will submit to the MDOT project director for final approval a work plan, which must include the following:

The Contractor's project organizational structure.

- (1) The Contractor'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**

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

### **1.1 Product Quality**

#### **1.101 SPECIFICATIONS**

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



### 1.102 TRAINING AND DEVELOPMENT

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

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

1. Qualifications of instructors, supervisors and/or job coaches responsible for training and development.
2. Task analysis identifying knowledge and skills required for each custodial/janitorial activity.
3. Training objectives and methods of verifying competency of all contractor personnel.

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

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

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

### 1.103 QUALITY ASSURANCE PLAN

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

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



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

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

#### **1.104 RESERVED FOR WARRANTY FOR PRODUCTS OR SERVICES**

### **1.2 Service Capabilities**

#### **1.201 RESERVED FOR CUSTOMER SERVICE/ORDERING**

#### **1.202 RESERVED FOR TRAINING**

See Section 1.102

#### **1.203 RESERVED FOR REPORTING**

#### **1.204 SPECIAL PROGRAMS**

The State is interested in any other special programs that vendor's may have.

#### **1.205 RESERVED FOR SECURITY**

### **1.3 Delivery Capabilities**

#### **1.301 RESERVED FOR TIME FRAMES**

#### **1.302 RESERVED FOR MINIMUM ORDER**

#### **1.303 RESERVED FOR PACKAGING**

#### **1.304 RESERVED FOR PALLETIZING**

#### **1.305 RESERVED FOR DELIVERY TERM**

#### **1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION**

### **1.4 Project Price**

#### **1.401 PROPOSAL PRICING**

Contractor shall 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.

**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 Other Terms and Conditions Needed for this Contract**

See attachments



## **Article 2 – General Terms and Conditions**

### **2.0 Introduction**

#### **2.001 GENERAL PURPOSE**

The **Contract is for Janitorial Service and Grounds Maintenance for the State of Michigan and MDOT for Chippewa, Delta, Luce and Mackinac Counties** (refer to Attachments 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: Jim Wilson  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 241-1916  
wilsonj4@michigan.gov

#### **2.003 NOTICE**

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

#### **2.004 CONTRACT TERM**

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately April 1, 2006 through April 1, 2009.



**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 (CWHSSA) 40 USCS § 327, et seq.

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

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

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

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

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

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

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

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

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

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

Sherman Act, 15 U.S.C.S. § 1 et seq.

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

Clayton Act, 15 U.S.C.S. § 14 et seq.

**2.007 RELATIONSHIP OF THE PARTIES**

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

**2.008 HEADINGS**

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

**2.009 MERGER**

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

**2.010 SEVERABILITY**

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

**2.011 SURVIVORSHIP**

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

**2.012 NO WAIVER OF DEFAULT**

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

**2.013 PURCHASE ORDERS**

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

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 RELIABILITY EVALUATION (PARE) - RESERVED****2.106 PREVAILING WAGE - RESERVED****2.107 PAYROLL AND BASIC RECORDS**

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

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

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

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



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

#### **2.108 COMPETITION IN SUB-CONTRACTING**

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

#### **2.109 CALL CENTER DISCLOSURE**

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

### **2.2 Contract Performance**

#### **2.201 TIME IS OF THE ESSENCE**

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](http://www.cpexpress.state.mi.us).

#### **2.206 PERFORMANCE OF WORK BY CONTRACTOR - RESERVED**

### **2.3 Contract Rights and Obligations**

#### **2.301 INCURRING COSTS**

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

#### **2.302 CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

#### **2.303 ASSIGNMENT AND DELEGATION**

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

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

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



## 2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

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

## 2.305 INDEMNIFICATION

### General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

### Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties)



incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

#### Code Indemnification

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

#### Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

#### Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

#### Indemnification Procedures

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

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



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

### **2.306 LIMITATION OF LIABILITY**

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

### **2.307 CONTRACT DISTRIBUTION**

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

### **2.308 FORM, FUNCTION, AND UTILITY**

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

### **2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

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

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

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to **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.** See attachments for Contract Compliance Inspector information.

**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, workaroud plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaroud plans or other means.

## 2.7 Remedies

### 2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

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

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



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

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

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

## 2.702 RIGHTS UPON CANCELLATION

### A. Rights and Obligations Upon Termination

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



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

- (2) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for partially completed Deliverables, on a percentage of completion basis. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (3.) If any such termination by the State is for cause, the State shall have the right to set-off against any amounts due Contractor the amount of any damages for which Contractor is liable to the State under this Contract or pursuant to law or equity.
- (4.) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Services under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

#### **B. Termination Assistance**

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

#### **C. Reservation of Rights**

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

#### **D. End of Contract Transition**

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



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

#### **E. Transition out of this Contract**

- (1) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the Contractor agrees to perform the following obligations, and any others upon which the State and the Contractor agree:
  - (i) Cooperating with any contractors, vendors, or other entities with whom the State contracts to meet its telecommunication needs, for at least two hundred and seventy (270) days after the termination of this Contract;
  - (ii) Reserved.
  - (iii) Providing the State with all asset management data generated from the inception of this Contract through the date on which this Contract is terminated, in a comma-delimited format unless otherwise required by the Program Office;
  - (iv) Reconciling all accounts between the State and the Contractor;
  - (v) Allowing the State to request the winding up of any pending or ongoing projects at the price to which the State and the Contractor agreed at the inception of the project;
  - (vi) Freezing all non-critical software changes;
  - (vii) Notifying all of the Contractor's subcontractors of procedures to be followed during the transition out phase;
  - (viii) Assisting with the communications network turnover, if applicable;
  - (ix) Assisting in the execution of a parallel operation until the effective date of termination of this Contract



- (x) Answering questions regarding post-migration services;
  - (xi) Delivering to the State any remaining owed reports and documentation still in the Contractor's possession.
- (2) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:
- (i) Reconciling all accounts between the State and the Contractor;
  - (ii) Completing any pending post-project reviews.

### 2.703 LIQUIDATED DAMAGES

- 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.



### 3.000 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.

### 4.000 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.

The Contractor represents and warrants that the company does not appear in the current register of employers failing to correct an unfair labor practice.

### 5.000 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](http://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.

**6.000 WORK PLAN (STAFFING AND SUB-CONTRACTORS)**

- a) The Contractor must be able to provide appropriate staff to properly service the Contract. Contractor shall discuss the personnel that will be assigned to the Contract. Include the number of executive and professional personnel by skill and qualification. Show where these personnel will be physically located during the Contract. Identify key individuals by name and title.

Also, include in your work plan:

1. Number of employees and proposed man-hours
  2. Starting hourly wage per employee
  3. Hourly wage per supervisor.
  4. List any incentive programs designed to decrease employee turnover or to increase employee productivity. (For example: Health benefits, attendance bonus, employee performance rewards, etc.)
  5. Submit a resume for all key project personnel (supervisors, account managers, etc.)
- b) Provide a complete description of how you intend to accomplish the work described in this ITB. What tasks or responsibilities will be assigned to each employee assigned to the project. Be specific and include number of employees that possess the necessary skills required to provide janitorial services at this location. The work plan must indicate the number of employees and man-hours needed to ensure that contract specifications are met. Also, the plan must indicate the Contractor's ability to ensure that adequate, competent supervision is accessible to the employees at all times. Also describe in the work plan a contingency plan when staff assigned can not provide the service. Also include a contingency plan during inclement weather. Include in your work plan if supervisor assist in any cleaning tasks.

List all subcontractors; include firm name and address, contact person, complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

**7.000 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.
- c. Chemical Spills. The Contractor shall provide a plan addressing incidental and emergency spills of any chemicals brought on-site.
- a. 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.

## 8.000 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.



**MICHIGAN DEPARTMENT OF TRANSPORTATION  
GENERAL MAINTENANCE REQUIREMENTS & SPECIFICATIONS  
JANITORIAL & GROUNDS MAINTENANCE SERVICES  
REST AREAS & ROADSIDE PARKS**

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

#### DEFINITIONS

DMB-OOP or DMB Acquisition Services refers to the State of Michigan, Department of Management and Budget, Office of Purchasing. The DMB-OOP is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein. DMB-OOP 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.**

The CCI will be identified in the Contract. Inspection and direction by the CCI or his appointed representative shall not be considered as direct control of the individual workers and their work. The direct control shall be solely the responsibility of the contractor.

#### ISSUING OFFICE

This contract is issued by the State of Michigan, Department of Management and Budget (DMB), Office of Purchasing, hereafter known as the Office of Purchasing (OOP), for the State of Michigan and the Department of Transportation (MDOT). Where actions are a combination of those of the OOP and MDOT, the authority will be known as the State.

The DMB-OOP is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein. DMB-OOP is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms and conditions of this ITB and any contract(s) awarded as the result of this invitation to bid (ITB). The DMB-OOP will remain the sole point of contact throughout the procurement process, until such time as the Director of Purchasing shall direct otherwise in writing. All communications concerning this procurement must be addressed to: **DMB Buyer Specialist, 2<sup>nd</sup> Floor, Mason Building, P O Box 30686, Lansing, MI 48909.**

**AWARD**

Upon written notification of contract award by the DMB-OOP, the contractor shall submit to DMB-OOP all required insurance certificates, and other documentation as may be requested or required hereunder. Upon their receipt, and subsequent approval by DMB-OOP, the Buyer will forward to the contractor a written NOTICE TO PROCEED letter with an executed copy of the contract. Work shall NOT be started until such NOTICE TO PROCEED is received by the contractor.

**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).

**CONTRACT COMPLIANCE ADMINISTRATOR (CCI)**

The Contract Administrator will be identified in the final Contract as they may vary by location.

**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.

**MEASUREMENT AND PAYMENT**

The information contained in this ITB represents a summary of the estimated work to be provided. The bid price submitted must 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 for the following bid items.

**PRE-MAINTENANCE MEETING**

Prior to starting any work for a contract, a meeting will be called by the CONTRACT COMPLIANCE INSPECTOR or his representative to discuss contract provisions. The contractor's designated supervisor shall be identified at this meeting. MDOT contact personnel and phone numbers will also be identified at this time. Reports (forms provided by MDOT) shall be distributed and discussed during this meeting.

**SUBCONTRACTING AND PRIME CONTRACTOR RESPONSIBILITIES**

No subcontractor may be assigned to this contract without prior approval of the DMB – OOP/ ACQUISITION SERVICES.

The Prime Contractor 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.**

#### 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.

#### 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 OOP.

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-OOP/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.

## 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.

## 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.**

## 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.



## 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.

- 1) 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.
- 2) No contractor's vehicle will be allowed on sidewalk and lawn areas. Parking area will be designated by MDOT.
- 3) 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.
- 4) **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.**
- 5) Contractor's employees shall be able to understand and speak the English language.
- 6) Contractor to furnish:
  - a. All transportation for his employees.
  - b. All maintenance equipment necessary to carry out the requirements of the contract.
  - c. Adequate and proper training for all employees.
- 7) 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.
- 8) 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.
- 9) The Contractor shall have separate crews for mowing and janitorial services. Personnel assigned to janitorial duties shall not perform mowing tasks.

## 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.

## 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.

## 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.

#### **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.

#### **REFERENCES**

In the event of an award, the Contractor may be required to furnish references from recognized companies for whom they are now rendering comparable service. This condition may be waived if Contractor is currently holding State contract for equal service.

#### **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.

## 29. 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.

A. In addition to what is outlined in the General Conditions, the Contractor shall furnish:

1. Maintenance equipment, gardening and watering equipment for maintaining landscape beds and be responsible for the maintenance thereof.
2. 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**
3. Adequate, proper training for all attendants.



4. All supplies used by the public and materials necessary for cleaning. Supplies and materials purchased must meet specifications outlined in the "Approved Material List".
  5. **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.
- B. Materials and Supplies:
1. The contractor shall be required to submit a complete list, at the pre-maintenance meeting, of the name and product number, of all supplies to be used in fulfilling this contract. MDOT reserves the right to accept or reject these items. An acceptable substitute must be immediately furnished for any rejected item. A current MATERIAL SAFETY DATA SHEET (MSDS) for each product must be kept in a notebook at the rest area at all times as required by OSHA's Hazard Communication Standard, 29 CFR 1910.1200. **No flammable liquids shall be stored inside the rest area building.**
  2. Contractor shall supply MDOT with quantities of each material used at the end of each contract year.
- C. Report any vandalism, illegal dumping, and any non-pickup to the CONTRACT COMPLIANCE INSPECTOR.
- D. 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.

#### 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.

**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.

**PAYMENT**

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



**MICHIGAN DEPARTMENT OF TRANSPORTATION  
REST AREA & ROAD SIDE PARK  
GENERAL REST AREA BUILDING JANITORIAL SPECIFICATIONS**

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

**1. 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 **ATTENDANT** shall be worn by all employees at all times when working within rest area buildings and grounds.

**2. 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.

### 3. 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.

Procedures for implementing the above:

- A. 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.
- B. 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.
- C. Should a third non-staffed condition occur, a written notice of termination will be sent to the contractor.

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

### 4. 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 and working 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**

**5. PAYMENT**

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

**6. APPROVED MATERIALS – REFER TO MDOT APPROVED MATERIALS LIST.**



### 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
<b>Toilet Paper</b>	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	
<b>Liquid Hand Soap</b>	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
<b>Plastic Bag Barrel Liners (55gal)</b>	All large trash barrels	55 gal. Capacity, minimum size 36" x 60", mil thickness .16	4500 Bags
<b>Plastic Bag Barrel Liners (33gal)</b>	Trash Cans	33 gal. Capacity, minimum size 33" x 40", mil thickness .43	1000 Bags
<b>Sanitary Napkin Disposal Bag</b>	Sanitary Napkin Receptacles	Approved dispenser liner that fits properly	6000 Bags
<b>Glass Cleaner</b>	All glass and mirrored surfaces	Liquid spray, formula designed or cleaning glass and mirrors, non-abrasive	60 Gallons
<b>Toilet Bowl and Urinal Cleaner</b>	To disinfect inside of urinals, bowls, flushing cavities	E.P.A. Approved 9% HCl acid base bowl cleaner	250 Gallons
<b>Rotary Floor Machine – Liquid Cleaner</b>	To clean tile floors one per month	E.P.A. Approved 20-36% phosphoric acid base cleaner	15 Gallons
<b>Liquid Detergent – Synthetic Disinfectant</b>	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
<b>Stainless Steel Cleaner</b>	To clean metal surfaces	Safe for metals, non-scouring product	3 Gallons
<b>De-icing Chemical</b>	To remove ice for use on sidewalks and entrances	Calcium Chloride or product approved by MDOT designated representative	4000 Pounds
<b>Marker/Vandal Remover</b>	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
<b>Latex Gloves</b>	To be used when cleaning facility	Quality latex gloves	24 Pair
<b>Personal Eye Wash</b>	To be readily available and accessible when using cleaning products	23-oz. Polyethylene eye wash bottle	1-2 Bottles
<b>Wet Floor Signs</b>	To be placed in areas being cleaned when needed	Approved plastic yellow folding signs	3 Signs



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



**MICHIGAN DEPARTMENT OF TRANSPORTATION  
REST AREA & ROAD SIDE PARK**

**GENERAL GROUNDS / LAWN CARE AND FLOWER BED SPECIFICATIONS**

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.

**1. 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.

**2. 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.

**3. DAMAGES**

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

Costs associated with damages caused by the Contractor to plant material will be assessed based on current Michigan Forestry and 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.

**4. COORDINATION WITH OTHER ACTIVITIES**

**The contractor shall use discretion when mowing near the public. The lawn maintenance cycle shall begin on vacated grounds first, 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.



## 5. 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.

## 6. LAWN MAINTENANCE CYCLE

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

A lawn maintenance cycle shall be completed approximately once a week. There will be approximately 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.

## 7. 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.

## 8. 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.

## 9. 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.

## 10. 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.

## 11. 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.**

**12. 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.

**13. HERBICIDES**

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

**14. 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 - 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 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 - 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 USE 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 15<sup>th</sup> 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 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.



## 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 13<sup>th</sup> - September 30<sup>th</sup> each year of the contract.**

The **nitrogen fertilizer for the September 13<sup>th</sup> - September 30<sup>th</sup> 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 all 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.

**BID ITEM**

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.

<u>BID ITEM</u>	<u>UNIT</u>
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.

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.



**SPECIFICATIONS  
GENERAL GROUNDS AND FLOWER BED REQUIREMENTS**

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 15<sup>th</sup> 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)**
  - c. After frost has blackened the tops of the annuals, remove plants roots and all, from the beds and rake smooth.



**DETAIL SHEET  
DELTA COUNTY  
GARDEN CORNERS LOCATION**

This contract is for the general janitorial/ground maintenance, lawn maintenance, and spring/fall cleanup of the following described Michigan Department of Transportation Rest Area located near Garden Corners in Delta County as outlined in this contract:

**REST AREA # R 247 – LOCATED ON US-2 NEAR GARDEN CORNERS**

**CONTRACT PERIOD**

The CONTRACT PERIOD shall be from April 1, 2006 through April 1, 2009 - with the option of two each one year options to extend.

**MEASUREMENT AND PAYMENT**

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

<u>BID ITEM</u>	<u># UNITS</u>	<u>PAY UNIT</u>
1. REST AREA JANITORIAL/ GROUNDS MAINTENANCE	PER WEEK	156
2. LAWN MAINTENANCE	PER CYCLE	72

**TEMPORARY CLOSING AND SEASONAL CLOSURE**

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

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

**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 janitorial/grounds maintenance, price per cycle for lawn care, price per cleanup for the spring/fall of each year. The original invoice shall be sent to:

Michigan Department of Transportation  
Escanaba Transportation Service Center  
1818 Third Ave North  
Escanaba, MI 49829

**CONTRACT ADMINISTRATOR**

The Contract Administrator is Douglas Noble, Escanaba TSC Maintenance Coordinator or his designated representative. The telephone number is: (906) 786-1830, Extension 353.

**HOURS OF WORK**

The Contractor shall have an employee on site during the hours of 6:00 a.m. to 10:00 a.m. and 2:00 p.m. to 6:00 p.m. seven days a week: except that the hours of coverage shall be 6:00 a.m. to 7:00 p.m. for the Holiday Work Schedule noted below. If the option years are exercised a holiday coverage schedule for any additional years will be provided.

2005 May 27, 28, 29, 30  
July 1, 2, 3, 4  
September 2, 3, 4, 5

2006 May 26, 27, 28, 29  
July 1, 2, 3, 4  
September 1, 2, 3, 4

2007 May 25, 26, 27, 28  
July 1, 2, 3, 4  
August 31, September 1, 2, 3

\* During the above dates, the Contractor shall provide one (1) male employee to maintain the men's restroom, and one (1) female employee to maintain the woman's restroom at the rest area between the hours listed above.

**REST AREA MOWING**

It is preferred that the Contractor have separate crews for mowing and janitorial services. If personnel performing janitorial duties are assigned mowing related duties, hours of mowing related activities will be limited to between 10:00 a.m. to 2:00 p.m. and 7:00 p.m. until dusk. Any mowing related duties performed by janitorial personnel outside these hours **will be considered contract non-compliance** and enforced accordingly.

A drawing of the rest area indicating the limits of the mowing will be distributed at the Pre-Bid Meeting.

**TERMS, CONDITIONS, AND ADDITIONAL REQUIREMENTS****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.

- A. The contractor shall coordinate his/her operations with other contractors, MDOT/CRC operations and/or permitted activities. The contractor shall not give keys to individuals other than his/her employees.
- B. No contractor's vehicle will be allowed on lawn areas. Parking area will be designated by MDOT.
- C. 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 be allowed at the rest area.
- D. 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 ADMINISTRATOR). Unauthorized charges will be the responsibility of the contractor and will be deducted from the next invoice.



- E. Contractor's employees shall be able to understand and speak the English language.
- F. 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.
- G. 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 ADMINISTRATOR, is obligated to act at his/her discretion, to prevent threatened damage, injury or loss. He/she shall contact the CONTRACT ADMINISTRATOR immediately of any significant changes in the work or deviations from the contract documents caused thereby.
- H. Any requests for information by any news media organization (newspapers, TV stations, radio, etc.) shall immediately be directed to the CONTRACT ADMINISTRATOR. The contractor and/or his/her employees shall not speak on behalf of MDOT.
- I. The Contractor is required to install and maintain a time clock or other documentation device as approved by the Contract Administrator, at the rest area. This time clock shall be kept in 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

#### 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.

#### 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.

#### SUPERVISION, EMPLOYEE QUALIFICATION AND TRAINING

##### A. 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, **but no less than one (1) hour every day of the contract**. The Contractor shall be responsible for the quality and standards of workmanship completed under this contract, including the work of the all subcontractors.

##### B. 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 Administrator. 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.



**SPECIFICATIONS  
GENERAL MAINTENANCE REQUIREMENTS  
REST AREA BUILDINGS AND GROUNDS**

This specification covers the general maintenance requirements for Rest Area buildings, structures and grounds.

1. **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.

A. In addition to what is outlined in the General Conditions, the Contractor shall furnish:

1. Maintenance equipment, gardening and watering equipment for maintaining landscape beds and be responsible for the maintenance thereof.
2. All snow removal equipment necessary to maintain all sidewalks free from ice and snow including but not limited to:

**Minimum 4 horse power, 4 cycle snow blower**

Snow shovels

Ice scrapers

3. Adequate, proper training for all attendants.
4. All supplies used by the public and materials necessary for cleaning. Supplies and materials purchased must meet specifications outlined in the "Approved Material List".
5. 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 Administrator's request.

B. Materials and Supplies:

1. The contractor shall be required to submit a complete list, at the pre-maintenance meeting, of the name and product number, of all supplies to be used in fulfilling this contract. MDOT reserves the right to accept or reject these items. An acceptable substitute must be immediately furnished for any rejected item. A current MATERIAL SAFETY DATA SHEET (MSDS) for each product must be kept in a notebook at the rest area at all times as required by OSHA's Hazard Communication Standard, 29 CFR 1910.1200. No flammable liquids shall be stored inside the rest area building.
2. Contractor shall supply MDOT with quantities of each material used on pages 22-25, at the end of each contract year.

C. Report any vandalism and illegal dumping to the CONTRACT ADMINISTRATOR.

D. The Contractor shall provide the CONTRACT ADMINISTRATOR with an up to date master list of all employees working at the rest area. The list shall include the supervisor's name and telephone numbers where s/he can be reached 24 hours a day.



## 2. 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. Lawn fertilizing and weed control.
  8. Electrical equipment.
  9. Snow removal on vehicle ramps and parking lots, unless specified elsewhere in this contract.
  10. 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 ADMINISTRATOR or his representative may inspect periodically on weekends.

## 3. ORIENTATION AND TRAINING - REST AREA ONLY

- A. All Contractor supervisor personnel are 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 ADMINISTRATOR 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.

## 4. 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 ADMINISTRATOR. 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.



5. TEMPORARY 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.

6. USE OF HERBICIDES

**The use of herbicides by the Contractor is prohibited for any of the work tasks included in this contract.**

7. PAYMENT

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



**SPECIFICATIONS  
REST AREA BUILDING JANITORIAL CONTRACT**

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

**1. 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 a burned out bulb is replaced in a fixture ALL bulbs in the same fixture shall be replaced. Spent/used metal halide and fluorescent bulbs are not to be thrown in the trash, but should be stored safely on site. Notify the Contract Administrator 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 Administrator. 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 ADMINISTRATOR immediately. The CONTRACT ADMINISTRATOR 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 ADMINISTRATOR.

If necessary and upon the approval of the CONTRACT ADMINISTRATOR 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 "ATTENDANT" shall be worn by all employees at all times when working within rest area buildings and grounds.

**2. MDOT GENERAL RESPONSIBILITIES**

- A. Contractor will be furnished:
1. Keys to the buildings, which must be returned to the CONTRACT ADMINISTRATOR when the contract is completed. MDOT/CRC will withhold final payment until all keys are returned. If not returned MDOT/CRC 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/CRC.



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 (Operation Care) Forms
  - e. Telephone Log

The forms listed in 2(a), (b), (c), & (e) shall be sent to the CONTRACT ADMINISTRATOR at the end of each month. The form noted in 2(d) shall be sent after each such event.

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/CRC 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 Administrator immediately for necessary repairs and replacements, or of any warning lights in the maintenance room.

### 3. 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 \$100.00 for each occurrence.

Procedures for implementing the above:

1. The first time a rest area is not staffed, the CONTRACT ADMINISTRATOR will call for a meeting with the contractor and review the condition and \$100.00 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 \$100.00 will be deducted from the next invoice, if appropriate.
3. Should a third non-staffed condition occur, a written notice of termination will be sent to the contractor.

In the event of such termination, the MDOT/CRC 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.

### 4. WORK SCHEDULE

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

There are three holiday periods that require additional hours of coverage. 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 and working during all hours of coverage.

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

A. Restrooms - Daily

1. Primary cleaning as specified below shall be completed between the hours of 6:00 A.M. to 7:00 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.
  - d. Clean and sanitize all china fixtures.
  - e. Refill toilet tissue dispensers.
  - f. Wash walls around sinks and hand dryers.
  - g. 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. Allow solution to dwell 5 minutes.
- g. Scrub 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 manufacturer's 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 - Weekly

1. Remove entrance grates and sweep debris out of catch basin.

F. 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.

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**

5. PAYMENT

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

6. APPROVED MATERIALS - SEE FOLLOWING PAGES



## APPROVED MATERIALS LIST

Contractor must choose 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.

<u>MATERIAL</u>	<u>USE</u>	<u>SPECIFICATIONS</u>	<u>EST. QUANTITY NEEDED (ANNUAL)</u>
Toilet Paper	Jumbo Toilet Paper Containers	Toilet tissue dispenser roll, single-ply, white, non-perforated, 4" wide, 3" core, 2100/roll 12 rolls/case	125cases
	Regular Toilet Paper Containers	Toilet tissue rolls, bleached, 2 ply wrapped 4 ½" x 4 ½", 1000 sheets/roll 96 rolls/case	
Liquid Hand Soap	All hand soap dispensers	Soap must be mild, liquid and remain viscous at temperatures of 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 ( 55 gal.)	All large trash barrels	55 gal. capacity, minimum size 36" x 60", mil thickness .16	3000 bags
Plastic Bag Liners (33 gal.)	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 for cleaning glass and mirrors, non-abrasive	60 gallons
Toilet Bowl and Urinal Cleaner	To clean disinfect Inside of urinals, bowls flushing cavities	E.P.A. approved 9% HCl acid base bowl cleaner	250 gallons
Rotary Floor Machine - liquid cleaner	To clean tile floors once per month	E.P.A. approved 20-36% phosphoric acid base cleaner	10 gallons



Liquid Detergent Synthetic Disinfectant	To clean disinfect tile floor, walls, partitions sink top, sinks, outside of toilets, urinals, toilet seats, and sanitary napkin disposal containers	E.P.A. registered disinfectant, detergents 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	Use on sidewalks and entrances	Calcium Chloride or product approved by MDOT designated representative	4000 lbs.
Marker/Vandal Remover	Remove pen and marker, ink, pencil and crayon graffiti	Must be safe to use on hard surfaces such as painted brick, tile	12 cans
Latex gloves	Shall be used when cleaning	Quality latex glove	1000 pair
Personal Eye Wash	Shall be readily available when using cleaning products	32-oz. Polyethylene Eye wash bottle	1 bottle
Wet Floor Signs	Shall be placed when needed	Approved plastic yellow folding signs	3signs
Cotton Mops	Mop tile floors	Cotton blend, banded loop (minimum of 2)	24 mop heads
Mop Handle	Hold mop	Plastic grips or speed change heads.	3 handles
Scrub pads	Manually scrub areas not accessible by rotary floor machine	Swivel head, must fit on standard threaded wood handle, bristles shall be made of Dupont "Tynex A"	1 scrub pad
Handles	Hold scrub pad	Standard thread, wood	1handle
Mop Bucket & Wringer	Hold solution and drain mop	Bucket must be on rollers, wringer must match bucket and mop size	1bucket
Floor Squeegees	Push excess liquid into floor drains	24 inch minimum width, rubber tipped	5squeegees



Broom	Sweep dirt and debris from floor	Heavy duty natural corn broom	5 brooms
Window Squeegees and extension	To clean windows	Squeegee designed for window washing with extension as needed	5 squeegees
Toilet Bowl Mop	To clean inside toilet bowl and urinals	Cotton or synthetic mop - no brushes	24 mops
Spray Bottles	Hold various cleaning supplies	Clean plastics, trigger style bottles	10 bottles
Sponges, cloths	Clean surfaces	Cotton cloths, absorbent sponges	10 sponges
175 RPM Rotary Floor machine with 15" brush spread	Scrub quarry tile floors	Must be run on wet floor, machine requirements 175 RPM speed, with 15" brush spread	1 machine
"Zim Grit" rotary brush head	Scrub quarry tile floors	Must fit above mentioned rotary floor machine 15" dia. solid wood back, green color with 40 gauge Tynex nylon filament	1 zim-grit
Portable Pump-up Sprayer	wash walls, partitions	Portable, 3 gal. capacity, plastic tank, with 18" chemical resistant hose with wand, adjustable spray tip, viton seals	1 sprayer
Hose	water flowers	Quality rubber hose with proper fittings	1 hose
Step Ladder		6 foot, OSHA approved	1 ladder
Florescent Bulbs		40 watt	24 Bulbs
Metal Halide Bulbs		100 watt General Electric, Sylvania, or Westinghouse	45 Bulbs
Metal Halide Bulbs		50 watt General Electric, Sylvania, or Westinghouse	10 Bulbs
Toilet Plunger	Unplug toilets, urinals		1 plunger
Drain Snake	Unplug drains		1 snake

**TERMS AND CONDITIONS**

**CONTRACT NO. 071B6200200**



Annual Flowers	Use in flower beds	As specified in rest area Flower Planting sheets	app 1800 plants
Peat Mix	Use in flower beds	Sphagnum or Reed Sedge (Michigan Peat is <u>not</u> acceptable)	app. 117 cu. ft.
Fertilizer	Use in flower beds	As specified in rest area Flower Planting sheets	app. 14 lbs



**SPECIFICATIONS  
GENERAL GROUNDS MAINTENANCE REQUIREMENTS**

This specification is for the rest area general grounds maintenance.

**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, **only after shoveling and snowblowing is complete**. All concrete areas, unless otherwise directed by the Contract Administrator, must be kept free of snow and ice 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 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/CRC 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 USE WILL BE ALLOWED.

C. Fall Plant Removal (AS APPROVED BY MDOT)

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

2. PAYMENT

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



## SPECIFICATIONS REST AREA LAWN MAINTENANCE

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

### 1. MOWING SEASON

For the purpose of this specification, the regular mowing season is defined as starting May 15 and ending in mid October - approximately 24 lawn maintenance cycles. Any mowing cycles before May 15 or after October 31 will require PRIOR WRITTEN APPROVAL from the CONTRACT ADMINISTRATOR

### 2. PRE-MOWING MEETING

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

### 3. DAMAGES

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

Costs associated with damages caused by the Contractor to plant material will be assessed based on current Michigan Forestry and 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 Administrator, and shall be a mixture of 30% perennial ryegrass, 45% Kentucky bluegrass, and 25% fine fescue. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to seeding. Seeding will only be allowed from April 15 through May 31, and August 15 through September 30, unless otherwise directed by the Contract Administrator.

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

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

### 4. COORDINATION WITH OTHER ACTIVITIES

**The contractor shall use discretion when mowing near the public. The lawn maintenance cycle shall begin on vacated grounds first, 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/CRC, contract agencies or other contractor may occur during the life of this contract, therefore, the Contractor shall coordinate his operations with other activities as directed by the Contract Administrator.

### 5. EQUIPMENT

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



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

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

Under no circumstances shall MDOT/CRC 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.

#### 6. LAWN MAINTENANCE CYCLE

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

A lawn maintenance cycle shall be completed approximately once a week. There will be approximately 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 Administrator or his representative prior to mowing. Any additional mowing will not be paid for unless approved, and if approved, will be paid for at the contract unit price.

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

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

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

#### 7. 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.

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.



8. 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 administrator.

9. EDGING

Edge along all walks and curb areas with a motorized edger every second mowing. Edging shall be no wider than 1/2 inch from edge of sidewalk/curb to lawn surface. All edging debris shall be removed from the site.

10. HERBICIDES

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

11. 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.

Location: **Garden Corners Rest Area (Delta County)**

<b><u>Bid Item</u></b>	<b><u>Pay Unit</u></b>	<b><u># Units</u></b>	<b><u>Bid per Unit</u></b>	<b><u>3YR Tot</u></b>
Janitorial	Per Week	156	_\$943.35__	_\$147,162.60
Lawn Maintenance	Per Cycle	72	_\$39.00__	_\$2,808.00_
Total Bid				_\$149,970.60