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

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

September 21, 2009

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B9200143
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	TELEPHONE (989) 773-6918 **Alan Schilling**
Mid-Michigan Industries, Inc. **2426 Parkway Drive** **Mt. Pleasant, MI 48858-1163** **aschilling@mmionline.com**	BUYER/CA (517) 241-1218 **Brandon Samuel**
Contract Compliance Inspector: Brenda Will (989) 835-7040 **Janitorial Services–MRO–Bay Region–Department of Human Services – Isabella County Office**	
CONTRACT PERIOD: From: **March 1, 2009**	To: **October 31, 2009**
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

NATURE OF CHANGE(S):

Effective October 31, 2009, Janitorial services for the Isabella County Department of Human Services is hereby CANCELED as this office has moved to a new location.

AUTHORITY/REASON:

Per agency request and DMB/Purchasing Operations' Director cancellation letter dated 9/14/09.

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

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

March 2, 2009

NOTICE
TO
CONTRACT NO. 071B9200143
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Mid-Michigan Industries, Inc.** **2426 Parkway Drive** **Mt. Pleasant, MI 48858-1163** **aschilling@mmionline.com**	TELEPHONE (989) 773-6918 **Alan Schilling** BUYER/CA (517) 241-1218 **Andre' Morrow, C.P.M., CPPB**
Contract Compliance Inspector: Brenda Will (989) 835-7040 **Janitorial Services–MRO–Bay Region–Department of Human Services – Isabella County Office**	
CONTRACT PERIOD: From: **March 1, 2009**	To: **February 28, 2013**
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

The terms and conditions of this Contract are those of RFP #071I9200009, this Contract Agreement, and the vendor's quote dated 11/7/08. In the event of any conflicts between the specifications and terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Current Authorized Spend Limit: $104,084.00

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

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

CONTRACT NO. 071B9200143
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	TELEPHONE (989) 773-6918 **Alan Schilling**
Mid-Michigan Industries, Inc. **2426 Parkway Drive** **Mt. Pleasant, MI 48858-1163** **Aschilling@mmionline.com**	BUYER/CA (517) 241-1218 **Andre' Morrow, C.P.M., CPPB**

Contract Compliance Inspector: Brenda Will (989) 835-7040
Janitorial Services–MRO–Bay Region–Department of Human Services – Isabella County Office

CONTRACT PERIOD: From: **March 1, 2009** To: **February 28, 2013**

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

MINIMUM DELIVERY REQUIREMENTS
N/A

MISCELLANEOUS INFORMATION:

The terms and conditions of this Contract are those of RFP #071I9200009, this Contract Agreement, and the vendor's quote dated 11/7/08. In the event of any conflicts between the specifications and terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Current Authorized Spend Limit: $104,084.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the RFP #071I9200009. Orders for delivery may be issued directly by the Department of Human Services through the issuance of a Purchase Order Form.

FOR THE CONTRACTOR:	**FOR THE STATE:**
Mid-Michigan Industries, Inc. Firm Name	Signature
	Andre' Morrow, C.P.M., CPPB, **Buyer Specialist**
Authorized Agent Signature	Name/Title
	Services Division, Purchasing Operations
Authorized Agent (Print or Type)	Division
Date	Date

STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations

Contract No. **071B9200143**

JANITORIAL SERVICES
FOR
DEPARTMENT OF HUMAN SERVICES (DHS)

ISABELLA COUNTY OFFICE
1475 S BAMBER RD., MT. PLEASANT, MI 48858

Awarded To:

MID MICHIGAN INDUSTRIES (MMI)
2426 PARKWAY DRIVE
MT. PLEASANT, MI 48858-1163

Buyer Name:	Andre' Morrow, C.P.M., CPPB
Telephone Number:	517-241-1218
E-Mail Address:	morrowa@michigan.gov

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ATTACHMENTS

Location Specification Sheets

DEFINITIONS

"Days" means calendar days unless otherwise specified.

"24x7x365" means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

"Additional Service" means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

"Audit Period" has the meaning given in **Section 2.112.**

"Business Day," whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.

"Blanket Purchase Order" is an alternate term for Contract and is used in the States computer system.

"Business Critical" means any function identified in any Statement of Work as Business Critical.

"Chronic Failure" is defined in any applicable Service Level Agreements.

"Deleted – Not Applicable" means that section is not applicable or included in this Contract. This is used as a placeholder to maintain consistent numbering.

"Deliverable" means physical goods and/or commodities as required or identified by a Statement of Work

"DMB" means the Michigan Department of Management and Budget

"Environmentally preferable products" means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

"Excusable Failure" has the meaning given in **Section 2.244.**

"Hazardous material" means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

"Incident" means any interruption in Services.

"ITB" is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential Bidders.

"Key Personnel" means any Personnel designated in **Section 1.031** as Key Personnel.

"New Work" means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

"Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

"Post-Consumer Waste" means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

"Post-Industrial Waste" means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

"Recycling" means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

"Reuse" means using a product or component of municipal solid waste in its original form more than once.

"RFP" means a Request for Proposal designed to solicit proposals for services.

"Services" means any function performed for the benefit of the State.

"Source reduction" means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

"State Location" means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

"Subcontractor" means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

"Unauthorized Removal" means the Contractor's removal of Key Personnel without the prior written consent of the State.

"Waste prevention" means source reduction and reuse, but not recycling.

"Waste reduction", or "pollution prevention" means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

"Work in Progress" means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

"Work Product" refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by the Contract.

Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request
This Contract is for Janitorial Services per the attached Location Specification Sheets (LSS) for the **DHS ISABELLA COUNTY DISTRICT OFFICE LOCATED AT 1475 S BAMBER RD, MT. PLEASANT MI 48858**.

1.012 Background - Reserved

1.020 Scope of Work and Deliverables

1.021 In Scope
The Contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform the services as described in the Location Specification Sheet(s) (LSS). The required objective is to maintain the facility(s) in such a manner that the location provide a clean, healthy, and safe work environment for occupants and visitors of state owned or leased office facilities:

- Lighting fixtures
- Air-vents / registers (the outside)
- Waste-receptacles (including ash-receptacles)
- Restrooms
- Locker-rooms / showers
- Entrance / Lobby
- Elevators
- Corridors (including drinking fountains)
- Stairwells
- Landings
- Garages / loading areas
- Driveways
- Sidewalks
- Recycling
- Rubbish / Waste removal (to dumpster sites)
- Conference / Meeting rooms
- Auditoriums
- Staff Offices / work-stations
- Closets, File, and Storage-rooms
- Floors
- Child Play areas
- Gymnasiums
- Custody / Detention rooms
- Interior Windows (including window treatments such as blinds, etc.)
- Furniture (including desks, tables, cabinets, work-surfaces, upholstery, etc.)
- 1st Floor, exterior windows

1.022 Work and Deliverable
Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the Location Specification Sheets (LSS).

A. **Description of Service**:
Contractor shall perform the task descriptions that follow, which are the minimum acceptable cleaning performance standards under this Agreement:

1. **Carpet /Rug Cleaning**: All carpets/rugs shall be clean, free of spots, gum, crusted material, spillages, and removable stains. There shall be no evidence of "fuzzing" caused by harsh rubbing or brushing of carpet. Carpet cleaning by hot water extraction at a temperature that will kill and eliminate bacteria. Hot water extraction by truck-mount is the preferred method.

2. **Carpet Spot Cleaning:** Buildup, spillage or crusted material shall have been removed along with spots, smears and stains. There shall be no evidence of “fuzzing” caused by harsh rubbing or brushing of carpet. Spot cleaned areas shall blend with adjacent areas.

3. **Carpet Cleaning by Thorough Vacuuming**: Carpets shall be clean and free from dust balls, dirt and other debris; nap on carpet shall lie in one direction upon completion of the vacuuming task. Note: Prior to vacuuming area, move and vacuum under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. After vacuuming, leave all rugs clean, free from dust balls, dirt and other debris. Prior to vacuuming, broom all edges not reached by vacuum. Straight suction vacuuming is not acceptable.

The agency requires that a motor driven Commercial grade vacuum with HEPA filtered exhaust or equipment that meet these standards be used exclusively in all carpeted areas where water and/or snow does not present a problem. Empty dust and dirt from vacuum cleaner into a plastic trash bag, tie off and remove to a Dumpster. As part of the vacuuming process, carpet spot cleaning is required on an ongoing basis.

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

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

6. **Floor Cleaning / Thorough Sweeping**: Floors shall be clean and free of trash and foreign matter. No dirt, dust shall be left in corners, behind radiators, under furniture or behind doors.

7. **Damp Mopping and Spray Buffing:** Floors shall be slip resistant, free of marks, skipped areas, streaks, and map strands. Walls, baseboards and other surfaces shall be free of splashing and marks from the equipment. The finished area should have a uniform luster. There shall be no buildup of finish in corners. Dust mopping must be performed with a treated mop. After sweeping and damp mopping operation, all floors must be clean and free from strings, bristles and dirt streaks. Leave no dirt in corners, behind radiators, under furniture, behind doors, on stairs or landings. Leave no dirt where sweepings were picked up. Leave no dirt, trash, or foreign matter under desks, tables or chairs.

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

9. **Wet Mopping and Buffing:** Floors must be damp mopped and buffed between regular waxing operations. Prepare the floor by sweeping to remove all visible dirt and debris. The floor area will then be damp mopped and machine buffed to a polished appearance with a high-speed buffer.

10. **Damp Wiping:** This task consists of using a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then drying to provide a polished appearance. The wetting solution must contain an appropriate cleaning agent. When damp wiping in toilet areas, use a multi-purpose disinfectant and deodorizer.

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

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

13. **Empty Waste Receptacles:** Empty all containers that are provided for the disposal of waste i.e., waste baskets, torpedo type containers, sanitary napkin disposal bins, boxes, etc. into plastic bags, tie off and remove to dumpster. Dispose of items in waste containers only unless clearly marked for disposal. Liners must be used in all waste receptacles and must be changed as needed and no less than once per month. Waste containers in restrooms; break rooms, lunchrooms and conference rooms must be inspected daily and changed as needed.

14. **Restroom Cleaning:** When the CCI requests restroom cleaning during the day, an approved sign must be placed at the entrance warning tenants that the restroom is closed. A schedule for closing restrooms must be established with the Facility Manager in advance. The CCI prior to any changes made must approve any changes in this schedule.
    a. Fill Dispensers (Restroom Cleaning): Dispensers of all types must be checked daily and filled when necessary (soap, toilet tissue, paper towels, sanitary napkin, etc.).
    b. Dusting (Restroom Cleaning): Completely dust all fixtures, ledges, edges, shelves, exposed pipes, partitions, door frames, tops of file cabinets, etc. Pay particular attention to the tops of these items. An approved dust cloth or dusting tool, treated with water based dust control chemical, must be used. Areas not cleared by office occupant are not to be dusted.
    c. Disinfect (Restroom Cleaning): Clean and disinfect waste receptacles and dispensers inside and outside. Use proper chemicals for surface to be cleaned at proper dilution. After item has been cleaned completely, wipe item with approved *disinfectant solution and allow to air dry.
    d. Clean and Disinfect Sinks (Restroom Cleaning): Thoroughly clean all sinks, including bottom, faucets, and spigots, with approved crème cleanser. Rinse thoroughly as all crème cleanser residues must be removed. Then wipe each item with approved *disinfectant solution and allow to air dry.
    e. Clean Glass and Mirrors (Restroom Cleaning): Thoroughly clean all glass and mirrors using an approved alcohol based glass cleaner. Use a soft, clean cloth. Dry completely. Surface should be streak, smear, and smudge free. Make sure attached frames, edges, and shelve are also cleaned and dried as well as the glass surface. Squeegee may be used as needed.
    f. Clean and Disinfect Toilets and Urinals (Restroom Cleaning): Thoroughly clean toilets, toilet seats, and urinals with approved acid free bowl cleaner, rinse thoroughly. (Approved acid cleaner may not be used more than once per month and should be used on the interior of toilet or urinal only. Great care must be taken to avoid any chrome when acid cleaner is used). Wipe each toilet, toilet seat and urinal completely with approved disinfectant solution. Buff-dry to a streak, smear and smudge free "shine". Leave seats in a raised position.
    g. Clean and Disinfect Walls, Doors, Partitions and Handrails (Restroom Cleaning): Thoroughly clean all walls (including switch and plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved *disinfectant solution and allow to air dry.

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

Note: All disinfectant solutions must be changed after each restroom cleaning. The disinfectant solution used for the damp mopping process is to be emptied down the floor drain in each restroom. This practice will help reduce unpleasant odors coming from the floor drains.

15. **Clean and disinfect Showers, shower walls and stalls (Restroom/Locker Room where applicable)**: Thoroughly clean all showers, including bottom, faucets, and spigots, with approved crème cleanser. Thoroughly clean all walls, floors, (including plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved *disinfectant solution and allow to air dry.

16. **Service Restroom**: Visually check - dispensers must be filled, trash removed and restrooms spot cleaned as needed and as requested by the CCI.

17. **Remove Carpet Runners (as applicable)**: Carpet runners must be removed from floor to allow for proper cleaning, as needed. Be sure to remove excess water from runner with approved wet pick up vacuum before carpet runners are removed. Carpet runners must be extracted as specified during ice melt/salt usage, to maintain a clean appearance.

18. **Replace Carpet Runners (as applicable)**: After floor has been properly cleaned and is completely dry, replace carpet runners in their original locations.

19. **Cleaning / Disinfecting Drinking Fountains**: Thoroughly clean entire exterior surface with approved cream cleanser. The grain of the stainless steel must be followed at all times. Rinse thoroughly as all cream cleanser must be removed. Wipe entire surface with approved disinfectant solution and wipe dry utilizing a clean, soft cloth and wipe item dry. The grain of the stainless steel must be followed.

20. **Stainless Steel (Brass) Cleaning (Elevators, Doors, Trim, Etc.)**: Thoroughly clean all stainless steel (brass) not previously mentioned with approved cleaner and a clean soft cloth. Great care must be taken to follow the grain of the stainless steel at all times when cleaning.

21. **Cleaning, High Traffic Areas**: High traffic area is any area that would receive heavy traffic and that would require cleaning as specified. Areas would include: corridors, lobbies, waiting areas, conference rooms, or any area so designated by the CCI.

22. ***Carpet Cleaning by Hot Water Extraction**: Perform vacuuming, and carpet cleaning by extraction method with commercial grade equipment only (preferably truck mounted equipment). Prior to carpet cleaning all carpeting, including carpet runners, must be thoroughly cleaned as follows:*

    (a) All movable items must be removed from area(s) to be cleaned (i.e., chairs, waster receptacles, all free standing tables, typing stands, boxes, plants, all temporary floor coverings, etc.) and area thoroughly vacuumed.

    (b) Thoroughly spray next area to be cleaned with approved pre-treats or carpets lane cleaner used at approved dilution. Spray must be applied so those fibers remain damp until cleaned. Chemical should be left to work for 10-15 minutes

    (c) Thoroughly extract all properly pretreated carpeted areas. Agitation is necessary, using an approved motor driven brush. A minimum of three cleaning passes and two vacuuming only must be used. Approved equipment and chemicals, at approved dilutions, must be used.

(d) All stains must be removed during the extraction process, using approved chemicals. Great care must be taken to completely remove stain removal chemicals from carpet fiber.

(e) Thoroughly spray all thoroughly cleaned carpet with approved carpet fiber protector at approved dilution. Application must be made with approved sprayer. Carpet track off mats and runners such as those found in building lobby areas, are exempt for this process.

(f) Replace all items removed for cleaning. All items moved back into place that have metal of any type that come in contact with carpeting must be wood blocked or tabbed to keep the metal off the carpet fiber until thoroughly dry. All blocks or tabs should be removed during the next scheduled regular area cleaning, provided the carpet is thoroughly dry. This could take more than one day.

23. **Spray Buff Hard Floors:** Hard floor must be properly prepared before spray buffing by removing carpet runners, dust mopping, and damp mopping hard floor areas. Begin spray buffing by lightly spraying area just to the left or right of approved floor machine (buffer) with approved spray buffing chemical, at approved dilution. Buffing pad must be approved and will depend on type of finish used. Rotary floor machine (buffer) will be worked back and forth over area lightly sprayed until floor has a high, streak free luster. Then proceed to the next area, until scheduled area is completed. Great care must be taken to avoid using "loaded" pad (pad full of dried finish and dirt). Flip pad over or change to another clean dry pad often. Great care must also be taken not to allow floor machine (buffer) to run in one spot for too long to avoid burning the floor. Floor shall be dust mopped after scheduled spray buffing is completed. Replace carpet runners to original position post-cleaning.

24. **Strip and Refinish:** Close and properly mark area "closed" with approved signage. Remove all movable objects from area.

(a) Apply approved stripping solution at approved dilutions to area to be stripped. Allow solution to stand according to approved manufacturer's recommendations. Do not allow solution to dry out or stand too long. Any finish or dirt must also be removed from walls, doors, baseboards, etc. at this time.

(b) Thoroughly agitate all floor area to remove all old finish with approved strip pad.

(c) Use wet vacuum to pick up old finish and stripper.

(d) Thoroughly mop rinse areas with clean cotton mop and clean water. Make sure walls, doors, baseboards, etc. are also thoroughly rinsed.

(e) Thoroughly mop rinses areas a second time with clean cotton mop and clean water with approved neutralizer/conditioner chemical at approved dilution. Make sure walls, doors, etc. are also thoroughly rinsed.

(f) Allow floor to air dry.

(g) If any old finish remains, repeat "a" through "f".

(h) Continue "a" through "g" until scheduled area is properly stripped and/or rinsed.

(i) Apply thin coat of approved sealer with approved clean nylon or rayon mop head or approved clean applicator. Stripping solution finish and sealer must not be slopped on walls, doors, etc. Allow sealer to thoroughly dry.

(j) Apply second coat of sealer as described in "I" above. Allow sealer to thoroughly dry.

(k) Apply top coating and second coat of approved floor finish.

25. **Scrub - Restroom Floors/Hard Surface Stairwell Floors**: Close restrooms. Remove all movable objects from area and place approved “closed” signage to area prior to completion of task.

(a) Apply approved cleaning solution at approved dilution to area to be scrubbed. Do not allow solution to dry.

(b) Quickly agitate small section coated with solution with approved stiff bristle brush. Be sure grouting is clean.

(c) Use wet vacuum to pick up dirty solution.

(d) Thoroughly mop rinses area with clean cotton mop and clean water. Make sure all walls; doors, etc. are also thoroughly rinsed.

(e) Thoroughly mop rinse a second time with clean cotton mop and clean water. Make sure all walls; doors, etc. are also thoroughly rinsed a second time.

(f) After floor is thoroughly dry, replace all objects moved from area. Remove signs and reopen.

(g) Scrub all walls including partitions

26. **Wall Spot Cleaning**: Thoroughly clean all spots, smudges, stains, etc. from walls, partitions and modular partitions using approved chemicals at approved dilutions. Wipe dry with clean soft cloth. Also thoroughly clean all interior glass with approved alcohol based glass cleaner and wipe dry with clean dry cloth. All surfaces must be dirt and streak free.

27. **Dusting**: There shall be no obvious dust streaks. Corners, crevices, molding and ledges (including heating) shall be free of all obvious dust. There shall be no oils, spots or smudges on desk or dusted surfaces. Thoroughly dust all vertical and horizontal surfaces in all cleanable areas with approved dust cloth or tool treated with an approved water based dust control chemical, up to and including ceiling vents, air bars, and lighting devices, window blinds, etc. Do not move dusting residue from spot to spot, but remove directly from the areas in which dirt lies by the most effective means appropriate; treated dusting cloths or vacuum tools.

    (a) Leave no dust streaks.
    (b) Leave corners, crevices, molding and ledges free of dust and cobwebs.
    (c) Leave no oil spots or smudges on dusted surfaces caused by dusting tools.

28. **Horizontal surfaces:** include, but are not limited to, counter tops, file cabinets, tables, coat-racks, etc. Telephones, ashtrays, etc., must be lifted and dusted under. Do not disturb work papers. Dusting high and low includes, but is not be limited to, partition tops, pictures, chair rungs, etc. Window hangings are either Venetian blinds or drapes. Dust Venetian blinds. Lightly vacuum drapes.

29. **Remove Recyclable Paper** (as applicable): Pick up all recyclable paper from marked containers centrally located throughout the building and remove to designated containers in the loading dock area. This does not include individual boxes on desks.

30. **Clean Air Bars and Vents**: Vacuum excess dust and dirt from air bars. Damp wipes clean with approved disinfectant solution and wipe dry.

31. **Glass Cleaning (Lobby)**: Glass Cleaning is a part of the overall task of lobby cleaning. Glass cleaning shall be performed as specified. It is expected that all lobby glass, including doors, revolving doors and windows (to the limit of reach from floor level) shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, revolving door or window to accomplish clean glass.

32. **Cleaning Ash Receptacles and Surrounding Areas**: Cigarette or cigar butts, matches and other discarded material shall be removed from the receptacle and the receptacle wiped so that it is free of dust, ashes, odors, tar, streaks and nicotine stains. Ashtrays placed on the exterior of the building shall be emptied and cleaned as needed to maintain a clean appearance. The areas immediately surrounding such ashtrays and adjacent building entrances are to be included as part of this cleaning task. Sweeping and removal of cigarette butts and emptying of ashtrays as needed to clean the area. Note: **Sand or dry receptacles**: Contents of ash receptacles must be disposed of in a safe manner. Clean sand by sifting out and disposing of debris and replacing and replenishing sand in urns.

33. **Emergency clean up:** The Contract Compliance Inspector (CCI) shall assign, when and where needed, cleanup duties to the contractor when an emergency occurs. Cleaning tasks may include: dusting, vacuuming, mopping, carpets extraction, window washing, or other tasks defined in the Task Definitions herein.

34. **Rubbish Removal:** Rubbish from a central location is the responsibility of the State. Contractor must bag all waste material and place inside containers provided for that purpose.

35. **Replenishable Supplies**: The contractor is responsible for the purchase and supply of materials listed on the Location Specification Sheet (LSS). All profits from the sale of items (i.e., sanitary napkins) belong to the contractor.

36. **Hazardous Conditions**: Conditions that may be questionable or deemed Hazardous (i.e., such as burned out lights, loose railings, ceiling tiles, exposed wiring, broken windows, etc.) must be reported by janitorial staff to contract supervisor verbally followed by written notification to CCI or building manager with date of observation.

B. EQUIPMENT

Contractor shall furnish all equipment and supplies, other than State provided supplies and equipment:

1. Contractor must utilize cleaning equipment that meets with the approval of the State Agency Contract Compliance Inspector (CCI). 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 CCI within 60 days after award of CONTRACT.

2. Contractor shall furnish all power equipment such as floor machines, vacuum systems, carpet cleaning systems, etc. and all other equipment.

3. Contractor's 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.

4. Contractor must also provide a list of all equipment that includes the following information:

EQUIPMENT					
Type	**Project Function / Purpose**	**Year Made**	**Manufacturer**	**Model Number**	**Make**

C. SUPPLIES

1. 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 Compliance Inspector or his designee and the flooring manufacturer.
2. Contractor shall submit a complete list, by brand names and product numbers, of all supplies to be used in fulfilling this CONTRACT, and shall submit a Materials Safety Data Sheet (MSDS) prior to starting any work.
3. Right is reserved by State to accept or reject any items listed on the MSDS.
4. Contractor must immediately furnish an acceptable substitute for any item rejected by the State.
5. Contractor shall provide a list of the janitorial supplies that it will utilize for this project, including manufacturer's name and proposed annual estimated quantities. (Section 4.201 & LSS), as follows:

SUPPLIES				
Type	**Project Function / Purpose**	**Manufacturer**	**Product**	**Quantity**

1.030 Roles and Responsibilities

1.031 Contractor Staff Roles and Responsibilities

A. PERSONNEL

1. Contractor shall be responsible for all administrative functions and resources related to its personnel, including staff recruitment, interviewing, use of electronic equipment (e.g., computers, telephones, etc).

2. Contractor shall authorize a project-manager to oversee this Contract, and provide contact information (that includes contact-availability 24 hours per day, seven days per week, in case of an emergency or in case the State otherwise needs to contact Contractor outside of the approved, regular schedule).

3. Contractor must provide name of all staff authorized to be in the building, and include the contact-telephone number(s) of any supervisor(s) for that staff.

4. Contractor shall identify and provide personnel requirements by number and skill as well as contact information for all staff employed in the implementation of the State approved project work-plan (including executive staff and management) and shall indicate the specific functions of each assigned individual staff for at least the following positions:
   - Project Manager
   - Supervisor(s) or Inspector(s)
   - Staff providing or implementing service(s)
   - Subcontractor(s)

5. Contractor agrees that the agency's Contract Compliance Inspector (CCI) shall issue final determination and approval of Contractor staff and suitability for assignment to a specific location. [Issues, problems, or denial of a staff appointment will be addressed with the Contractor's Project Manager.]

6. Contractor further agrees that:
   - The State reserves the right to approve all personnel for this Contract and to require replacement of any staff determined to be unacceptable at any time during implementation of the project. (See §Article 2); and, that
   - The agency Contract Compliance Inspector (CCI) may require Contractor to immediately remove any of its staff from the State premises; and, that
   - It will assume any and all responsibilities relating to such a removal; and, further agrees that,
   - Any Contractor employee so removed may **not** be placed relocated to another state agency.

7. Contractor shall be responsible for repair, replacement, or cleanup as necessary due to the contractor or its staff's implementation of services under this Agreement.

B. SUPERVISION

Contractor shall provide all supervision as may be necessary to oversee its personnel:

1. The Contractor's site supervisor or superintendent shall be a qualified and trained person whom, on a full time basis and is designated in writing, as the Contractor's representative at the rest area site. Any person who functions as an attendant is not considered a supervisor.

2. 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. At the conclusion of each service, the Contractor shall inspect the facility for completion and performance quality of the required services. The Contractor shall also be responsible for payment of all wages to employees, taxes and fringe benefits, sick leave, pension benefits, vacations, medical benefits, life insurance, or unemployment compensation or the like. The Contractor shall discipline his/her employees, as needed including firing and hiring.

3. Contractor must maintain a secure environment while servicing the facility. The Contractor shall comply with all security regulations and special working conditions as required by the agency:
   - No one is allowed into the facility other than those individuals responsible for performing services.
   - In locations that include a security alarm system, Contractor must properly set the security alarm when leaving (if applicable).
   - Failure to maintain a secure environment and set the security alarm (where applicable) will result in issuance of a complaint and possible cancellation of the Contract.
   - Any cost incurred from a security service or local police for false alarms caused by failure of the Contractor to properly set the security alarm will be the responsibility of the Contractor.

4. Should the Contract be cancelled for failure to lock the building, or properly set the security alarm, the cost of changing the building locks and re-coding the security alarm, if applicable, will be charged to the Contractor. These costs may be deducted from the monthly payment due the Contractor.

5. The agency Contract Compliance Inspector (CCI) may require the Contractor to immediately remove any employee(s) from the agency's premises for just cause. The Contractor will assume any and all responsibilities relating to this removal. Any employee so removed may not be placed in another state agency.

6. The agency CCI shall make final determination of a Contractor's employee's suitability for assignment to a specific location. Problems of this nature will be addressed with the Contractor's management.

C. EMPLOYEE CONDUCT:

1. Contractor hereby AGREES that its employees, subcontractor personnel, and all other individuals Contractor permits on State property, for purposes of implementing this Agreement, shall be subject to the rules and guidelines established by State Administrative Guide § 0210.06, Conduct on State Property, as well as subject to the respective departmental policies and procedures relating to the location site.

2. Further, Contractor AGREES that its employees, subcontractor personnel, and all other individuals Contractor permits on State property, for purposes of implementing this Agreement, shall:

   a. Wear a badge in plain view indicating the employee's name and company name in letters not less than 1/4 inch in height.

   b. Wear clean and neat clothing or uniforms, supplied by the Contractor, at all times while working.

   c. Carry an agency provided pad of "Notice of Work Required" forms, and (using these forms) daily report potentially hazardous conditions and items in need of repair including office lighting, emergency and exit lights, plumbing and water cooler problems, etc., to the Contract Compliance Inspector.

   d. Report immediately and turnover all lost and found articles recovered to the Contract Compliance Inspector.

   e. Not bring or meet personal visitors (i.e., children, relatives, etc.) at the location-site.

   f. Not consume food or beverages in public view while on duty.

   g. Not consume alcoholic beverages nor use narcotics while on duty nor be under the influence when reporting for duty.

   h. Not receive or initiate personal telephone calls from state owned or operated telephones or other communication equipment.

   i. Not play radios or other sound equipment without the Contract Compliance Inspector's approval.

   j. Not fraternize with agency staff, clients, tenants, or visitors to the building nor unnecessarily disrupt tenants from their work while performing their contractual duties.

   k. Secure facility (i.e., turn-off lights, etc.), as applicable and required, after cleaning is completed in an assigned area.

1.032 State Staff Roles and Responsibilities

The State shall assign a Contract Compliance Inspector or agency / departmental designee for each location, who:

A. Shall provide the Contractor, prior to the term of the contract, the general and specific orders detailing janitorial services at each contracted location, including approval of the Final Work Plan (per Location).

B. Give additional written or oral instructions to clarify the desired performance as is determined by the State to be needed.

C. Provide necessary, registered and returnable keys, or other needed security information, for the Contractor's entrance to areas of the buildings necessary for the completion of described work after award of contract.

D. Assure that an area is furnished, when necessary, for storage of the Contractor's equipment and supplies; however, Contractor must be held solely responsible for all items stored or secured on State premises.

E. State Agency / Departmental Contract Compliance Inspector(s) / Facility Cite Manager(s):

The Contract Compliance Inspector is the day-to-day Facility / Site-Manager, and is identified on the Location Specification(s) now incorporated with this contract by reference.

1. This role includes:
   a. Contract compliance inspection, and monitoring;
   b. Verifying service and work product delivery;
   c. Validation of contractor invoices prior to final State approval and payment; and,
   d. Contractor performance evaluation.
2. However, management or administration of any contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications to this contract: that authority is retained solely by Department of Management and Budget's Business Services Administration – Purchasing Operations.

1.033 Contract Implementation Period / Transition / Orientation

The State Contract Compliance Inspector (CCI) will administer the contract on a day-to-day basis during the term of the impending contract. However, administration of any contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions and specification of such contract. That authority is retained by the DMB – Business Services Administration - Purchasing Operations.

A. Before commencement of work by a new contractor, the State CCI will:
   1. Schedule a meeting with the Contractor to walk-through the facility to identify where closets are located, water sources, alarms, and any other information or specifics related to the building or location that is needed to implement the services described in this Agreement;
   2. Exchange emergency telephone numbers where the Contractor can be reached day or night and where you can be reached;
   3. Review and approve a list of Contractor's cleaning supplies and Material Safety Data Sheets (MSDS) from Contractor (which may also include personally inspecting or verifying the products);
   4. Inspect and verify Contractor's Equipment is in good operating condition;
      Note that:
      - Equipment with worn or damaged electrical cords is unacceptable;
      - Household grade equipment is unacceptable;
      - A motor driven, commercial grade vacuum with HEPA filtered exhaust, or other equipment that meets these standards, is exclusively required for use in all carpeted areas where water and/or snow does not present a problem at State facilities.
   5. Issue written approval of a final schedule for delivery of all basic services and for delivery of all periodic services to be provided (including window cleaning services), per the Location Specifications;
   6. Establish a schedule for routine or schedule face-to-face meetings on site (especially within first 6 months);
   7. Provide keys to the building and any security clearances or other information to the Contractor as may be required for its staff to begin delivering services.
   8. Initiate and complete any required background checks on Contractor-staff, including liens or criminal history checks, pursuant to respective State Departmental Polic(y)ies (see Article II for more information regarding Background checks);
   9. Issue written approval of Contractor's Final Work Plan.

A. Once contractor begins providing service, the State CCI:

1. Shall provide written correspondence to the Contractor after each meeting, verifying any actions agreed to, informing Contractor of any deficiencies and allowing the opportunity to correct such deficiencies. (However, if deficiencies continue, a formal complaint to vendor or vendor performance report will be filed.)

2. Inform contractor where to forward invoices for immediate processing and payment.

3. Be available to answer questions from the Contractor.

1.040 Project Plan

1.041 Project Plan Management

A. For each location, a project work plan for managing implementation of the services shall be specified and submitted to the CCI for review and approval.

B. Project management plan shall identify methods, tools and processes proposed to oversee the project, address issues and changes as may arise, and keep the appropriate parties apprised of progress.

C. Contractor will carry out this project under the direction and control of the specified CCI for the respective locations where services are to be performed.

D. Contractor shall meet with the CCI and other agency or departmental project-leads, on a basis to be established by CCI and Contractor, but shall meet quarterly, at a minimum, for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise, and to continuously communicate with the agency/departmental project-lead.

E. Contractor's Work Plan, which must be approved prior to commencement of work, must include the following:

1. Equipment List - indicating description, age, manufacturer, model and serial number of each piece. Equipment must meet or exceed all requirements defined under "Equipment Requirements" in this document. All equipment must be in the Contractor's possession, available for use and fully operational, prior to Contract award.

2. Schedule Of Operations - personnel expected to complete work on the Contract.

3. Name(s) of supervisors – 24-hour contact telephone numbers and best contact times.

4. Equipment failure **WILL NOT** constitute an acceptable reason for failure to provide service. Adjustments to providing this service, including any weather-related deviations, must be approved by the CCI or designated representative.

5. Proof of Insurance as defined in the Standard Terms and Conditions attached to this document must be provided to Purchasing Operations **prior** to Contract award.

6. Any misrepresentation by the Contractor of its ability to perform the work described in this Contract will be grounds for immediate termination. In such case, the Contract will be awarded to the next lowest bidder who can demonstrate the ability to perform the work.

F. Annual Service Review and Progress Meeting

1. The CCI may request an audit of the services provided each year under the specifications, terms, and conditions of the Contract. The audit will be a joint activity of the Contracting Agency and Purchasing Operations.

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

3. 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 Purchasing Operations and distributed to the respective Agency(s).

4. 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/her copy of the audit. This meeting will provide an opportunity for the Contractor to present his/her reactions to audit recommendations.

1.042 Reports
Reports shall be distributed and discussed during the post-award meeting.

1.050 Acceptance

1.051 Criteria
The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

- The CCI will conduct inspections for all specifications identified in the Contract and will provide performance evaluations to the Contractor noting any deficiencies. The CCI (or his/her appointed representative) shall make the final determination as to whether any task has been satisfactorily performed.

- The CCI will also maintain a record comprised of complaints from agency or departmental staff and provide record of this to the Contractor; this record will identify the areas requiring special attention on that day, which must to be completed by Contractor within eight hours of its receipt.

- Contractor must remain responsible to make any necessary changes if the CCI determines that any task has not been performed adequately or satisfactorily. Contractor must correct the deficiency within 24 hours from notice of the deficiency, or sooner depending on the severity of the task.

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

Criteria for Vendor Performance

The following criteria will be used by the State to determine "Acceptance" of the Services provided under this SOW (also see § 2.240, *Performance*).

- Frequency of tasks (i.e., Daily, Weekly, Monthly, etc.); and,
- Completion of the tasks as identified on the Location Specifications, that will include:
  - Staffing;
  - Intermittent inspections (Refer to Section 1 Attachment B, D & E);
  - Complaints received; and,
  - Agency Inspection Report.

1.052 Final Acceptance – Deleted N/A

1.060 Proposal Pricing

1.061 Proposal Pricing
For authorized Services and Price List, see Location Specification Sheet(s) (LSS).

Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See **www.michigan.gov/dmb** for current rates.

1.062 Price Term

Firm Fixed Price Economic Price Adjustment

Purchasing Operations 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). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. **The Contractor remains responsible for performing according to the Contract terms at the Contract price for all orders received before price revisions are approved or before the Contract is cancelled.**

1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Holdback – Deleted N/A

1.070 Additional Requirements

Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term
This Contract is for a period of four years beginning 3/1/2009 through 2/28/2013. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew
This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to one additional one year period.

2.003 Legal Effect
Contractor shall show acceptance of the Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under the Contract, until Contractor is notified in writing that the Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits
All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of the Contract.

2.005 Ordering
The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under the Contract. All orders are subject to the terms and conditions of the Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work.

2.006 Order of Precedence
(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005.**

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.

2.007 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 the Contract.

2.008 Form, Function, & Utility
If the Contract is for use of more than one State agency and if the Deliverable/Service does not the meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability
Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals
Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default
If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival
Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office
The Contract is issued by the Department of Management and Budget, Purchasing Operations and collectively, including all other relevant State of Michigan departments and agencies, the "State". Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for the Contract is:

William Walsh
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
walshw@michigan.gov
517-373-6535

2.022 Contract Compliance Inspector (CCI)
After DMB-Purchasing Operations receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with the respective representative Agency, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DMB Purchasing Operations**. The CCI for each location is noted on the LSS and will be included in the Contract:

2.023 Project Manager – Deleted N/A

2.024 Change Requests
The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

(a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under the Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(b) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.

(c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the 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 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.

State:
State of Michigan
Purchasing Operations
Attention: Andre' K. Morrow, C.P.M., CPPB
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

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

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 Media Releases

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

2.032 Contract Distribution

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not 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 the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent the Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and the Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under the Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables – Deleted N/A

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under the Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered
For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under the Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in the Contract.

2.044 Invoicing and Payment – In General
(a) Each Statement of Work issued under the Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

2.045 Pro-ration
To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 Antitrust Assignment
The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of the Contract.

2.047 Final Payment
The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with the Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under the Contract shall constitute a waiver of all claims by Contractor against the State for payment under the Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement
Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at http://www.cpexpress.state.mi.us. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 Employment Taxes
Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes
Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications
All persons assigned by Contractor to the performance of Services under the Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of the Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for the Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel – Deleted N/A

2.063 Re-assignment of Personnel at the State's Request
The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location
All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification
Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties
Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other Contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other Contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with the Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under the Contract with the requests for access.

2.067 Contractor Return of State Equipment/Resources
The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.068 Contract Management 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.

2.070 Subcontracting by Contractor

2.071 Contractor Full Responsibility
Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under the Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to Delegation
Contractor shall not delegate any duties under the Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

2.073 Subcontractor Bound to Contract
In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under the Contract shall not relieve Contractor of any obligations or performance required under the Contract.

2.074 Flow Down
Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.003, 2.060, 2.090, 2.110, 2.120, 2.200, 2.250** in all of its agreements with any Subcontractors.

2.075 Competitive Selection
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.

2.080 State Responsibilities

2.081 Equipment
The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities
The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to and, unless agreed otherwise by the parties in writing, must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 Background Checks
On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/dit. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification
If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Requirements – Deleted N/A

2.100 Confidentiality

2.101 Confidentiality
Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under the Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including the Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information
The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by the Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of the Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under the Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions
Notwithstanding the foregoing, the provisions of **Section 2.250** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain;
(ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.250** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights
Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations
The parties' respective obligations under this Section must survive the termination or expiration of the Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed
The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records
For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records
Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution
If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors
(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations
The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under the Contract. The performance of all obligations under the Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under the Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under the Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under the Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) Deleted – N/A

(e) The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into the Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under the Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract.

(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of the Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(l) All written information furnished to the State by or for the Contractor in connection with the Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.

(m) It is not in material default or breach of any other Contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any Contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the Contract.

(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after Contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

2.122 Warranty of Merchantability – Deleted N/A

2.123 Warranty of Fitness for a Particular Purpose – Deleted N/A

2.124 Warranty of Title – Deleted N/A

2.125 Equipment Warranty – Deleted N/A

2.126 Equipment to be New – Deleted N/A

2.127 Prohibited Products – Deleted N/A

2.128 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of the Contract.

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of the Contract, whether the 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 under the Contract.

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

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

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in the Contract must be issued by companies that have been approved to do business in the State. See www.michigan.gov/dleg.

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

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

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 the 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 according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, 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 must 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

2.132 Subcontractor Insurance Coverage
Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under the 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) must 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.

2.133 Certificates of Insurance and Other Requirements
Contractor must furnish to DMB-Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "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) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds 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.

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

2.140 Indemnification

2.141 General Indemnification
To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of the Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification – Deleted N/A

2.143 Employee Indemnification
In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the Contract must 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 benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, 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 provisions.

2.144 Patent/Copyright Infringement Indemnification
To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees 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 the 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 the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the 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.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under the Contract.

2.145 Continuation of Indemnification Obligations
The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures
The procedures set forth below must apply to all indemnity obligations under the Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the 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 notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must 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 before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under the Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under 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 may defend the claim in the 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 must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the Contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches 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.

2.152 Termination for Cause

(a) The State may terminate the Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under the Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If the Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating the Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in the Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under the Contract.

(c) If the State chooses to partially terminate the Contract for cause, charges payable under the Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates the Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of Contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in the Contract for a termination for convenience.

2.153 Termination for Convenience
The State may terminate the Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate the Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate the Contract in part, the charges payable under the Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation
(a) Contractor acknowledges that, if the Contract extends for several fiscal years, continuation of the Contract is subject to appropriation or availability of funds for the Contract. If funds to enable the State to effect continued payment under the Contract are not appropriated or otherwise made available, the State must terminate the Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under the Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates the Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction
The State may terminate the Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded
The State may terminate the Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. 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 the written notice.

2.157 Rights and Obligations upon Termination
(a) If the State terminates the Contract for any reason, the Contractor must (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 the 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) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the 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.

(b) If the State terminates the Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under the Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under the Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not 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.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under the Contract, and may further pursue completion of the Services/Deliverables under the Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

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

2.160 Termination by Contractor

2.161 Termination by Contractor
If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate the Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under the Contract, (ii) breaches its other obligations under the Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.260** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities
If the State terminates the Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, 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. If the Contract expires or terminates, 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 24 hours. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145.**

2.172 Contractor Personnel Transition
The Contractor must 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 must 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 or vendors, 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 or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition
The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under the Contract. The Contractor will provide the State with asset management data generated from the inception of the Contract through the date on which the Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition – Deleted N/A

2.175 Transition Payments
If the transition results from a termination for any reason, reimbursement must 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) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities
In the event that the 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:

(a) Reconciling all accounts between the State and the Contractor;
(b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders
The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring 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 must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.180**.

2.182 Cancellation or Expiration of Stop Work Order
The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar 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 Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs
If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.153**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State will not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180.**

2.190 Dispute Resolution

2.191 In General
Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in the Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.190**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her 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 disability. Contractor further agrees that every subcontract entered into for the performance of the Contract or any purchase order resulting from the Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must 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 under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register.

Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment
In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html.

2.210 Governing Law

2.211 Governing Law
The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws
Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction
Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability
Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark 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; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation
(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of the Contract would cause a reasonable party to be concerned about:

(i) the ability of Contractor (or a Subcontractor) to continue to perform the Contract according to its terms and conditions, or
(ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of the Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
(a) Contractor and its Subcontractors will be able to continue to perform the Contract and any Statements of Work according to its terms and conditions, and
(b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:
(1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB Purchasing Operations.
(2) Contractor must also notify DMB Purchasing Operations 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.
(3) Contractor must also notify DMB Purchasing Operations within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure
Contractor and/or all Subcontractors involved in the performance of the Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of the Contract.

2.233 Bankruptcy
The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the “Work in Process” and finish the Works in Process by whatever appropriate method the State may deem expedient if:

(a) the Contractor files for protection under the bankruptcy laws;
(b) an involuntary petition is filed against the Contractor and not removed within 30 days;
(c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
(d) the Contractor makes a general assignment for the benefit of creditors; or
(e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance
(a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.241(a),** Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLAs) – Deleted N/A

2.243 Liquidated Damages – Deleted N/A

2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; 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 a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business 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/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

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/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables

2.251 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under the Contract.

(a) Shipment responsibilities - Services performed/Deliverables provided under the Contract must be delivered "F.O.B. Destination, within Government Premises." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.

(b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.

(c) Deleted – N/A

2.252 Delivery of Deliverables
Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

2.253 Testing – Deleted N/A

2.254 Approval of Deliverables, In General
(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.253**.

(d) The State will approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the Contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

2.255 Process For Approval of Written Deliverables – Deleted N/A

2.256 Process for Approval of Services
The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.257 Process for Approval of Physical Deliverables – Deleted N/A

2.258 Final Acceptance
Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.260 Ownership

2.261 Ownership of Work Product by State – Deleted N/A

2.262 Vesting of Rights – Deleted N/A

2.263 Rights in Data – Deleted N/A

2.264 Ownership of Materials – Deleted N/A

2.270 State Standards

2.271 Existing Technology Standards – Deleted N/A

2.272 Acceptable Use Policy – Deleted N/A

2.273 Systems Changes – Deleted N/A

2.280 Extended Purchasing

2.281 MIDEAL – Deleted N/A

2.282 State Employee Purchases – Deleted N/A

2.290 Environmental Provision

2.291 Environmental Provision
Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of the Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials:
For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.242** for a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:
The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to the Contract.

Environmental Performance:
Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by the Contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

MAINTENANCE, REPAIR & OPERATIONS (MRO) JANITORIAL SERVICES - BPO # 071B9200143

PART I: LOCATION SPECIFICATIONS
PART II: LOCATION WORK PLAN
PART III: LOCATION PRICE QUOTE

.

LOCATION SPECIFICATIONS

A. CONTRACT AND CCI INFORMATION

LOCATION # 13

CONTRACT INFORMATION			
PREVIOUS BPO #:	**071B6200218**		
NEW CONTRACT START DATE:	**03/01/2009**	**CONTRACT END DATE:**	**02/28/2013**
NUMBER OF YEARS / EXTENSION OPTIONS:	**Four (4) Year Contract with a One (1) Year Option**		
CONTRACTING AGENCY NAME:	**MICHIGAN DEPARTMENT OF HUMAN SERVICES**		
COUNTY NAME:	**ISABELLA COUNTY DHS**		
BUILDING ADDRESS:	**1475 S BAMBER RD, MT. Pleasant MI 48858**		
IS THIS LOCATION CURRENTLY ON CRO "SET ASIDE" STATUS?	Yes ☒		
REGION and COUNTY:	REGION: BAY COUNTY: ISABELLA		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	**MICHIGAN DEPARTMENT OF HUMAN SERVICES, PURCHASING**		
PROCUREMENT OFFICE CONTACT NAME:	**Marie Dimitrijevic**	**CONTACT TELEPHONE #:**	517- 335-4004
PROCUREMENT OFFICE CONTACT E-MAIL:	DimitrijevicM@michigan.gov	**CONTACT FACISIMILE #:**	517-335-6251
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	**Brenda Will**	**CONTACT TELEPHONE #:**	989 772-8470
CCI / FM CONTACT E-MAIL:	*willb@michigan.gov*	***CONTACT FACISIMILE #:***	989-772-8460

B. BUILDING SPECIFICATION INFORMATION

BUILDING LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	**M/T/W/TH/F**	**OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:**	**7:30 AM- 5:00 PM**
NUMBER OF EMPLOYEES:	**65**	APPROXIMATE DAILY VISITORS:	**100**
IDENTIFY DAYS OF CLEANING SERVICE:	**M/T/W/TH/F**	IDENTIFY HOURS OF CLEANING SERVICE:	**As determined by CCI between 5:30 pm and 8:30 pm**
TOTAL BUILDING SQ. FT. TO BE CLEANED:	**22000**	NUMBER OF STORIES IN BUILDING:	**1**
TOTAL SQ. FT. OF "FULL CONTRACT" **CARPET** TO BE CLEANED (INCLUDES HIGH TRAFFIC):	**19000**	AREA(S):	
TOTAL SQ. FT. OF "HIGH TRAFFIC" **CARPET** AREA(S) TO BE CLEANED :	4776	AREA(S): **LOBBY, 4 HALLWAYS, CONFERENCE ROOM, HEARING ROOM**	
TOTAL SQ. FT. OF **VINYL** TO BE CLEANED:	**120**	AREA(S): **VISITATION ROOM**	
TOTAL SQ. FT. OF **CERAMIC** TO BE CLEANED:	**NA**	AREA(S):	
TOTAL SQ. FT. OF **CEMENT** TO BE CLEANED:	**NA**	AREA(S):	
TOTAL SQ. FT. OF **TERRAZO** TO BE CLEANED:	**2880**	AREA(S): **RESTROOMS, KITCHEN, BREAKROOM**	
TOTAL SQ. FT. OF **RUBBER** TO BE CLEANED:	**NA**	AREA(S):	
NUMBER OF RESTROOMS IN BUILDING:	**6**	**NUMBER OF TOTAL UNITS FOR BUILDING RESTROOM(S):** **19** *NOTE, INCLUDES*: **URINALS, TOILETS, SINKS**	

Is window cleaning to be included on this contract? *Note*: **Specify if Interior (inside building) and / or Exterior (perimeter of building) and Number of Floors – typically 1st Floor for Exterior.**	**EXTERIOR WINDOW CLEANING – INSIDE AND OUTSIDE**
Does location have child play area(s), gymnasium, locker room, etc? If so, please identify along with cleaning standard.	**NA**
What is the RECOMMENDED Level of Insurance Risk for this Contract? **[EXAMPLE: LOW, MODERATE OR HIGH]** **NOTE: DMB-OAS & AGENCY to determine**	**LOW**

ADDITIONAL INFORMATION: (Note additional building information, including, but not limited to, particular security requirements {keys, etc.} or known building environmental issues that Contractor should be aware of in performing janitorial services for this location):

- Some staff within facility has chemical sensitivities. Vendors should note that if the cleaning products used have odors, the products may need to be changed as directed by the Contract Compliance Inspector.
- The contractor must notify the CCI in writing at least two weeks in advance of the date that any periodic services will be performed. Contractor must receive approval of the date from the CCI before performing any periodic services. Failure to adhere to this requirement could delay payment for these services.
- The contractor and contractor's employees will be expected to perform with professional and courteous behavior.
- Square footage of full contract carpet area includes the high traffic carpet area.

C. DESCRIPTION OF SERVICE NEEDS

TASK AND FREQUENCIES

SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; 248 times per year)	**Weekly** (Once per week; 52 times per year)	**Monthly** (Once per month; 12 times per year)	**Quarterly** (Once per Quarter; 4 times per year)	**Semi -Annual** (2 times per year)	**Annual** (Once Per Year)
BASIC SERVICES				**N/A**	**N/A**	**N/A**
1. General Office Cleaning (includes all areas listed under Building Location Information except restrooms)						
a. Vacuum all carpeted floors including corners, and underneath partitions. Remove spots/stains from carpet.	**1x day (248 / yr)**					
b. Empty waste receptacles. Replace liners when torn or soiled.	**1x day (248 / yr)**					
c. Wash or damp wipe, inside and outside, all waste receptacles presenting a soiled or odorous condition.	**1x day (248 / yr)**					
d. Dust mop all non-carpeted floors. Damp mop all spills.	**1x day (248 / yr)**					

e. Remove all mats and runners and clean floor area underneath. Clean all mats and runners by best means. Replace all mats and runners	**1x day (248 / yr)**					
f. Clean and disinfect drinking fountains	**1x day (248 / yr)**					
g. Clean and polish all entrance glass.	**1x day (248 / yr)**					
h. Move all lobby chairs and clean floor area underneath and replace chairs in proper place.	**1x day (248 / yr)**					
i. Dust high and low, including clocks, all surfaces on which dust gathers.		**1x wkly (52 / yr)**				
j. Clean all cleared desk and counter top areas with approved desk/counter cleaner.		**1x wkly (52 / yr)**				
k. Remove all cobwebs, clean baseboards		**1x wkly (52 / yr)**				
l. Clean, spray wax and buff all vinyl tile floors		**1x wkly (52 / yr)**				
m. Clean all lobby furniture. Thoroughly wash all children's furniture.		**1x wkly (52 / yr)**				
n. Dust/vacuum window hangings			**1x mo (12 / yr)**			
o. Spot clean walls, doors, etc, removing all cobwebs, finger prints, smears and stains.			**1x mo (12 / yr)**			
p. Vacuum exposed air bars and heating outlets			**1x mo (12 / yr)**			
2. Restrooms						
a. Clean and sanitize all units. Clean pipes beneath all sinks.	**1x day** (248 / yr)					
b. Clean mirrors and counters and polish chrome.	**1x day** (248 / yr)					
c. Refill dispensers. ** See Replenishable Supplies.	**1x day** (248 / yr)					
d. Empty and disinfect all sanitary napkin receptacles.	**1x day** (248 / yr)					
e. Sweep and damp mop floors with a germicidal solution paying special attention around wash bowls, toilets and urinals. Damp mops used in restroom are not to be used for non-restroom areas.	**1x day** (248 / yr)					
e. Empty waste receptacles.	**1x day** (248 / yr)					
f. Clean switch, door and kick plates.	**1x day** (248 / yr)					
h. Clean and sanitize wall hand dryers.	**1x day** (248 / yr)					
i. Maintain floor drain(s)/traps free of odors	**1x day** (248 / yr)					

j. Thoroughly clean, scrub by agitation (with hand brush or mechanical machine) and disinfect ceramic tile floors, with special attention to grouting, corners of floor, baseboards and stalls		**1x wkly (52 / yr)**				
k. Dust radiators, grills, ledges, etc		**1x wkly (52 / yr)**				
l. Clean and disinfect wall around toilets and urinals, stall and entry doors, and partitions between toilets, urinals and sinks. Also perform any obvious spot cleaning.		**1x wkly (52 / yr)**				
m. Wash with germicidal solution entrance doorways, ledges, etc.			**1x mo (12 / yr)**			
THESE ARE OPTIONAL PERIODIC SERVICES **PERIODIC SERVICES**	**N/A**	**N/A**	**N/A**			
1. General						
a. Vacuum clean air diffusers						**1X/yr**
b. Clean light fixture lenses						**1x/yr**
2. Intensive Floor Care						
a. Strip, seal, wax and buff vinyl tile floors: Full contract area				**4X/yr**		
b. Clean carpets by hot water extraction at a temperature that will kill and eliminate bacteria: Full contract area					**2X/yr**	
c. Clean carpet by hot water extraction at a temperature that will kill and eliminate bacteria in high traffic areas						**2X/yr**
3. Windows						
a. Clean Windows on **Exterior** of building (inside and outside)					**2X /yr**	

NOTES AND ADDITIONAL INFORMATION

- All cleaning schedules are to be established with and approved by the Contract Compliance Inspector (CCI) at the beginning of the contract period. Any deviation from the established schedule must be pre-approved by the CCI.

- All periodic services must be priced and invoiced separately from the basic services. Delivery and performance of all periodic services must be pre-approved by the CCI or their designee pursuant to the schedule as approved by the CCI.

****RESPONSIBILITY FOR REPLENISHABLE SUPPLIES****

Replenishable Item	Provided by
Paper towels	Agency
Hand soap	Agency
Feminine Sanitary vending supplies & Disposal bags	Contractor
Toilet tissue	Agency
Plastic Trash Can Liners	Agency
Air Fresheners	

***** ALL CLEANING SUPPLIES ARE TO BE PROVIDED BY THE CONTRACTOR *****

Part II of Technical Proposal
JANITORIAL WORK PLAN
for this Location

A. LOCATION WORK PLAN

1. **Transition Plan**:
Identify the key steps of your transition plan to implement the services you are proposing, from the prior contractor to you:

MMI currently services the Isabella County DHS building in Mt. Pleasant so if awarded, there would be no transition between contractors. However, if awarded the new contract, MMI's site supervisor would meet with the facility manager 1 to 2 weeks prior to the change over to the new contract. This meeting would serve as a review of the responsibilities and duties as listed in the new contract to ensure a clear understanding of the contract expectations, as well as set up any dates and/or times for services needing to be rendered.

2. **Implementation Plan**:
Provide a complete description of how you intend to accomplish the work described for this location:
   - What tasks or responsibilities will be assigned to each employee assigned to the project?

ASSIGNMENT OF TASKS – ISABELLA DHS

MMI intends to complete the daily/weekly contract work from the hours of 5:30 pm through 8:30pm Monday through Friday for a total of 3.00 hours per shift.

Daily Services: MMI is a Community Rehabilitation Organization (CRO) and will assign a crew of 4 individuals and a job coach to complete the work. The 4 individuals on the crew will complete the work and the job coach will assign the various tasks, provide training, quality check the work and ensure building security. The job coach will begin by dividing up the work among the 4 crew members based upon their skill level and production capabilities. We estimate the crew members will be able to complete the daily tasks in approximately 2.00 to 2.25 hours per shift. Note that MMI has trained backup crew members to fill in for an absent regular crew member. A sample of the daily division of the work plan is as follows:

General Office Cleaning - Daily Tasks:
1. Vacuum all carpeted floors, remove spots/stains
2. Empty waste receptacles, replacing liners as needed
3. Wash/wipe waste receptacles as needed
4. Dust mop all non carpeted floors
5. Remove/clean/replace mats & runners (include cleaning floors underneath)
6. Clean and disinfect drinking fountains
7. Clean and polish all entrance glass
8. Move lobby chairs, clean floor, put chairs back

Restroom Cleaning – Daily Tasks:
1. Clean/sanitize all unites. Clean pipes under sinks
2. Clean mirrors/counters/polish chrome
3. Refill dispensers
4. Empty and disinfect sanitary napkin receptacles
5. Sweep/damp mop floors
6. Empty waste receptacles
7. Clean switch, door and kick plates
8. Clean and sanitize hand dryers
9. Maintain floor drains/traps free of odors

Weekly Services: As the daily tasks require approximately 1.25 to 1.50 hours per shift for completion, this lends 1.0 to .75 hours per shift to dedicate to weekly/monthly tasks as listed below. The job coach will divide these tasks amongst the 4 crew members. Note the days of the week dedicated to these projects are listed behind the task description:

General Office Cleaning - Weekly Tasks

1. Dust high and low all surfaces - **Mondays**
2. Clean all cleared desk and counter areas - **Tuesdays**
3. Remove all cobwebs and clean baseboards - **Wednesdays**
4. Clean, spray wax and buff all vinyl tile floors - **Thursdays**
5. Clean all lobby furniture and children's furniture - **Tuesdays**

Restroom Cleaning – Weekly Tasks

1. Thorough clean/scrub by agitation ceramic tile floors - **Thursdays**
2. Dust radiators, grills, ledges, etc. - **Mondays**
3. Clean/disinfect wall around toilets/urinals/stall/entry doors, etc. - **Wednesdays**

Monthly Services: Monthly services are completed on a rotation basis around the building by the week. The job coach will divide these tasks among the crew members.

General Office Cleaning - Monthly Tasks

1. Dust/vacuum window hangings – **Week 1**
2. Spot clean walls, doors, et., removing all cobwebs, finger prints, etc. – **Week 2**
3. Vacuum Exposed Air bars and heating outlets – **Week 3**

Restroom Cleaning – Monthly Tasks

1. Germicide entrance doorways, ledges, etc. – **Week 4**

The extra hour on Fridays are kept open to handle any trouble spots or time we donate for any special project needing attention.

Periodic Services – Quarterly, Bi-Annual and Annual: Quarterly, Bi-Annual and Annual services will be completed as extras either by an additional crew coming in on Friday evenings or Weekends to complete. Specific dates will be set up with the facility manager. MMI prefers to do the carpet cleaning over a 3 day weekend when possible to ensure a good dry time. The periodic services are listed as follows:

Quarterly:

1. Strip, seal, wax and buff vinyl tile floors: Full contract area. Note that this bid also includes a full cleaning of the Terrazo floors. Work to be completed by one to two individuals and a job coach.

Bi-Annual:

1. Clean carpets by hot water extraction at a temperature that will kill and eliminate bacteria: full contract area. Work to be completed by 2 individuals and a job coach
2. Clean windows on Exterior of building (inside and outside). Work to be completed by 4 individuals and a job coach.

Annual:

1. Vacuum Clean air diffusers – work to be completed by 1 individual and a job coach
2. Clean light fixture lenses – work to be completed by 1 individual and a job coach
3. Clean carpet by hot water extraction at a temperature that will kill and eliminate bacteria in high traffic areas. Work to be completed by 2 individuals and a job coach.

- What is the number of employees assigned to this location, and what are the total proposed man-hours for both workers and supervisors?

MMI is a Community Rehabilitation Organization (CRO) and will assign a crew of 4 individuals and a job coach to complete the work. The 4 individuals on the crew will complete the work and the job coach will assign the various tasks, provide training, quality check the work and ensure building security. The job coach will begin by dividing up the work among the 4 crew members based upon their skill level and production capabilities. We estimate the crew members will be able to complete the daily tasks in approximately 2.00 to 2.25 hours per shift.

The annual crew members hours that we have calculated in for this contract total 2093.60. The annual formal job coach hours calculated in for this contract total 48.70 hours per year, with the understanding that the job coach will work alongside the crew members to complete contract work

- Indicate the starting hourly wage per worker.
  Crew members are paid hourly based on their production level. The hourly rate is based on the prevailing wage of $7.40 per hour.

- Indicate the hourly wage per supervisor.

  The Job Coach starting range is $8.25 to $9.25 per hour.
  The average starting wage of an MMI supervisor is approximately $15.00 per hour.

3. **Contingency Plan**:

- Describe in the work plan a contingency plan when staff assigned cannot provide the service.

  MMI has several contingency plans to ensure that our contracts are completed daily and on time. For the crew members, we have trained substitutes who will come in and be a back up when a permanent crew member is unable to complete the task. For our job coaches, we have a minimum of 4 trained back up staff (known as floats) who can step in at a moments notice to cover for the staff as needed. We also have an on-call system in which both a manager and sub (float) job coach are available 24 hours a day 7 days a week, 365 days a year. See attachment # 1 – MMI On-Call Procedure.

- Include a contingency plan to deliver services during inclement weather.
  MMI also has a procedure for inclement weather. See Attachment #2 – MMI Inclement Weather Procedure. Whenever possible, MMI will complete the work within that day. If not possible, MMI will make arrangements to ensure that the work is made up at the earliest possible opportunity.

- Include in your work plan if supervisor assist in any cleaning tasks.

  As a CRO training program, our job coach's main responsibilities are to provide training, quality assurance and assign tasks. However, often there are several times throughout a shift, in which the job coach is not performing one of these duties. During these times, it is expected that the job coach will assist with the completion of work as needed. If the crew is ever short a person on any shift (i.e. person becomes ill during the shift and no sub is available), it is also the responsibility of the job coach to complete the work as necessary in order to meet the contract. While the job coach is performing their daily quality control check, they will also do any minor touch ups that may need to be completed or that were missed. The job coach will be assisting in the completion on all of the proposed periodic tasks. As for the job coach's supervisor, they are also expected to complete contract work whenever necessary to ensure a quality service to our customers.

B. STAFFING ROLES & RESPONSIBILTIES

1. PERSONNEL:

A. Explain how you intend to manage the service as described (staffing compared to amount of service) with the number staff you have listed below. Identify the total number of man-hours, the total number of supervisors, the total number of workers (including both supervisors and cleaning staff), and the subcontractor(s) that you propose to utilize in delivering services.

MMI is a CRO that provides training to individuals with barriers to employment. We currently service this contract. We are proposing that a crew of 4 individuals along with a job coach be assigned to this contract. The 4 crew members will make up a 2 full time equivalent (fte) crew based on their overall production rating as determined by the Performance Measurement Rating III (PMIII) system. Although the job coach is not directly required to perform any of the daily/weekly work, they are required to assist the crew whenever needed to ensure the contract is met daily. A portion of the job coach's time is calculated in direct work for the periodical services.

The annual crew members hours that we have calculated in for this contract total 2093.60. The annual formal job coach hours calculated in for this contract total 48.70 hours per year, with the understanding that the job coach will work alongside the crew members to complete contract work as stated above.

The supervisor of the job coach for Isabella County, known as the Assistant Director of Community Employment is responsible for quality control checks, and is a liaison to the facility manager, but is not regularly assigned to work directly on the contracts.

B. Describe the position(s) that will be responsible for implementing the services and their positions in your organizational structure, as well as their decision-making authority as it relates to this implementation of these services. Identify where these personnel will be physically located during the transition, implementation, and maintenance management phases of a possible contract. **Include an organizational chart or diagram** that reflects your company structure.

Crewmembers: 4 crew members will be assigned and report directly to this job site. Their main responsibility is to complete the actual work required in the SOW as outlined in the ITB. As MMI is a CRO, the crewmembers positions are viewed as trainees. The crewmembers qualifications for this contract include, interest in performing janitorial services and must demonstrate the capabilities to complete the work to quality satisfaction within 2 weeks. Starting wage will be $7.40 or based on prevailing wage production. The hours of work performed by the crew will be 3.00 hours per shift, Monday through Friday from 5:30 pm to 8:30 pm.

Job Coach: There will be 1 job coach assigned to this contract. The job coach will report to the job site daily along with the crew members and will remain at the job site throughout the full 3.00 hour daily shift and throughout all periodical tasks. The Job Coach's responsibilities include, training of the crewmembers, ensuring job site safety, organization of the SOW as outlined in the ITB to ensure completion and daily quality control inspection. Minimum qualifications include 6 months of successful janitorial experience, 6 months of customer service experience and a high school diploma. Specific qualifications are listed in Attachment # 3 – MMI Job Description, Job Coach.

Site Supervisor: There will be 1 site supervisor assigned to this contract. The site supervisor for this contract is the Assistant Director of Community Employment. This person's key responsibilities are to perform quality inspections, supervise the job coach, ensure contract compliance, is an overall contract liaison to the facility manager, submits billing information to the accounting department and is the customer service representative above the job coach. This person is physically located at our Isabella County Branch. Qualifications for this position are included in Attachment #4 – MMI Job Description – Assistant Director of Community Employment.

See attached Organizational Table for further chain of command – Attachment #5

C. Provide a roster by name and job title. Roles and responsibilities of staffing must clearly identify responsibilities of oversight of functions including qualifications of key personnel to support your ability to deliver the product and service specifications provided in this ITB.

Cheryl Grace, Job Coach - See Attachment #3, Job Description and #6 Resume'. In addition, Cheryl has been working for MMI since June 2003, specifically working on multiple janitorial contracts, including Isabella DHS currently.

Shad Welke, Assistant Director of Community Employment – See Attachment #4, Job Description and #7 Resume'. In addition, has been working at MMI since June 1997. He has been a job coach, coordinator and is now a supervisor. He has been overseeing all of our Isabella janitorial contracts since July 2001.

D. Describe the individual position(s) that will be responsible for the day-to-day delivery of services and any subordinates. Define their positions in your organizational structure and their decision-making authority as it relates to these services. **Indicate where these personnel will be physically located during the contract.**

Cheryl Grace is the job coach for this contract currently. Cheryl is at the direct care staffing level in the organizational structure. Cheryl is physically at the DHS office for the entire daily shift of 3.00 hours. Cheryl's main responsibilities are to provide training to the crew members, overall contract compliance, ensure quality assurance to contract specifications, as well as organize and assign the various tasks in the specifications. Cheryl's other responsibilities include performing janitorial services, and as assigned, complete periodical tasks. It is also Cheryl's responsibility to ensure that the crew members are following MMI policies and procedures while at work.

Shad Welke is Cheryl's supervisor and is the Assistant Director of Community Employment. Typically Shad's day is finished by the time this contract starts. During the day, the contract administrator, job coach and crew members can reach Shad at our Isabella Branch Office or by cell phone. In the evening, the job coach and crew members have Shad's personal home numbers as well as having the numbers and access to our on-call manager and on-call job coach in case of emergency. Shad is the supervisory level liaison to the facility manager. Shad also conducts quality checks of each job site on a minimum basis of quarterly.

Shad's supervisor is Sheri Alexander, Director of Community Employment and is the next level liaison. Her office is located at our main branch in Mt. Pleasant, Michigan. As Director of Community Employment, Sheri makes recommendations to the President for policies and procedures for the Community Employment department. Sheri's day is also typically completed by 5:30 when this contract begins. Sheri reports to the Director of Business Services, who reports to the President, who ultimately reports to the Board of Directors.

Refer to attachment #5 for the Organizational Table.

E. **Submit a resume for all key project personnel (supervisors, account managers, etc.)** Contactor must provide resumes, which shall include or list detailed, chronological work experience for key staff:

Cheryl Grace – Job Coach. Please refer to attachment # 6 Resume'.
Shad Welke – Assistant Director of Community Employment. Please refer to attachment #7 Resume'.

STAFFING ROLES & RESPONSIBILTIES, continued:

2. SUB-CONTRACTOR COMPANY INFORMATION

A.	**Will subcontractors be utilized at this location?** If "yes, then list all subcontractors (in the table provided below) including firm's name, address, contact person, complete description of the work to be subcontracted, and descriptive information concerning subcontractor's organization and abilities.	X NO

B. **Contact** - Name, title, address, email, phone and fax numbers for Contractor's Sub-Contractor:	
SUBCONTRACTOR COMPANY NAME:	N/A
Letter of acceptance Included with this Proposal?	☐ YES (or) ☐ NO
OFFICE ADDRESS:	
CITY, STATE, ZIP:	,
CONTACT NAME:	
PHONE NUMBER:	( ) -
FAX NUMBER:	( ) -
E-MAIL ADDRESS:	
DESCRIPTION OF SERVICES TO BE PERFORMED:	

3. EQUIPMENT & MATERIAL SUPPLIES – All equipment and supplies are commercial grade.

A. EQUIPMENT

EQUIPMENT LIST

EQUIPMENT	TYPICAL USE	MAKE/ MODEL MANUFACTURER	APPROXIMATE AGE OF EQUIPMENT & OWNED OR RENTED
1. Vacuum	Floor Care	Sanitaire 5800	1 year
2. Vacuum	Floor Care	Oreck XL 2000	9 months
3. Vacuum	Floor Care	Oreck XL 2000	9 months
4. Carpet Extractor	Carpet Cleaning	NSS-Stallion 85C	8 years
5. Burnisher	Hard Floor Care	General – 2001DC	8 years
6. Buffer	Hard Floor Care	Nobles – 20VS	16 years

EQUIPMENT & MATERIAL SUPPLIES, continued:

B. CLEANERS AND SUPPLIES

ANNUAL JANITORIAL SUPPLY LIST

Below is an estimated list of supplies to be used for the DHS Department in Isabella, along with general information on the products used most often. The actual products may vary as MMI always looks at best value when purchasing supplies. We also look at whenever possible, utilizing non toxic, non acid based products which are environmentally friendly.

Material	Typical Use	Material Specification	Brand/Manuf/Qty.
Air Lift Tropical Scent (gallon)	Deodorizing restrooms	Liquid, non toxic, non acid based deodorizer	Spartan COG – 3 gallons
Carpet Spotting Brush	For spot cleaning carpets	Soft Nylon Bristled	Brand Varies – 4 ea
Carpet Stain Remover	For spot cleaning carpets	Liquid Spray	Spartan – 1 case
Disinfectant (gallon)	To clean restroom, countertops, floor mopping, desks, safe for all surfaces.	Liquid, non toxic, non acid based disinfectant	Spartan – NABC COG – 12 gallons
Latex Gloves (Box)	For personal protection when cleaning facility	Latex-reg./powder free available	Brand Varies – 52 boxes – 100 per box
Acid Bowl Cleaner (case)	For cleaning rust in toilets	Acid based liquid	Spartan COG – 2 cases
Mop Heads (cotton)	For mopping floors	Both Cotton and Rayon material	Regency – 24 ea
Non-Acid Bowl Cleaner (case)	For daily cleaning of toilets	Liquid, non-toxic, non acid based	Spartan COG– 18 cases
Window Cleaner (gallon)	To wash windows and mirrors	Liquid Non-toxic, non acid based	Spartan COG – 6 gallons
Stainless Steel Cleaner	To Clean Metal Surfaces	Safe for metals, non scouring product	Spartan – 2.5 cases
Crème Cleanser	Cleaning sinks and counter tops	Crème – non acid, non toxic cleanser	Spartan – 6 ea
Lime Remover	Removing scale and mineral deposits from sink/restroom areas	Liquid acid based product	Spartan – 1 ea
Stretch & Dust (pack)	For dusting various surfaces	Cotton based cleaning cloth	Chicopee – 12 packs
Trigger Spray Bottles	To hold various cleaning supplies	Clear plastic trigger spray bottles	Impact - 20 ea
Cleaning Towels, White (case)	For cleaning surfaces with glass cleaner and DMQ	Disposable cotton cleaning wipes	Ultra Wipes – 8 cases
Stayfree Sanitary Pads (case)	For Refills in Restrooms	Designed for refill systems	Rochester Midland Corp. Varies on usage – 1 case minimum
Playtex Tampons (case)	For Refills in Restrooms	Designed for refill systems	Playtex Products Varies on usage – 1 case minimum
Wet Floor Signs	For use when mopping/spills	Hard Plastic – Florescent Yellow	Rubbermaid – 3 ea
Mop Handles	For Mopping	Wooden	Regency – 3 ea
Brooms	To remove debris from floor	Heavy duty natural corn broom	Unison – 3 ea
Mop Bucket with Ringer	For Mopping Floors	Hard Plastic	Rubbermaid – 2 ea
Window Squeegee with extension	For Washing Windows	Designed for washing windows with extension as needed	Unger – 2 ea

Part III of Technical Proposal

PRICE QUOTATION

MICHIGAN DEPARTMENT OF HUMAN SERVICES

ISABELLA COUNTY, 1475 S BAMBER RD, MT. PLEASANT MI 48858

Square Foot of Area to be cleaned: 22,000 sq. ft.

TOTAL AVERAGE cost per square foot per month: $.10

TOTAL AVERAGE cost per square foot per year: $1.18

A. TOTAL COSTS

TOTAL QUOTE FOR ONE YEAR:	$ 26,021.00
TOTAL QUOTE FOR FOUR (4) YEARS:	$ 104,084.00

B. SERVICES COSTS

One year equals up to a maximum of 248 state working days (if scheduled daily, Monday - Friday).

BASIC JANITORIAL SERVICES

DESCRIPTION	ANNUAL ESTIMATED VOLUME OF SERVICES	MONTHLY PRICE for SERVICE	MONTHLY PRICE for EQUIPMENT & SUPPLIES	TOTAL ANNUAL PRICE
Janitorial Services (Includes daily, weekly, and monthly services)	12 (bill monthly for all BASIC Janitorial Services)	$ 1,838.75	$ 125.00	$ 22,065.00
	SUBTOTALS:	$ 1,838.75	$ 125.00	$22,065.00

THESE ARE OPTIONAL PERIODIC SERVICES

PERIODIC JANITORIAL SERVICES

QUARTERLY SERVICES (four times per year)

DESCRIPTION	ANNUAL ESTIMATED VOLUME	PRICE PER SERVICE	PRICE for EQUIPMENT & SUPPLIES	TOTAL ANNUAL PRICE
1. Strip, seal, wax and buff vinyl tile floors: Full contract area	04	$ 412.00	$ 200.00	$ 1,648.00
	SUBTOTALS:	**$ 412.00**	**$ 200.00**	**$ 1,648.00**

SEMI-ANNUAL SERVICES (two times per year)

DESCRIPTION	ANNUAL ESTIMATED VOLUME	PRICE PER SERVICE	PRICE for EQUIPMENT & SUPPLIES	TOTAL ANNUAL PRICE
1. Carpet Cleaning: Full contract area	02	$ 904.00	$ 235.00	$ 1,808.00
2. Exterior window cleaning (inside and outside)	02	$ 75.00	$ 15.00	$ 150.00
	SUBTOTALS:	**$ 979.00**	**$ 250.00**	**$ 1,958.00**

ANNUAL SERVICES (once per year)

DESCRIPTION	ANNUAL ESTIMATED VOLUME OF SERVICES	PRICE PER SERVICE	PRICE for EQUIPMENT & SUPPLIES	TOTAL ANNUAL PRICE
1. Carpet Cleaning: High traffic area	01	$ 215.00	$ 60.00	$ 215.00
2. Clean light fixture lenses.	01	$ 135.00	$ 30.00	$ 135.00
	SUBTOTALS:	**$ 350.00**	**$ 90.00**	**$ 350.00**

ADDITIONAL SERVICES – FOR QUOTATION PURPOSES ONLY – not included in total price quotation

DESCRIPTION	ANNUAL ESTIMATED VOLUME OF SERVICES	PRICE PER SERVICE	PRICE for EQUIPMENT & SUPPLIES	TOTAL ANNUAL PRICE
Emergency Services (Includes cleaning services for emergency situations such as restrooms overflow, etc.)	**0**	$24.00 / hour	$	$
Miscellaneous facility maintenance services (Includes light maintenance such as hanging paper towel dispensers or hanging storage shelves) *– price quoted should be hourly*	**NOT APPLICABLE TO DHS LOCATIONS**			
	SUBTOTALS:	$	$	$

C. WORK PLAN DATA

***One year equals up to 248 State workdays (if scheduled Monday-Friday)**

MAN HOURS TO MANAGE THIS CONTRACT *(Add additional lines if Needed)*											
Description	**#**		**Hrs each work/day**		**Total Hrs. per day**		**Hourly Rates**		**# DAYS per Year**		**Labor Cost per Year**
Supervisory	1	X	.196	=	.196	X	14.49	X	248	=	704.33
Workers in fte = 2.65		X	3.00	=	7.95	X	8.41	X	248	=	$16,581.16
Benefits included in hourly rates											
Periodic cleaning	133		Hrs. Per Year	X	Hourly Rate		$8.41			=	$1,118.53
										MANHOURS TOTAL COST	**$18,404.02**

SUBCONTRACTORS	
Sub-contractor Total Costs	**$ 0**

DESCRIPTION OF BUSINESS COSTS	TOTAL ANNUAL COST
1. Cost of Cleaning Supplies	$ 2,090.00
2. Cost of Equipment & Rentals	$ 800.00
3. Cost of **Replenishment** Supplies (not applicable for DHS locations)	
4. Cost of Insurance (refer to Terms and Conditions) INCLUDED IN ADMIN BELOW	$ 0
5. Cost of Fringe Benefits (if not included as part of labor rate) (included in labor rate)	$ 0
6. Other Costs – (Provide detailed list or add rows to this table as needed) Administration	$ 2554.00
TOTAL BUSINESS COST	**$ 5,444.00**

TOTAL COST TO DO BUSINESS PER YEAR (Man-hours Total plus Subcontractors Total plus Total Business Cost)	**$23,848.02**

ANALYSIS OF BUSINESS COSTS (DMB – Purchasing Operations to complete)	
Total 1 Year Price from Pricing Sheet =	**$26,021.00**
MINUS	
Total Cost to Do Business Per Year =	$**23,848.02**
TOTAL PROFIT	**$2,172.98**

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Additional Analysis (by DMB-Purchasing Operations):