



# STATE OF MICHIGAN PROCUREMENT

## Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor  
Lansing, MI 48933

### NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **210000000298**

between

THE STATE OF MICHIGAN

and

<b>CONTRACTOR</b>	Hi-Tec Building Services, Inc.
	6578 Roger Drive, Suite A
	Jenison, MI 49428
	Brian Hogan, President
	616-662-1623
	bhogan@hitec-services.com
	CV0036572

<b>STATE</b>	Program Manager	Dave Graham	DNR
		989-732-3541 x 5006	
		GrahamD1@michigan.gov	
	Contract Administrator	Lisa Crozier-Green	DNR
		517-388-6626	
		CrozierGreenL@michigan.gov	

CONTRACT SUMMARY			
<b>DESCRIPTION: Janitorial Services, DNR Naubinway Field Office</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 1, 2021	December 31, 2023	Two 1-Year Options to Renew	December 31, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
The terms and conditions of this Contract are those of RFP 210000000335, this Contract Agreement and the vendor's quote dated December 17, 2020. In the event of any conflicts between the specifications and / or terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$41,300.00</b>

**FOR THE CONTRACTOR:**

**Hi-Tec Building Services, Inc.**

\_\_\_\_\_  
Company Name



\_\_\_\_\_  
Authorized Agent Signature

**Brian Hogan, President**

\_\_\_\_\_  
Authorized Agent (Print or Type)

*12/23/2020*

\_\_\_\_\_  
Date

**FOR THE STATE:**

*Lisa Crozier-Green*

\_\_\_\_\_  
Signature

**Lisa Crozier-Green**

\_\_\_\_\_  
Name & Title

**Department of Natural Resources**

\_\_\_\_\_  
Agency

**12/23/20**

\_\_\_\_\_  
Date

# **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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**Contract Number 210000000298**

**Department of Natural Resources  
Janitorial Services  
DNR Naubinway Field Office**

## **SCOPE**

This Contract is for Basic Monthly and Periodic Janitorial Services at the DNR Naubinway Field Office, W11569 E. US-2, Naubinway, MI 49762.

## **REQUIREMENTS**

### **1. Requirements**

#### **1.1. General Requirements**

- A. The Contractor agrees to provide all personnel, equipment, tools, materials, supervision, and other items and / or services necessary to perform the Contract Activities as described in Schedule A – Statement of Work. The required objective is to maintain the facility in a clean and safe condition for use by State employees and DNR customers.
- B. The Contractor agrees to provide all personnel, equipment, tools, materials, supervision and any other items and / or services necessary to perform the Contract Activities described in this RFP to maintain the facility in a clean and safe condition for use by State employees and DNR Customers.
- C. The Contractor agrees to provide all supervision necessary to oversee all Contract Activities performed by Contractor personnel or subcontractors.
- D. The State reserves the right to approve personnel and / or subcontractors for the Contract Activities, and to require placement of personnel found unacceptable.
- E. The State reserves the right to modify the services required under this RFP and / or any resulting contract to meet the State of Michigan's future needs.
- F. The State of Michigan will not pay for unperformed services, or for services performed on State Holidays unless pre-approved in writing (email acceptable) by Program Manager or designee.
- G. State Holidays include:
  - New Year's Eve / New Year's Day
  - Martin Luther King, Jr. Birthday
  - Presidents Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran's Day
  - Election Day (even numbered years)
  - Thanksgiving Day (Thursday and Friday)
  - Christmas Eve / Christmas Day

# SCHEDULE A – STATEMENT OF WORK

## CONTRACT ACTIVITIES

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**1.2 Specifications** - Following is a list of general areas and general cleaning specifications. General cleaning specifications included in this Section may not apply in every location. Refer to Schedule B, Part I, Location Specification Sheet for details and location-specific requirements. If an area or task is marked on the Task and Frequencies form, or included as a Periodic Service, refer to the applicable specification section for performance requirements and expectations.

**A. Office Areas, Conference Rooms, Offices, Work Stations, Etc.**

**1. All Floors**

- a. For routine cleaning, all floors are to be thoroughly cleaning, including under all easily moveable objects such as chairs, waste receptacles, floor mats, etc. After cleaning, replace all items moved.
- b. Moved objects are not to be stacked on desks, tables or windows sill, or used in place of a step ladder, etc.
- c. For intense floor cleaning, all furniture readily moveable by one person, and intended to be moved frequently, must be moved during cleaning, then replaced in original position upon completion.
- d. Leave no dirt, trash or foreign matter under desks, tables or chairs.
- e. All vinyl / hard surface floors must be maintained to provide safe, anti-slip conditions.

**2. Carpeted Floors**

- a. All carpets and rugs shall be clean, free of spots, gum, crusted material, spillage, and removable stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing of carpet.
- b. As part of the vacuuming process spot cleaning should be performed to remove traces of spilled drinks, food, dirt, etc. Spot cleaning may also be requested by the Program Manager as needed.
- c. The Contractor agrees to provide and use commercial grade equipment with HEPA filtered exhaust where water and / or snow does not present a problem. Commercial grade equipment includes standard upright, canister, or back-pack style vacuums (whichever provides the best value to the State).
  - i. If back-pack style vacuums are used, vacuuming with a beater brush vacuum must be performed one time per month.
  - ii. Back-pack vacuums should not be used in hallways and heavy traffic areas. Beater brush vacuums must be used.
- e. Vacuum rugs / floor mats. Remove rugs / floor mats and vacuum underneath.
- f. Broom edges and areas not reachable by equipment prior to vacuuming.
- g. After vacuuming, carpet should be clean with no trace of dust balls, dirt or other debris.

**3. Periodic Carpet Cleaning**

- a. Remove all moveable items and thoroughly vacuum area to be cleaned.

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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- b. Pre-treat carpet with approved chemical at approved dilution. Solution must be applied so fibers remain damp until cleaned. Chemical should remain on carpet 10 – 15 minutes before beginning steam cleaning.
- c. Steam clean carpet using truck-mounted and / or portable units which provide heat, pressure and extraction. Approved chemicals at proper dilution must be used.
- d. Agitate using an approved motor driven brush.
- e. A minimum of three cleaning passes and two vacuuming passes must be used.
- f. Ensure all dirt and stains have been removed during the extraction process.
- g. Thoroughly spray all cleaned carpet with approved carpet fiber protector at approved dilution.
- h. Replace all items removed for cleaning. Block or tab any metal in contact with carpet fiber until dry. All blocks or tabs should be removed during the next scheduled regular area cleaning, provided the carpet is thoroughly dry.

#### **4. Non-Carpeted Floors**

- a. Vacuum and remove all rugs, runners and mats.
- b. Remove all moveable items.
- c. Sweep floors with a broom / dustpan to remove trash, foreign matter, dirt and debris. Leave no dirt in corners, behind radiators, under furniture, behind doors or on stairs or landing. Leave no dirt where sweepings were picked up.
- d. Dust mop non-carpeted floors with a clean dust mop, treated with an approved water-based dust control chemical.
- e. Damp mop using a clean cotton mop head in good condition. Use clean water and change water frequently. Mop head must be damp, not saturated, and leave no excess water on floors.
- f. Use only approved chemicals at proper dilution.
- g. Finished floor must be clean, streak free, and free from strings, bristles, or dust streaks.
- h. Damp mop all spills.
- i. Damp mop and shine all high traffic vinyl floors.
- j. Replace all rugs, runners, mats and moveable items.

#### **5. Spray Buff Areas**

- a. Vacuum and remove all rugs, runners and mats.
- a. Remove all moveable items.
- b. Spray buff areas must be properly prepared before spray buffing by removing carpet runners, dust mopping and damp mopping.
- c. Buffing machine, pad and spray buffing chemical must be approved by the Program Manager or designee.
- d. Begin spray buffing by lightly spraying area just to the left or right of buffer with approved spray buffing chemical at approved dilution. Rotary buffer will

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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be worked back and forth over area lightly sprayed until floor has a high, streak free luster.

- e. 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.
- f. Do not allow buffer to run in one spot for too long to avoid burning the floor.
- g. Floor shall be dust mopped after spray buffing is completed.
- h. Replace all rugs, runners, mats and moveable items

### **6. Wet Mop Areas**

- a. Vacuum and remove all rugs, runners and mats.
- b. Remove all moveable items.
- c. Sweep floor and remove visible dirt and debris, gum, tar or foreign substances from floor surface.
- d. Scrub floor with approved chemicals at proper dilution. Mop head must be thoroughly wet with solution during mopping / scrubbing process.
- e. Rinse with clean water.
- f. Apply approved floor shine product unless cleaning solution contains floor shine.
- g. Ensure baseboards, walls, furniture and equipment are clean when wet mopping is complete. Do not leave baseboards, walls, furniture or equipment in splashed, disfigured or damaged condition.
- h. Dry mop floor to remove any residue, water streaks, mop marks, strings, etc.
- i. All surfaces must be dry with corners and cracks clean.
- j. Replace all rugs, runners, mats and moveable items.

### **7. Walls / Doors / Windows**

- a. Remove all cobwebs.
- b. Spot clean walls.
- c. Clean and polish entrance glass and pass-through glass at reception area, and security desk.
- d. Clean and polish any glass panels or door glass in entries, lobbies, cubicles, in or next to office or conference room doors. Remove all handprints, smudges and soil. If necessary, clean the entire door or window to accomplish this task.
- e. Clean and polish any interior and exterior entryway windows.
- f. Clean switches, kick plates, and dust baseboards / radiators.
- g. Dust window hangings or blinds with a vacuum tool.
- h. Wash and sterilize all surfaces on public water fountains with approved disinfectant.

### **8. All Dusting / Spot Cleaning**

- a. Dust surfaces with the most effective method, either a treated dust cloth or vacuum tools. Do not move dust from spot-to-spot.
- b. Leave no dust streaks.

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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- c. Corners, crevices, molding and ledges should be free of dust and cobwebs.
- d. Leave no oil spots or smudges on dusted surfaces.
- e. Horizontal surfaces requiring dusting include, but are not limited to, counter tops, file cabinets, tables, coat racks, partition tops, window ledges, door and window frame trim, etc.

### **9. Furniture**

- a. Dust surfaces with the most effective method, either a treated dust cloth or vacuum tools. Do not move dust from spot-to-spot.
- b. Clean all lobby furniture and counters by the most appropriate means.
- c. Disinfect all table surfaces and countertops.
- d. Clean all cleared desk surfaces with approved desk / counter cleaner.
- e. Dust all furniture, high and low, including flipper tops in cubicles and hallway file cabinets.

### **10. Trash**

- a. Waste containers in general office space must be emptied during each regular service day.
- b. Waste containers in restrooms, break rooms and conference rooms must be inspected daily and changed as needed.
- c. Empty waste receptacles into plastic bags, tie off and remove to designated location. Refer to Schedule B1 for site-specific designated location.
- d. Dispose of items in waste containers only. If not in waste container, only dispose of items clearly marked for disposal. When in doubt do not remove.
- e. Liners must be used in all waste receptacles and changed as needed, not less than once per month.
- f. Wash, inside and out, any waste receptacles presenting a soiled or odorous condition.
- g. Replace torn or soiled liners.

### **11. Recyclables**

- a. Pick up recyclable paper from recycling containers and remove to designated containers in the loading dock area.
- b. This does not include individual boxes on desks or in cubicles.

### **12. Air Bars and Vents**

- a. Vacuum dust and dirt from air bars and vents.
- b. Damp wipe clean with approved disinfectant solution.
- c. Wipe dry.

## **B. Restrooms**

### **1. Signage**

During working hours of building occupants, or when employees are in the building, an approved sign must be placed in the restroom entrance to notify employees the restroom is closed for cleaning. Refer to Schedule B1 for working hours of building occupants.

### **2. Routine and Monthly Deep Cleaning of Toilets and Urinals**

# SCHEDULE A – STATEMENT OF WORK

## CONTRACT ACTIVITIES

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- a. Routine Toilet Cleaning – **Acid free toilet bowl cleaner** must be used for routine daily cleaning.
- b. Monthly Deep Cleaning – Acid toilet bowl cleaner (10% acid or less) may be used once a month for deep cleaning **water-based** toilets and urinals.
- c. Do not use acid-based cleaner in waterless or cartridge-based urinals.
- d. Acid may be applied only on the interior of porcelain toilet or urinal.
- e. Take great care to ensure acid cleaner is not applied to (or come in contact with) any surface other than inside porcelain toilet bowls or water-based urinals.
- 3. Cleaning and Sanitizing Toilets, Urinals and Partitions**
  - a. Thoroughly clean toilets, toilet seats, and urinals with approved acid free bowl cleaner, and rinse thoroughly.
  - b. Completely wipe entire exterior of toilet, seat, urinal and all associated plumbing connections with approved disinfectant solution. Buff dry to a streak, smear and smudge free shine.
  - c. Leave seats in upright position.
  - d. Clean toilet and urinal partitions, walls and doors with approved germicidal solution and rinse thoroughly with clean water.
  - e. Clean partition doors on both sides.
  - f. Spot clean walls behind toilets or urinals with approved germicidal solution.
- 4. Sinks / Faucets and Spigots**
  - a. Using approved cleaning solution (no abrasive cleansers), thoroughly clean sinks, faucets and spigots.
  - b. Rinse cleanser residue, then wipe each item with approved disinfectant solution and allow to air dry.
- 5. Dusting / Spot Cleaning / Other Surfaces / Trash / Dispensers**
  - a. Dust all surfaces, ledges, fixtures, edges, shelves, exposed pipes, partitions, door frames, ceiling vents, lighting devices. Pay particular attention to tops of horizontal surfaces.
  - b. Using approved cleaning solution, thoroughly clean mirrors and counters.
  - c. Using approved cleaning solution, thoroughly clean handicap rails, baby changing stations, hand dryers, paper towel dispensers, light switch covers, doors, hand and kick plates, etc.
  - d. Wipe each surface with approved disinfectant solution and allow to air dry.
  - e. Spot clean all walls around sinks, waste receptacles, handicap rails, baby changing stations, switch and plug covers, entrance doors (inside and out), etc., with approved germicidal solution.
  - f. Empty, clean, and disinfect all sanitary napkin dispensers and waste receptacles.
  - g. Empty waste receptacles into plastic bags, tie off and remove to designated location. Refer to Schedule B1 for designated waste location.
  - h. Polish all chrome.



## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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- i. Check all dispensers (i.e. hand soap, paper towels, toilet paper, etc). Refill as necessary. See Section 1.1(H) – Replenishable Supplies.

### **6. Restroom Floors and Walls**

#### **a. Routine Cleaning**

- i. Sweep floor with a broom and dustpan, removing all dirt and debris. Empty dirt / debris into trash bag and tie off.
- ii. Using a clean cotton mop head in good condition, and approved cleaning solution at the proper dilution, thoroughly damp mop floors.
- iii. Pay special attention to grout, corners of floor, behind urinals and toilets, under sinks, baseboards, and where stalls connect to the floor.
- iv. Rinse with clean water, changing water frequently and leaving no excess water on floor.
- v. Damp mop with approved disinfectant solution and allow to air dry.
- vi. Mops used in restrooms must never be used in other non-restroom areas.
- vii. Empty used disinfectant down restroom floor drain.

#### **b. Deep Cleaning / Scrub**

- i. Place approved “closed” sign at entrance to restroom.
- ii. Remove all movable objects from the area.
- iii. Apply approved cleaning solution at approved dilution to walls.
- iv. Do not allow solution to dry
- v. Scrub walls with stiff bristle brush. Be sure any grout is clean.
- vi. Wipe walls with a sponge and clean water.
- vii. Apply approved cleaning solution at approved dilution to floors.
- viii. Scrub floors with stiff bristle brush. Be sure any grout is clean.
- ix. Pay special attention to grout, corners of floor, behind urinals and toilets, under sinks, baseboards, and where stalls connect to the floor.
- x. Pick up dirty solution with wet vac.
- xi. Mop rinse area with a clean cotton mop head and clean water.
- xii. Mop rinse a second time with a clean cotton mop and clean water.
- xiii. Make sure all walls, doors, baseboards, etc. are thoroughly rinsed and free of splashes or debris.
- xiv. When floor is dry, replace all objects moved from area.
- xv. Remove signs and reopen.

### **7. Showers**

- a. Thoroughly clean all showers, including shower bottom / floor / pan, walls, partitions, doors, faucets, handrails, etc. with approved cleaning chemical at proper dilution.
- b. Rinse thoroughly with clean water.
- c. Wipe all areas with approved disinfectant solution and allow to air dry.

### **8. Visually Inspect Restroom.**

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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- a. Restroom must be clean, the floor dry, dispensers filled, trash removed, etc., as needed or requested by Program Manager or designee.

### **C. Breakroom**

#### **1. Floors**

- a. Sweep floors with a broom and dustpan to remove visible dirt and debris. Leave no dirt in corners, behind radiators, under furniture, behind doors or on stairs or landing. Leave no dirt where sweepings were picked up.
- b. Dust mop non-carpeted floors with a treated mop.
- c. Damp mop using clean water. Empty, rinse and refill mop bucket as required to maintain clean water. Mop head must be only damp. Leave no excess water on floor.
- d. Finished floor must be clean, streak free, and free from strings, bristles, or dust streaks.
- e. Damp mop all spills.
- f. Damp mop and shine all high traffic vinyl floors.

#### **2. Other**

- a. Clean, scour and sanitize sink.
- b. Damp wipe counter tops, table tops, front of cabinetry and outer surfaces of refrigerator.
- c. Wipe under all counter top appliances.
- d. Wipe interior and exterior of microwave.
- e. Refill paper towel dispensers as needed.

### **D. Furnace Room / Janitorial Closet**

- 1. Keep clean as needed.

### **E. Exterior Areas**

#### **1. Pavement**

- a. Sweep pavement and remove cigarette butts to clean the area, including areas immediately surrounding ashtrays and entrances.

#### **2. Ashtrays**

- a. Empty and clean ashtrays at the exterior of the building
- b. Sand receptacles must be cleaned by sifting sand. Add clean sand as needed.
- c. Dry receptacles must be emptied and cleaned.
- d. 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.

### **F. Cleaning Rags and Materials**

- 1. The Contractor is responsible for removing, laundering and returning any soiled, State-supplied cleaning rags, sponges, or other such supplies as necessary to maintain items in a clean and sanitary condition.

### **G. Materials, Treatment, Etc.**

- 1. Chemicals, Cleaners and Finishes

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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- a. The Contractor agrees to provide all cleaning supplies required to fulfill the Contract Activities. This includes, but is not limited, chemicals, cleaners and finishes for the treatment of various types of fixtures, plumbing, wall, flooring, carpeting, furniture, etc.
- b. The use of powdered scouring cleansers is expressly prohibited.
- c. The State prefers Contractors provide cleaning solutions, chemicals and finishes that do not require the use of aerosol cans or utilize chlorofluorocarbons to dispense product.
- d. If the Contractor intends to utilize product in aerosol cans, the Contractor agrees to disclose the product and receive written agreement from the Program Manager or designee.
- e. The Contractor agrees to provide a complete list for Program Manager or designee approval of all proposed chemicals, cleaners and finishes prior to implementing their use on site.
- f. The Contractor agrees to provide and maintain MSDS for all chemicals, cleaners and finishes on site. Location of MSDS documentation will be determined by the Program Manager or designee.
- g. The State reserves the right to reject any cleaners, chemicals and finishes.
- h. If any cleaners, chemicals or finishes are rejected by the Program Manager or designee, the Contractor agrees to immediately remove and provide an acceptable, approved alternate within 24 hours for Program Manager or designee approval.
- i. The Contractor agrees to accept sole responsibility for preserving and protecting State-owned or occupied property against damage or deterioration.

### **H. Replenishable Supplies**

1. All replenishable supplies will be furnished by the DNR including:
  - a. Paper towels
  - b. Hand soap
  - c. Light bulbs
  - d. Toilet tissue
  - e. Plastic trash can / waste receptacle liners

### **I. Emergency Cleaning**

1. When necessary, the Program Manager or designee will assign emergency cleaning tasks which may include, but are not limited to:
  - a. Dusting
  - b. Vacuuming
  - c. Mopping
  - d. Carpet extraction
  - e. Window washing

### **J. Hazardous Conditions**

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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1. Conditions that are deemed hazardous, or that may be questionable (i.e. burned out lights, loose railings, loose ceiling tiles, exposed wiring, broken windows, etc.) must be:
2. Immediately verbally reported to the Program Manager or designee.
3. Written follow up to the Program Manager or designee within 24 hours. Written follow up should include a description of the hazardous condition, the specific location, and the date and time the condition was discovered.

### **K. Mechanical and Other Equipment**

1. The Contractor agrees to furnish all mechanical and / or power equipment required to perform the Contract Activities.
2. Equipment may include, but is not limited to:
  - a. Vacuums
  - b. Floor machines
  - c. Gloves
  - d. Eyewash
  - e. Wet floor signs
  - f. Cotton mop heads and handles
  - g. Mop buckets
  - h. Scrub pads
3. Contractor owned equipment may be stored on site when not in use. Program Manager or designee will notify Contractor of proper storage location.
4. Contractor maintains sole responsibility for all Contractor property stored on site.

### **L. Inspection and Correction of Deficiencies**

1. Performance Evaluations will be given to the Contractor noting exceptions in performance to the required specifications.
2. Contractor must correct deficiencies as follows:
  - a. Basic Janitorial Services – five day per week contracts - deficiency must be corrected within 8 business hours, two or three day a week contracts – deficiency must be corrected the next scheduled service day.
  - b. Periodic Services – deficiency must be corrected within 24 business hours.
3. Failure to perform or failure to correct deficiency within the specified time may result in a Vendor Performance entered against the Contractor, a deductible incident, and / or contract cancellation. Refer to Section 2.0 for detail regarding deductible incidents.

### **1.3. Warranties**

- A. The State reserves the right to require additional warranties other than those identified by the Contractor in its response to this RFP.

#### **B. Damage to State-owned, Leased or Citizen-owned Property**

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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1. In all instances where State-owned or leased, or Citizen-owned property or equipment is damaged, the Contractor agrees to notify the Program Manager or designee of the facts and extent of the damage:
  - a. Verbally – within one hour of the damage or discovery of damage, and
  - b. In writing within 24 hours of the damage or discovery of damage.
2. Contractor shall be responsible for repair, replacement or cleanup as necessary to any State-owned or leased or Citizen-owned property due to carelessness, misuse or neglect of the Contractor or any of the Contractor's personnel or subcontractors.
3. In the event of Contractor liability for damages, the Contractor agrees:
  - a. The State will repair, replace or cleanup the damage.
  - b. The State will provide the Contractor with documentary evidence (i.e. invoices, etc.) of the costs associated with the repair, replacement or cleanup, and
  - c. The Contractor will reimburse the State for the full amount of the repair, replacement or cleanup either by:
    - i. Forwarding payment in full within 45 days of receipt of documentary evidence, or
    - ii. By agreeing, in writing, to allow the State to hold back contractual payments until the cost for the repair, replacement or cleanup has been fully reimbursed to the State.

### **C. Health, Safety and Environmental Protection**

1. The Contractor agrees to conform to all applicable federal, state and local laws and to the requirements of this contract.
2. In performing the Contract Activities, the Contractor shall:
  - a. Take all reasonable precautions to prevent the release of hazardous chemicals into the environment.
  - b. Take all additional precautions the Program Manager or designee requires.
3. Any violation of the health, safety and environmental rules may be grounds for termination of this contract.

### **1.4. Quality Assurance Program**

- A. The Contractor shall remain responsible for the repair and maintenance of all equipment used in the performance of the Contract Activities.

### **1.5. Incentives**

- A. The Contractor is offering a 1% discount if invoice is paid by the 10<sup>th</sup> of the month.

## **2. Service Levels**

### **2.1. Time Frames**

- A. All Contract Activities must be performed in compliance with all Schedule A requirements, Schedule B1, Part I, or as requested by the Program Manager or designee.
- B. Contract Activities may commence from receipt of Delivery Order.

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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- C. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

### **2.2. Reporting**

#### **A. Reports and Forms**

1. The Contractor agrees to provide all required reports and complete all required forms. The Program Manager or designee will provide Contractor with DNR required forms.
  - a. Reports and forms may include, but are not limited to:
    - i. Maintenance Inspection Reports
    - ii. Damage Reports
    - iii. Accident / Incident Reports
    - iv. Contractor Evaluation
    - v. Time Keeping Reports
    - vi. MSDS Forms
  - c. The Contractor agrees all required daily forms will be completed daily and maintained by the attendant.
  - d. The State reserves the right to require other reports or completion of additional forms.
2. Damage Reports
  - a. In all instances where State property or equipment is damaged, the Contractor shall submit to the Program Manager or designee a Damage Report containing the facts and extent of the damage. Damage reports must be submitted verbally within one hour of the damage, and in writing within twenty-four (24) hours of the damage.
3. Accident Reports
  - a. The Contractor shall comply with State of Michigan, OSHA, and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness.
  - b. The Contractor agrees to provide a verbal report to the Program Manager or designee within one hour of the accident, and a written report within twenty-four (24) hours of the accident.
4. Time Keeping
  - a. The Contractor agrees to provide monthly time sheets, submitted to the Program Manager or designee by the 15th of each month. The time sheets must include:
    - i. Employee name
    - ii. Dates worked
    - iii. Area worked
    - iv. Hours worked – including starting and quitting times
5. MSDS Forms
  - a. The Contractor agrees to maintain MSDS forms on site, in area designated by Program Manager or designee.

# SCHEDULE A – STATEMENT OF WORK

## CONTRACT ACTIVITIES

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### 2.3. Meetings

- A. The Contractor agrees to attend any meetings requested by the State.
- B. The Contractor agrees to attend the following meetings:
  - 1. Kick-off meeting within 30 calendar days of the Effective Date of the contract.
  - 2. Annual Service Review and Progress Meeting
  - 3. Quarterly Program Manager Meeting
  - 4. Annual Service Review and Progress Meeting. The Program Manager or designee may, if necessary, request meetings with the Contractor to discuss services provided each year under the specifications, terms and conditions of the contract. The Contractor's total service quality may be evaluated including responsiveness, timeliness of required reporting, or any other specifics as required under the terms of the contract. Unsatisfactory services may result in contract cancellation.
  - 5. Quarterly Program Manager Meeting. The Program Manager or designee may elect to meet with the Contractor to discuss progress and provide necessary guidance in solving problems that arise.
- C. The State may request other meetings as it deems appropriate.

### 3. Staffing

#### 3.1 Key Personnel

- A. The Contractor agrees to employ, at a minimum, one Key Personnel defined by the State and a full-time Project / Regional / Area or Site Supervisor who will be directly responsible for the day-to-day operations of the Contract.
- B. Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 8 business hours.
- C. The State reserves the right to require the Contractor to employ more than one Key Personnel to adequately supervise the day-to-day Contract Activities.
  - a. The State reserves the right to approve Key Personnel for this project and to require replacement of any Key Personnel found to be unacceptable at any time during the project.
  - b. The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause.
  - c. The State may request a résumé and conduct an interview before approving a change.
  - d. The State may require a 30 calendar-day training period for replacement personnel.
  - e. Key Personnel shall act as the Contractor's designated representative at the specified locations.



## SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- f. Key Personnel will be trained and qualified to directly supervise the day-to-day Contract Activities.
- g. General employees or attendants may not be substituted for Key Personnel.

<p><b><i>Contractor Key Personnel</i></b></p> <p><b>Brian Hogan, President, Jenison, MI (616) 662-1623</b>  <b>bhogan@hitec-services.com</b>  <b>30+ years' experience in multiple facilities management</b>          Overall responsibility for compliance with contract provisions &amp; periodic site visits to assure quality.</p> <p><b>Synthia Shariff - Operations Manager, Sault Ste. Marie, MI (906) 201-1273</b>  <b>sshariff@hitec-services.com</b>  <b>Over 7 years management experience in management.</b>          She covers the Mid Upper Peninsula to the East side. Active communication with the Facility Manager throughout the week. Extensive experience in managing multiple facilities. Employee disciplinary actions. Express Time recording program. Hazard Communication training. Personal Protection Equipment training. Blood Born Pathogen training. Active at the facility throughout the month. Responsible to assure ultimate cleanliness of the facility by communication either by site visit or phone call to Contract Administrator. Responsible to assure compliance with contract specifications.</p>
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### 3.2 Contractor Representative

- A. The Contractor agrees to appoint one (1) individual, specifically assigned to any resulting Contract who will be available to receive calls for service prior to 7:00 a.m. Monday – Friday, respond to notice of unacceptable conditions within four (4) business hours and respond to State inquiries regarding the Contract Activities.
- B. The Contractor agrees to notify the Contract Administrator at least ten (10) calendar days before removing or assigning a new Contractor Representative. The Contract Administrator will draft a Change Notice for signature by the Contractor.
- C. The Contractor agrees to identify the Contractor Representative, indicate where they will be physically located, provide contact information and describe the functions they will perform.

<p><b><i>Contractor Representative</i></b></p> <p><b>Contractor Representative: Brian Hogan</b>  <b>Telephone Number: 616-662-1623 Cell Phone: 616-437-3234</b>  <b>Email Address: bhogan@hitec-services.com.</b>          Availability: Available as needed.          Function: President/Owner</p>
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### 3.2. Disclosure of Subcontractors

- A. The Contractor agrees to remain responsible for the management of any subcontractors utilized for the performance of Contract Activities. Subcontractors will be bound to the Contractor by the terms of any resulting Contract.
- B. The State reserves the right to review and approve any subcontractor or require replacement of unacceptable subcontractors. The State's written approval of any



## SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

subcontractor does not relieve the Contractor of any obligation or performance required under any resulting Contract.

- C. Any change in subcontractor(s) should be pre-approved, in writing (email is acceptable) by the Program Manager, with notice to the Contract Administrator.
- D. The State will direct payments for Contract Activities only to the Contractor. The State will not direct payment to a subcontractor.
- E. The Contractor does not intend to utilize a subcontractor for any portion of the Contract Activities. If the Contractor determines a subcontractor is required for any portion of the Contract Activities, the Contractor agrees to provide the following:

Subcontractor Business Name:  
 Address:  
 Telephone:  
 Email:  
 Description of organization:  
 Services provided:  
 Detail on Subcontractor's ability to provide Contract Activities:  
 Previous working relationship with Contractor:  
 Description of Contract Activities to be performed:

### 3.3. Project Work Plan

- A. The Contractor has provided a detailed project work plan (Schedule B1, Part II) which includes:
  - 1. Equipment List
  - 2. Schedule of Operations
  - 3. Transition Plan
    - a. Transition In
      - i. Documentation of employee background checks and drug screening
      - ii. Introduction or employment of Key Personnel
      - iii. Training documentation for all site employees on cleaning, MSDS, etc.
      - iv. Obtain keys or key cards from Program Manager or designee
      - v. Security screening / clearance
      - vi. Lead time required to hire employees
      - vii. Lead time required to train employees
    - b. Transition Out
      - i. Refer to Section 25 of the Standard Contract Terms for transition out responsibilities.
      - ii. Keys and key cards must be returned to the Program Manager or designee by the final date of service.
      - iii. Unreturned, lost, stolen, etc., keys and key cards shall remain the Contractor's responsibility. The cost to replace or rekey will be deducted from final invoice.
      - iv. In the event the Contractor, or employee(s) creates the need to reprogram the building security, the price of reprogramming will remain

## SCHEDULE A – STATEMENT OF WORK

### CONTRACT ACTIVITIES

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the Contractor's responsibility and will be deducted from the Contractor's final invoice.

4. Implementation Plan – Demonstrating the ability of your company to provide services for this location.
5. Contingency Plan – Detailing how you will handle sick or no-show employees.

#### 3.4 Security

##### A. Contractor Responsibilities

1. The Contractor and / or Sub-contractor's staff will be performing Contract Activities in State facilities and on State property. The Contractor agrees to provide with the proposal (Schedule B1), a statement which describes:
  - a. How the Contractor intends to ensure the security of State facilities
  - b. Whether Contractor's staff are required to wear uniforms and/or ID badges
  - c. Whether the Contractor performs background checks on employees
  - d. The scope of the background check
  - e. Any additional site-specific security measures the Contractor intends to ensure the security of State facilities.
2. Drug Testing
  - a. The Contractor and / or Subcontractors must submit their drug testing policies and processes with the bid submittal.
  - b. Policies and processes must include pre-employment and random / reasonable suspicion testing.
  - c. Policies and processes must address screening for prospective and current employees, including frequency. The drug testing policies and processes must include screening tests and panel thresholds.
  - d. The policies should specify the length of time drug testing records are retained.
  - e. Upon request, the Contractor and/or sub-contractors must share drug testing records / documentation with DNR Human Resources Director, or their designee.
3. Background Checks
  - a. Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. Documentation must be provided upon request to the State of Michigan. Contractor is responsible for all costs associated with the processing the background checks. The State, in its sole discretion, may also perform background checks.
  - b. The Contractor, and/or its sub-contractors who will be completing onsite work, must:
    - i. Submit its background check policies and processes with the bid submittal. The policies and processes must:
    - ii. Address screening for prospective and current employees, including frequency and disqualification criteria.

## SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

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- iii. Include the screening criteria used to determine whether an applicant qualifies to be in the Contractor's employ, including sub-contractor employees.
    - iv. Specify the length of time background check records are retained.
    - v. Provide specifics relative to the company that will perform the background checks,
    - vi. Detail the scope of the background check
    - vii. Detail the type of background check/investigation used to screen company employees (i.e. Criminal History, Financial, etc.).
  - c. Upon request, the Contractor and/or sub-contractors must share background check results / documentation with DNR Human Resources, or their designee.
  - d. The State reserves the right to request additional background checks at the discretion of state agencies or branches of state government as outlined in the Standard Contract Terms document.
  - e. The Contract is contingent upon the Contractor's ability to supply workers capable of passing a criminal background check. The Contractor agrees to demonstrate the worker(s) has no felony convictions or pending felony charges that are substantially related to the contracted activities or services.
4. Sub-Contractors
- a. The Contractor shall ensure background checks and drug testing requirements of sub-contractor employees are adhered to as if the workers were the Contractors employees when engaged in State projects.
5. Identification Badges
- a. All Contractor and sub-contractor staff will display State credentials while performing work on State premises.
- B. DNR Human Resources Responsibilities**
- 1. DNR Human Resources, or designee, is the sole contact to view background check or drug testing results on behalf of the State.
  - 2. DNR Human Resources contact person is: Amy Abdo, AbdoA@michigan.gov. (517) 284-5017.
- C. State Employee Responsibilities**
- 1. State employees are required to report any potential concerns regarding security, theft, requests for reasonable suspicion testing, or substance abuse issues regarding the Contractor's employees to: T/B/D at Contract.
- D. Keys, Codes and Key Cards**
- 1. Keys or key cards will be furnished by the State and **MUST NOT BE DUPLICATED**.
  - 2. Contractor agrees to maintain a secure environment while cleaning the facility. Building lock up to include:
    - a. Turn off bathroom exhaust fans
    - b. Turn off all interior lights

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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- c. Check and lock all entrance doors, gates, or other access into the building
- d. Properly set security alarm, if applicable.
- 3. Only Contractor employees are allowed on site. Contractor employees must not bring friends or family members on site.
- 4. Contractor must lock the facility when leaving.
- 5. If the location is equipped with a security alarm, the Contractor agrees to properly set the security alarm when leaving the facility. Failure to properly lock the building or set the security alarm (where applicable) may result in a Vendor Performance Report and possible cancellation of the contract.
- 6. Contractor agrees any cost incurred from contacting 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.
- 7. In the event the State has to re-key the facility due to lost, broken or non-returned keys or keycards, the cost to re-key will be deducted from the Contractors next available invoice.
- 8. Should the contract be cancelled by default of Contractor, the cost of changing the building locks, providing new keys or key cards, and re-coding the security alarm (when applicable) will be charged to the Contractor and deducted from final payment due the Contractor.
- 9. The Contractor ensures all employees are trained on proper security for locking and unlocking facilities. If there is an employee change, keys or key cards are turned in to the Manager.
- 10. The Contractor ensures all employees are provided and expected to wear a badge indicating the Contractor and employee name.
- 11. The Contractor ensures all employees wear uniforms supplied by the Contractor, or clean and neat clothing and ID badge.
- 12. The Contractor performs background checks on all potential employees using State of Michigan ICHAT and National Sex Offender Registry.

### **4. Pricing**

#### **4.1. Price Term**

- A. Pricing is firm for a 365-day period ("Pricing Period") which begins on the Effective Date of any resulting Contract. Adjustments may be requested, in writing, by either party, effective no earlier than the next Pricing Period.

#### **4.2. Price Changes**

- A. Adjustments will be based only on actual changes in Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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- B. Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.
- C. The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

### **5. Ordering**

#### **5.1. Authorizing Document**

- A. The appropriate authorizing document to begin Contract Activities will be properly executed delivery order (DO). Delivery orders will be provided to the Contractor via the email address in their SIGMA VSS account.

#### **5.2 Order Verification**

- A. The Contractor agrees to have internal controls to verify abnormal orders and to ensure that only authorized individuals place orders.

### **6. Service Levels**

#### **6.1. Days and Times of Basic and Periodic Service**

- A. The Contractor agrees to adhere to the days and times of Basic and Periodic Services as detailed in Schedule B1, Part I – Location Specification Sheet.
- B. Contractor agrees all site staff will remain actively working during specified times of service, except during regularly scheduled breaks.

#### **6.2. Acceptance, Inspection and Testing**

- A. The Program Manager or designee is the only individual authorized to determine whether the Contract Activities are acceptable. Notice of unacceptable conditions by anyone other than the Program Manager or designee should be forwarded to the Program Manager for verification.
- B. If the Program Manager or designee determine any portion of the Contract Activities are unacceptable, the Program Manager or designee will immediately notify the Contractor Representative by telephone with follow up written notice by email.
- C. Acceptance of Contract Activities is pursuant to Section 14 of the Standard Contract Terms.
- D. The following criteria will be used by the State to determine Acceptance of the Contract Activities under this RFP.
- E. The Program Manager or designee will conduct weekly inspections for compliance with Section 1.1 Specifications and site-specific requirements in compliance with Schedule B1 – the Location Specification Sheet, noting any deficiencies. The Program Manager or designee will make the final determination as to whether any task has been satisfactorily performed.

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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- F. The Program Manager or designee will maintain a record of complaints from the agency or departmental staff and provide record of complaints to the Contractor. The record will identify areas requiring special attention, on the day the complaint was received, which must be completed by the Contractor within eight business hours of receipt.
- G. The Contractor agrees to remain responsible to make any necessary changes if the Program Manager or designee determines that any task has not been performed adequately or satisfactorily. Contractor must correct the deficiency within 8 business hours for basic janitorial issues, and within 24 business hours for periodic services, or sooner, depending on the severity of the task.

### **6.3. Causes for Contractual Deductions**

- A. Deductible Incidents include, but are not limited to:
  - 1. Failure to Respond to Emergency Situations
  - 2. Unsatisfactory Conditions
  - 3. Incomplete or Missing Records or Reports
  - 4. Inadequate or Unapproved Supplies
- B. Failure to Respond to Emergency Situations
  - 1. In the event of an emergency, the Program Manager or designee will telephone the assigned Key Personnel.
  - 2. Key Personnel failure to respond to the Program Manager or designee within two (2) hours of the initial call may result in a \$100.00 invoice deduction and an additional deduction of \$50.00 for every ½ hour of delay.
- C. Unsatisfactory Conditions
  - 1. The Program Manager or designee is authorized to determine whether Contract Activities are satisfactory.
  - 2. If the Program Manager or designee determines any Contract Activity has not been adequately performed, the Program Manager or designee will immediately notify the Contractor of the unsatisfactory condition.
  - 3. If service is performed one day per week, the Contractor agrees to correct the unsatisfactory condition at the next scheduled service.
  - 4. Failure to correct the unsatisfactory condition within the specified time frame may result in a \$25.00 per day invoice deduction for the first day, and a \$100.00 deduction for each additional day.
- D. Incomplete or Missing Records or Reports
  - 1. Incomplete or missing MSDS sheets may result in a \$25.00 per day invoice deduction.
  - 2. Failure to complete and submit any required report or form within specified time may result in a \$25.00 per day invoice deduction.
- E. Inadequate or Unapproved Supplies
  - 1. Inadequate supplies, or unapproved supplies found on site, may result in a \$50.00 per day invoice deduction.

### **6.4. Escalation (Contract Compliance)**

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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- A. First Instance –
  - 1. If the Program Manager or designee determines the Contractor is non-compliant with the terms, conditions and / or specifications of the contract, or a Deductible Incident or Condition has occurred, the Program Manager or designee will:
    - a. Verbally notify the Contractor of the situation or issue
    - b. Provide a description of the non-compliance or Deductible Incident or Condition.
    - c. Specify a date by which the issue must be resolved.
  - 2. The Contractor should provide the Program Manager or designee with a verbal root cause analysis and corrective action plan.
  - 3. The Program Manager or designee will preserve a written record of the issue, proposed resolution, and time frame for inclusion in the annual Contract Compliance Report and provide a copy to the Contractor.
- B. Second Instance –
  - 1. If resolution is not achieved, or the issue arises again, the Program Manager or designee will:
  - 2. Schedule an in-person meeting with the Contractor and provide, in writing:
    - a. A description of the specific problem
    - b. A description of the actions the Contractor is expected to take to resolve the problem
    - c. A date by which the Contractor is expected to resolve the problem
    - d. Notify Contractor of the intent to exercise the Contractual Deduction
    - e. Request, in writing, the Contractor's root cause and corrective action plan.
  - 3. Program Manager or designee should preserve a written record of the meeting, expectations and resolution for inclusion in the annual Contract Compliance Report and provide a copy for the Contractor.
  - 4. Exercise the Contractual Deduction as a deduction from the next invoice.
  - 5. Enter a Vendor Performance Report in MAIN.
- C. If resolution is not achieved or the issue arises again, a written notice of termination may be sent to the Contractor.
- D. In the event a contract is cancelled, the State may award the contract to the next lowest qualified bidder.

### **7. Invoice and Payment**

#### **7.1. Invoice Requirements**

- A. All invoices submitted to the State must include: (a) date; (b) delivery order number (doc I.D.); (c) quantity; (d) description of the Contract Activities; (e) unit price; and (f) total price.
- B. All invoices will be verified against service receipts.



## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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- C. Prior to release of payment, invoices will be adjusted to account for any outstanding invoice deductions, damaged or missing items and / or liquidated damages.

### **7.2. Payment Methods**

- A. The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) only.

### **7.3. Procedure / Payment Terms**

- A. Payment terms are Net 45 Days after receipt of invoice (ARI).

## **8. Project Plan**

- A. The Contractor agrees to carry out this project under the direction and control of the DNR Program Manager.
- B. Within 30 calendar days of the Effective Date, the Contractor may be required to submit a project plan to the Program Manager for final approval. If requested the plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

## **9. Transition**

- A. Contract Execution:** The Contractor agrees to sign and date the Contract by the estimated Contract Start Date and provide a current certificate of liability insurance with the required coverage and limits of liability as stated in Section 6 of the Standard Contract Terms.
- B. Post-Contract Transition:**
  - 1. Invoices must be received by the State within 45 days after expiration of contract. Any invoices received after 45 days may result in a non-payment of invoice.
  - 2. The Contractor agrees, if required, to continue providing Contract Activities for the length of time specified in Section 21 of the Standard Contract Terms.

## **10. Liquidated Damages**

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$500 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.



# SCHEDULE B1, PART I

## LOCATION SPECIFICATION SHEET

**Contract Number 210000000298**

**Department of Natural Resources  
 Janitorial Services  
 DNR Naubinway Field Office**

CONTRACT INFORMATION			
<b>CONTRACT TERM:</b>	THREE YEARS	<b>OPTIONS:</b>	TWO 1- YEAR
<b>CONTRACT START DATE:</b>	1/1/21	<b>CONTRACT END DATE:</b>	12/31/23
<b>CONTRACTING AGENCY:</b>	DEPARTMENT OF NATURAL RESOURCES		
<b>BUILDING NAME :</b>	NAUBINWAY FIELD OFFICE		
<b>BUILDING ADDRESS:</b>	W11569 E. US-2, NAUBINWAY, MI 49762		
<b>CRO "SET ASIDE"?</b>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
<b>SCHEDULED TO BE IN FUTURE?</b>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
<b>PROSPERITY REGION / COUNTY:</b>	REGION: 1 – UPPER PENINSULA COUNTY: MACKINAC		
PROCUREMENT CONTACT INFORMATION			
<b>CONTACT</b>	<b>NAME</b>	<b>EMAIL</b>	<b>PHONE</b>
<b>CONTRACT ADMINISTRATOR:</b>	LISA CROZIER-GREEN	CROZIERGREENL@MICHIGAN.GOV	517-388-6626
<b>PROGRAM MANAGER:</b>	DAVE GRAHAM	GRAHAMD1@MICHIGAN.GOV	989-732-3541 x 5006

# SCHEDULE B1, PART I

## LOCATION SPECIFICATION SHEET

<b>BUILDING LOCATION INFORMATION NAUBINWAY FIELD OFFICE, NAUBINWAY, MI 49762</b>			
<b>WORKING DAYS OF BUILDING OCCUPANTS:</b>	<b>M - F</b>	<b>WORKING HOURS OF BUILDING OCCUPANTS:</b>	<b>8:00 a.m. – 4:30 p.m.</b>
<b>NUMBER OF EMPLOYEES:</b>	<b>6</b>	<b>DAILY VISITORS:</b>	
<b>DAYS OF CLEANING SERVICE:</b>	<b>1 / Week</b>	<b>HOURS BUILDING IS AVAILABLE FOR CLEANING:</b>	<b>6:00pm – 6:00am</b>
<b>TOTAL SQ. FT. TO BE CLEANED:</b>	<b>1,953</b>	<b>STORIES IN BUILDING:</b>	<b>1</b>
<b>SQ. FT. CARPET:</b>	1704	AREA(S): OFFICE SPACE, CONFERENCE ROOM, RECEPTION SPACE	
<b>SQ. FT CERAMIC TILE:</b>	80	AREA(S): RESTROOM	
<b>SQ. FT. VINYL TILE:</b>	61	AREA(S): RESTROOM, HALLWAY	
<b>SQ. FT. CONCRETE:</b>	108	AREA(S): FRONT ENTRANCE VESTIBULE, MECHANICAL ROOM	
<b>NUMBER OF RESTROOMS IN BUILDING:</b>	2	<b>NUMBER OF TOTAL UNITS FOR BUILDING RESTROOM(S):</b>	<b>2</b>
IS WINDOW CLEANING REQUIRED?	YES		
DOES LOCATION HAVE CHILD PLAY AREA(S), GYMNASIUM, LOCKER ROOM, ETC? IF SO, PLEASE IDENTIFY ALONG WITH CLEANING STANDARD.	No		
WHAT IS THE RECOMMENDED LEVEL OF INSURANCE RISK FOR THIS CONTRACT?	LOW		

# SCHEDULE B1, PART I

## LOCATION SPECIFICATION SHEET

BASIC JANITORIAL SERVICES DAILY SERVICES COMPLETED EACH TIME SCHEDULED TO CLEAN.	FREQUENCY					
	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI ANNUAL	ANNUAL
<b>1. GENERAL ROOM CLEANING – ALL CONTRACT AREAS EXCEPT RESTROOMS</b>						
a. VACUUM AND REMOVE RUGS AND RUNNERS. VACUUM CARPET. REMOVE SPOTS / STAINS FROM CARPET. REPLACE RUGS AND RUNNERS.	X					
b. VACUUM AND REMOVE RUGS AND RUNNERS. SWEEP & DAMP MOP HARD SURFACE FLOORS. REPLACE RUGS AND RUNNERS.	X					
c. EMPTY WASTE RECEPTACLES. WIPE CLEAN. REPLACE LINERS AS NEEDED.	X					
d. CLEAN AND DISINFECT DRINKING FOUNTAINS, DOOR HANDLES, LIGHT SWITCHES	X					
e. CLEAN ALL CLEARED WORK SURFACES, TABLE TOPS AND COUNTERTOPS	X					
f. CLEAN AND POLISH ALL ENTRANCE AND LOBBY GLASS.			X			
g. SPOT CLEAN WALLS, PARTITIONS, DOORS, SWITCHES, ETC.	X					
a. CLEAN ALL LOBBY FURNITURE – VACUUM OR DAMP WIPE						
b. DUST HIGH AND LOW, INCLUDING CLOCKS AND ALL HORIZONTAL SURFACES WHERE DUST GATHERS, INCLUDING WINDOW SILLS AND PICTURE FRAMES.	X					
c. REMOVE ALL COBWEBS	X					
h. SPOT CLEAN WALLS, PARTITIONS, DOORS, SWITCHES, ETC.	X					
i. CLEAN AND DISINFECT ALL HANDRAILS AND DOORKNOBS	X					
j. CLEAN AND DISINFECT SINKS AND FAUCETS	X					
<b>2. RESTROOMS</b>						
a. EMPTY WASTE RECEPTACLES. INSPECT WASTE RECEPTACLES – WASH OR DAMP WIPE INSIDE AND OUT AS NEEDED. REPLACE LINERS AS NEEDED.	X					
c. FILL DISPENSERS	X					
d. DUST HIGH AND LOW, SURFACES WHERE DUST GATHERS, REMOVE COBWEBS	X					
g. CLEAN AND DISINFECT SINKS AND FAUCETS	X					
h. CLEAN GLASS AND MIRRORS	X					
i. CLEAN AND DISINFECT TOILETS AND URINALS	X					
j. CLEAN AND DISINFECT WALL AROUND TOILETS AND URINALS, STALL AND ENTRY DOORS, AND PARTITIONS BETWEEN TOILETS, URINALS AND SINKS AND FAUCETS. ALSO PERFORM ANY OBVIOUS SPOT CLEANING.	X					
k. DAMP MOP (MOPS USED IN RESTROOMS NOT TO BE USED FOR NON-RESTROOM AREAS.)	X					
l. MAINTAIN FLOOR DRAIN(S)/TRAPS FREE OF ODORS.	X					
m. THOROUGHLY CLEAN AND SCRUB BY AGITATION ALL CERAMIC TILE FLOORS.			X			
<b>3. KITCHEN AREA</b>						
a. DUST MOP OR SWEEP FLOOR	X					
b. DAMP MOP	X					
c. CLEAN AND DISINFECT ALL SURFACE AREAS INCLUDING COUNTER, SINK, FAUCET, APPLIANCE HANDLES, APPLIANCE EXTERIORS, ETC.	X					
<b>4. EXTERIOR</b>						
a. EMPTY TRASH. CLEAN ALL GENERAL AREAS INCLUDING ENTRANCES.	X					
b. SWEEP AND CLEAN OUTSIDE AREA AT FRONT AND BACK DOOR ENTRANCES REMOVING ALL LEAVES, DIRT, DEBRIS, ETC.	X					
<b>PERIODIC SERVICES</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>QUARTERLY</b>	<b>SEMI ANNUAL</b>	<b>ANNUAL</b>
<b>1. GENERAL</b>						
a. DUST AND CLEAN WINDOW BLINDS AND WINDOW LEDGES			X			
<b>2. INTENSIVE FLOOR CARE</b>						
a. EMERGENCY STAIN / GUM REMOVAL FROM CARPET						AS NEEDED
b. CARPET CLEANING – FULL CONTRACT AREA						X
c. STRIP, SEAL, WAX AND BUFF HARD SURFACE FLOORS						X
d. CLEAN WINDOWS ON EXTERIOR OF BUILDINGS (INSIDE AND OUTSIDE)					X	

# SCHEDULE B1, PART I

## LOCATION SPECIFICATION SHEET

### NOTE:

SERVICES REQUESTED BY THE PROGRAM MANAGER OR DESIGNEE AND PERFORMED BY THE CONTRACTOR WHICH ARE BEYOND THE SCOPE OF THIS SERVICE CONTRACT, SHALL BE BILLED SEPARATELY AT THE HOURLY RATE QUOTED BY THE CONTRACTOR FOR ADDITIONAL / EMERGENCY SERVICES.

### NOTES AND ADDITIONAL INFORMATION

- ALL CLEANING SCHEDULES ARE TO BE ESTABLISHED WITH AND APPROVED BY THE PROGRAM MANAGER OR DESIGNEE AT THE BEGINNING OF THE CONTRACT PERIOD. SERVICE DELIVERY BEGIN DATE WILL BE DETERMINED BY PROGRAM MANAGER OR DESIGNEE. ANY DEVIATION FROM THE ESTABLISHED SCHEDULE MUST BE PRE-APPROVED BY THE PROGRAM MANAGER OR DESIGNEE
- ALL PERIODIC SERVICES MUST BE PRICED AND INVOICED SEPARATELY FROM THE BASIC SERVICES. SCHEDULING, DELIVERY AND PERFORMANCE OF ALL PERIODIC SERVICES MUST BE PRE-APPROVED BY THE PROGRAM MANAGER OR DESIGNEE.

#### \*\*RESPONSIBILITY FOR REPLENISHABLE SUPPLIES\*\*

REPLENISHABLE ITEM	PROVIDED BY
PAPER TOWELS	DNR
HAND SOAP	DNR
TOILET TISSUE	DNR
PLASTIC TRASH CAN LINERS	DNR
AIR FRESHENERS	DNR

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

ALL CLEANING SUPPLIES MUST BE PRE-APPROVED BY THE PROGRAM MANAGER OR DESIGNEE. MSDS SAFETY DATA SHEETS MUST BE PROVIDED TO THE PROGRAM MANAGER OR DESIGNEE AND MAINTAINED ON SITE IN DESIGNATED LOCATION

# SCHEDULE B1, PART II

## VENDOR PROJECT WORK PLAN

**Contract Number 210000000298**

**Department of Natural Resources  
 Janitorial Services  
 DNR Naubinway Field Office**

### **A. Transition Plan:**

1. Transition In:
  - a. Documentation of background checks and drug screening for proposed employees
  - b. Establish / Identify Implementation Manager
  - c. Introduction of Key Personnel
  - d. Documentation of training for all site employees on cleaning, MSDS, etc.
  - e. Obtain keys or key cards from Program Manager or designee
  - f. Obtain security screening / clearance
  - g. Obtain State issued ID cards
  - h. Building walk through with Program Manager or designee and site employees
2. Transition Out:
  - a. Refer to Section 21 of the Standard Contract Terms for transition out responsibilities.
  - b. Keys and key cards shall be returned to the Program Manager or designee by the final date of service.
  - c. Unreturned, lost, stolen, etc., keys and key cards shall remain the Contractor's responsibility. The cost to replace or rekey will be deducted from final invoice.
  - d. In the event the Contractor, or its employee(s) creates the need to reprogram the building security, the price of reprogramming will remain the Contractor's responsibility and will be deducted from the Contractor's final invoice.

### **B. Contingency Plan:**

1. When the team cleaning cannot provide services, back-up cleaning support will fill in.
2. In the event of inclement weather resulting in unsafe road conditions, the Contractor's employees will not be available until road conditions are safe. The Contractor will notify the Program Manager and schedule an alternate service day.

### **C. Equipment:**

The state may provide storage for the Contractor's equipment however the Contractor remains responsible for all items stored on State premises.

Equipment	Use	Make / Model / Manufacturer	Age of Equipment
Upright Vacuum	Vacuuming	ProTeam 1500XP	New
Floor Fan	Drying carpet	Clarke Air Blower	New

## SCHEDULE B1, PART II

### VENDOR PROJECT WORK PLAN

#### D. Cleaners and Supplies:

The state may provide storage for the Contractor's cleaners and supplies however the Contractor remains responsible for all items stored on State premises.

Cleaner / Supply	Use	Brand	Estimated Quantity per Year
Puff Mop	Toilet Cleaning	Nichols	12
Scrub Brush Handle	Toilet Cleaning	Nichols	1
White Scrub Pads	Floor Cleaning	Nichols	1 case
Huck Towels	General Cleaning	Nichols	1 case
Trigger Sprayer	Applying Chemical	Nichols	6
Spray Bottle (32oz)	Applying Chemical	Nichols	6
Tile & Grout Brush	Scrubbing Tile/Grout	Nichols	1
Waveduster Duster Head	Hi/Low Dusting	Nichols	2
Waveduster Duster Handle	Hi/Low Dusting	Nichols	1
Brute Barrel (44Gal)	Carrying Supplies	Nichols	1
Brute Barrel Dolly	Carrying Brute Barrel	Nichols	1
Dust Pan	Sweeping	Nichols	1
Angle Sweep Broom	Sweeping	Nichols	1
Mop Handle	Mopping Floors	Nichols	1
Maid Caddy	Carrying Supplies	Nichols	1
Mop Bucket/Wringer	Mopping Floors	Nichols	1
Extension Cord	Cleaning Equipment	Nichols	1
Powder Free Gloves	Cleaning/Hand Protection	Nichols	2 cases
String Mop Head	Mopping Floors	Nichols	6
Floor Sign	Wet Floor Caution	Nichols	2
Blood borne Pathogen Kit	Medical Emergency Cleaning	Nichols	1
Saline Eyewash	Eyewash	Nichols	1
Safety Glasses	Eye Protection	Nichols	2
10' Strip Washer	Window Cleaning	Nichols	1
Chewing Gum Remover	Removes Gum	Nichols	1
RJ8	Tile and Grout Cleaner	Nichols	6
Stainless Steel Cleaner	Stainless Steel Cleaner	Nichols	2
Sparcreme	Hard Surface Cleaner	Nichols	6
Sparcling	Toilet Bowl Cleaner	Nichols	6
Consume	Bacteria/Enzyme Deodorizer	Nichols	12
Glass Cleaner	Glass Cleaner	Nichols	6
Floor Cleaner	Floor Cleaner	Nichols	2 cases
Disinfectant	All purpose Disinfectant	Nichols	3 cases
Citro Shield Furniture Polish	Furniture Polish/Dusting	Nichols	2
NABC	Bathroom Disinfectant	Nichols	2 cases
Peroxy Cleaner	Floor/Counter Cleaner	Nichols	1 case

# SCHEDULE B1, PART III VENDOR PRICE QUOTE

**Contract Number 210000000298**

**Department of Natural Resources  
Janitorial Services  
DNR Naubinway Field Office**

1. This price proposal includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. The Contractor is offering quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms: 1% discount off invoice if paid within 10 days after receipt of invoice.

3. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

## **Per Schedule A – Statement of Work and Schedule B1, Part I – Location Specification Sheet**

<b>Service</b>	<b>Frequency</b>	<b>Price / Mo.</b>	<b>Annual</b>
Basic Janitorial Service	1 Day / Wk.	\$630.00	\$7,560.00
<b>Periodic Services</b>	<b>Frequency</b>	<b>Per / Occasion</b>	<b>Annual</b>
Dust and Clean Window Blinds and Window Ledges	1 / Mo.	Included	Included
Carpet Cleaning – Full Contract Area	1 / Yr.	\$250.00	\$250.00
Strip, Seal, Wax, Buff Hard Surface Floors	1 / Yr.	\$150.00	\$150.00
Clean Windows Exterior of Building (Inside and Out)	2 / Yr.	\$150.00	\$300.00
Total Quote for One Year			\$8,260.00
<b>Total Quote for Contract</b>			<b>\$41,300.00</b>

# STANDARD CONTRACT TERMS

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This STANDARD CONTRACT is agreed to between the State of Michigan and Hi-Tec Building Services (“Contractor”), a Michigan Corporation.

This Contract is effective on January 1, 2020 and unless terminated, expires on December 31, 2023

This Contract may be renewed for up to TWO 1-Year Options to Renew. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever contacting / communicating with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if



## STANDARD CONTRACT TERMS

sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Lisa Crozier-Green 525 West Allegan Constitution Hall, Third Floor Lansing, MI 48933 CrozierGreenL@michigan.gov 517-388-6626	Brian Hogan 6578 Roger Drive, Suite A Jenison, MI 49428 BHogan@hitec-services.com 616-662-1623

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Lisa Crozier-Green 525 West Allegan Constitution Hall, Third Floor Lansing, MI 48933 CrozierGreenL@michigan.gov 517-388-6626	Brian Hogan 6578 Roger Drive, Suite A Jenison, MI 49428 BHogan@hitec-services.com 616-662-1623

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Dave Graham 1732 W. M-32 Gaylord, MI 49735 GrahamD1@michigan.gov 989-732-3541 x5006	Brian Hogan 6578 Roger Drive, Suite A Jenison, MI 49428 BHogan@hitec-services.com 616-662-1623

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including

## STANDARD CONTRACT TERMS

self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<b>Minimum Limits:</b> \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate <b>Deductible Maximum:</b> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
<b>Umbrella or Excess Liability Insurance</b>	
<b>Minimum Limits:</b> \$5,000,000 General Aggregate	Contractor must have their policy follow form.
<b>Automobile Liability Insurance</b>	
<b>Minimum Limits:</b> \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<b>Minimum Limits:</b> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<b>Minimum Limits:</b> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

If any of the required policies provide **claims-made** coverage, the Contractor agrees to: (a) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract Effective Date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within five (5)

## STANDARD CONTRACT TERMS

business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

- 7. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

- 8. Subcontracting.** Contractor may utilize subcontractors for Contract Activities, but may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 9. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 10. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see

## STANDARD CONTRACT TERMS

Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

- 11. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 12. Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.  
  
In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
- 13. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 14. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

## STANDARD CONTRACT TERMS

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 15. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.
- 16. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

- 17. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
- 18. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 19. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any



## STANDARD CONTRACT TERMS

location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor agrees to pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

**20. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

**21. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition**

## STANDARD CONTRACT TERMS

**Responsibilities**”). This Contract will automatically be extended through the end of the transition period.

- 22. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor’s employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor’s employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor’s employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State’s written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

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. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

- 23. Infringement Remedies.** If, in either party’s opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.

## STANDARD CONTRACT TERMS

- 24. Limitation of Liability and Disclaimer of Damages.** IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 25. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 26. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
- 27. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.



## STANDARD CONTRACT TERMS

- b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; 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 or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

## STANDARD CONTRACT TERMS

**28. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension (“**Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

**29. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

**30. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of

## STANDARD CONTRACT TERMS

these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 31. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 32. Prevailing Wage.** Contractor must comply with prevailing wage requirements to the extent applicable to this Contract.
- 33. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 34. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 35. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 36. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 37. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 38. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being

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resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

- 39. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance.
- 40. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 41. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

<b>Schedule A</b>	<b>Statement of Work</b>
<b>Schedule B1, Part I</b>	<b>Location Specification Sheet</b>
<b>Schedule B1, Part II</b>	<b>Vendors Work Plan</b>
<b>Schedule B1, Part II</b>	<b>Vendors Price Quote</b>

- 42. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

## STANDARD CONTRACT TERMS

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- 43. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 44. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 45. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 46. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

# FEDERAL PROVISIONS ADDENDUM

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This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

## 1. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted



## FEDERAL PROVISIONS ADDENDUM

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by the employer, or is consistent with the Contractor's legal duty to furnish information.

- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in



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federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### 2. **Davis-Bacon Act (Prevailing Wage)**

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- 1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- 2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 3) Additionally, contractors are required to pay wages not less than once a week.

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### 3. Copeland “Anti-Kickback” Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor agrees to comply with the Copeland “Anti-Kickback” Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- 1) **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

### 4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor agrees to comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- 1) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory,

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to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 3) **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

### 5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

### 6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor agrees to comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671g](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

#### Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or

## FEDERAL PROVISIONS ADDENDUM

regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

### **Federal Water Pollution Control Act**

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

## **7. Debarment and Suspension**

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) ([51 FR 6370; February 21, 1986](#)) and [12689](#) ([54 FR 34131; August 18, 1989](#)), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- 1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Contractor agrees to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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- 3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### 8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

### 9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## FEDERAL PROVISIONS ADDENDUM

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### 10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- 1) **Access to Records.** The following access to records requirements apply to this contract:
  - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions
  - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed
  - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract
  - d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 2) **Changes.**

See the provisions regarding modifications or change notice in the Contract Terms.
- 3) **DHS Seal Logo and Flags.**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 4) **Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 5) **No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”
- 6) **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.



# EXHIBIT 1

## BYRD ANTI-LOBBYING CERTIFICATION

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Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

### **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



## EXHIBIT 1

# BYRD ANTI-LOBBYING CERTIFICATION

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The Contractor, Hi-Tec Building Services, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



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Signature of Contractor's Authorized Official

Brian Hogan

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Name and Title of Contractor's Authorized Official

12/17/2020

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Date