



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 7
to
Contract Number 071B3200097

CONTRACTOR	JEWISH VOCATIONAL SERVICE & COMM WORKSHOP
	29699 Southfield Road
	Southfield, MI 48076
	Nancy Bogdan
	313-833-8100 x501
	nbogdan@jvsdet.org
	*****8013

STATE	Program Manager	Bustillo, Margaret	DTMB
		313-456-1101	
	bustillomm@michigan.gov		
	Contract Administrator	Jared Ambrosier	DTMB
517-284-6398			
AmbrosierJ@michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: CADILLAC PLACE JANITORIAL SERVICES			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 1, 2013	June 30, 2014	4 - 1 Year	August 30, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
1% 10 Net 45 Days		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	22 Months	<input type="checkbox"/>		June 30, 2018
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$2,750,769.34		\$ 1,982,854.00	\$4,733,623.34	

DESCRIPTION: Effective 08/30/16, this contract is exercising option years 3 (10 months) and 4 (12 months) and is increased by \$1,982,854.00. The revised contract expiration date is 06/30/18. The pricing on this contract is also hereby updated per revised Attachment C. All other terms, conditions, specifications, and pricing remain the same. Per agency request, DTMB Procurement approval, and State Administrative Board approval on 07/26/16.

Revised Pricing as of 9/1/2016
Attachment C

Square Foot of Area to be cleaned: 1,085,934 sq. ft.

TOTAL AVERAGE cost per square foot per month for Basic Janitorial Services (do not include periodic services): 0.070621

TOTAL AVERAGE cost per square foot per year for Basic Janitorial Services (do not include periodic services): 0.847448

CLEANABLE SQUARE FOOTAGE per hour per person used to determine Basic Janitorial Services (do not include periodic services):

A. BASIC JANITORIAL SERVICES

Daily, weekly, monthly tasks. Refer to Attachment A Location Specification Sheet (LSS) for details. (Do NOT include Periodical Services)

One year equals up to a maximum of 249 state working days (if scheduled daily, Monday – Friday). Refer to Attachment A LSS for cleaning schedule.

1a. DAYTIME CLEANING – July 1, 2016 – December 31, 2016

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total	
Cleaners	4	X	4	X	\$8.50	X	124	=	\$ 16,864.00	
Specialty Cleaners	7	X	8	X	\$9.75	X	124	=	\$ 67,704.00	
Supervisor Cleaning Time	1	X	8	X	\$12.75	X	124	=	\$ 12,840.00	
Supervisor Non-Cleaning Time (Site Manager)	1	X	8	X	\$20.87	X	124	=	\$ 20,504.84	
									Fringes (FICA, Unemployment, Medical, etc.)	\$ 36,947.22
									Insurance (General Liability and Workman's Comp)	\$ 5,963.08
									Cost of Supplies, Equipment, & Rentals	\$ 12,193.60
									Admin	\$ 13,690.16
									Profit	\$ 5,867.00
									Total Daytime Cleaning (A)	\$ 191,442.80

1b. DAYTIME CLEANING – January 1, 2017 – June 30, 2017

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total	
Cleaners	4	X	4	X	\$8.00	X	125	=	\$ 17,600.00	
Specialty Cleaners	7	X	8	X	\$10.00	X	125	=	\$ 70,000.00	
Supervisor Cleaning Time	1	X	8	X	\$13.00	X	125	=	\$ 13,600.00	
Supervisor Non-Cleaning Time (Site Manager)	1	X	8	X	\$21.11	X	125	=	\$ 21,110.00	
									Fringes (FICA, Unemployment, Medical, etc.)	\$ 37,629.76
									Insurance (General Liability and Workman's Comp)	\$ 6,120.24
									Cost of Supplies, Equipment, & Rentals	\$ 12,163.60
									Admin	\$ 13,690.16
									Profit	\$ 5,867.00
									Total Daytime Cleaning (A)	\$ 197,370.76

2a. NIGHTTIME CLEANING – July 1, 2016 – December 31, 2016

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total	
Cleaners	20	X	4	X	\$8.50	X	124	=	\$ 84,320.00	
Specialty Cleaners	7	X	8	X	\$9.75	X	124	=	\$ 67,704.00	
Supervisor Cleaning Time	1	X	4	X	\$12.75	X	124	=	\$ 6,324.00	
Supervisor Non-Cleaning Time	1	X	4	X	\$12.75	X	124	=	\$ 6,324.00	
									Fringes (FICA, Unemployment, Medical, etc.)	\$ 37,458.61
									Insurance (General Liability and Workman's Comp)	\$ 9,651.27
									Cost of Supplies, Equipment, & Rentals	\$ 18,400.80
									Admin	\$ 16,642.28
									Profit	\$ 8,375.00
									Total Nighttime Cleaning (A)	\$ 268,109.16

2b. NIGHTTIME CLEANING – January 1, 2017 – June 30, 2017

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total	
Cleaners	20	X	4	X	\$8.90	X	125	=	\$ 99,000.00	
Specialty Cleaners	7	X	8	X	\$10.00	X	125	=	\$ 70,000.00	
Supervisor Cleaning Time	1	X	4	X	\$13.00	X	125	=	\$ 6,500.00	
Supervisor Non-Cleaning Time	1	X	4	X	\$13.00	X	125	=	\$ 6,500.00	
									Fringes (FICA, Unemployment, Medical, etc.)	\$ 40,920.40
									Insurance (General Liability and Workman's Comp)	\$ 9,924.60
									Cost of Supplies, Equipment, & Rentals	\$ 18,400.80
									Admin	\$ 19,542.28
									Profit	\$ 8,375.00
									Total Nighttime Cleaning (B)	\$ 268,662.08

3a. SATURDAY CLEANING – July 1, 2016 – December 31, 2016

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total	
Cleaners	1	X	4	X	\$8.50	X	26	=	\$ 884.00	
Specialty Cleaners	-	X	-	X	\$0	X	26	=	\$ -	
Supervisor Cleaning Time	-	X	-	X	\$0	X	26	=	\$ -	
Supervisor Non-Cleaning Time	1	X	2	X	\$12.75	X	26	=	\$ 663.00	
									Fringes (FICA, Unemployment, Medical, etc.)	\$ 124.82
									Insurance (General Liability and Workman's Comp)	\$ 269.70
									Cost of Supplies, Equipment, & Rentals	\$ 179.40
									Admin	\$ 149.82
									Profit	\$ 64.00
									Total Saturday Cleaning (C)	\$ 2,164.84

3b. SATURDAY CLEANING – January 1, 2017 – June 30, 2017

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total	
Cleaners	1	X	4	X	\$8.90	X	26	=	\$ 925.60	
Specialty Cleaners	-	X	-	X	\$0	X	26	=	\$ -	
Supervisor Cleaning Time	-	X	-	X	\$0	X	26	=	\$ -	
Supervisor Non-Cleaning Time	1	X	2	X	\$13.00	X	26	=	\$ 678.00	
									Fringes (FICA, Unemployment, Medical, etc.)	\$ 134.54
									Insurance (General Liability and Workman's Comp)	\$ 301.74
									Cost of Supplies, Equipment, & Rentals	\$ 179.40
									Admin	\$ 149.92
									Profit	\$ 64.00
									Total Yearly Saturday Cleaning (C)	\$ 2,431.28

B. PERIODIC CLEANING SERVICES - Please list the individual tasks for Bimonthly, Tri Annual, Semi Annual & Annual services from Attachment A LS

1. Bi-monthly Services - List the individual tasks for Bi-monthly services (performed once every two months) as described in Attachment A LS

Type of Service (Per LSS)	Labor/ Year		Insurance & Fringe Benefits/ Year		Supplies & Rentals/ Year		Profit/ Year		Total	
Restrooms - Machine scrub floors as necessary but not more than 8 times a year	\$6,343.31	+	\$2,090.82	+	\$1,202.60	+	\$1,066.63	=	\$10,696.38	
Restrooms - Vacuum ventilation grids 8 times a year	\$475.20	+	\$162.07	+	\$35.13	+	\$60.24	=	\$728.64	
									Total Yearly Bi-monthly Services (D)	\$11,395.00

2. Quarterly Services - List the individual tasks for Quarterly services (performed 4 times a year) as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/ Year		Insurance & Fringe Benefits/ Year		Supplies & Rentals/ Year		Profit/ Year		Total
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Elevators & Escalators - Escalator brush to be used to clean escalator steps 4 times a year. This cleaning needs to be scheduled with the elevator contractor.	\$72.00	+	\$23.04	+	\$20.00	+	\$11.96	=	\$127.00
Occupied Office Areas - Dust all air conditioning louvers, grills, etc. 4 times a year	\$7,484.00	+	\$794.68	+	\$94.40	+	\$337.72	=	\$3,711.00
Occupied Office Areas - Fabric upholstered chairs and arms and sofas in the Court of Appeals office are to be spot whisked	\$108.00	+	\$34.56	+	\$15.20	+	\$16.24	=	\$174.00
Total Yearly Quarterly Services (E)									\$4,012.00

3. Tri-Annual Services - List the individual tasks for Tri-Annual services (performed 3 times a year) as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/ Year		Insurance & Fringe Benefits/ Year		Supplies & Rentals/ Year		Profit/ Year		Total
Office Hallways, Public Corridors & Elevator Lobbies - Shampoo carpet 3 times a year	\$2,703.00	+	\$1,353.00	+	\$8,270.00	+	\$2,115.00	=	\$12,441.00
Occupied Office Areas - Hand dust all door louvers and other ventilating louvers with reach 3 times a year	\$1,620.00	+	\$518.40	+	\$75.00	+	\$221.60	=	\$2,435.00
Total Yearly Tri-Annual Services (F)									\$14,876.00

4. Semi-Annual Services - List the individual tasks for Semi-Annual services (performed 2 times a year) as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/ Year		Insurance & Fringe Benefits/ Year		Supplies & Rentals/ Year		Profit/ Year		Total
Building Entrances & Public Areas - Dust all air conditioning diffusers and ceilings twice a year	\$315.00	+	\$100.80	+	\$112.60	+	\$52.20	=	\$680.00
Occupied Office Areas - Dust all chair rails, trim arms & legs twice a year	\$486.00	+	\$155.52	+	\$14.40	+	\$65.08	=	\$721.00
Occupied Office Areas - Dust all baseboards twice a year	\$486.00	+	\$155.52	+	\$14.40	+	\$65.08	=	\$721.00
Restrooms - Wash toilet lighting fixtures twice a year	\$188.00	+	\$63.30	+	\$11.88	+	\$27.78	=	\$301.00
Total Yearly Semi-Annual Services (G)									\$2,323.00

5. Annual Services - List the individual tasks for Annual services (performed once a year) as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/ Year		Insurance & Fringe Benefits/ Year		Supplies & Rentals/ Year		Profit/ Year		Total
Building Entrances & Public Areas - Shampoo carpet once a year	\$901.00	+	\$451.00	+	\$2,090.00	+	\$765.00	=	\$4,147.00
Building Stairways - Wash stairwell walls once a year	\$405.00	+	\$129.60	+	\$83.60	+	\$38.80	=	\$658.00
Public Corridors & Elevator Lobbies - High dust or wash all air conditioning diffusers within arm's length	\$72.00	+	\$23.04	+	\$12.18	+	\$10.78	=	\$118.00
Building Service Areas - High dust all electrical & air conditioning ceiling fixtures	\$72.00	+	\$23.04	+	\$12.18	+	\$10.78	=	\$118.00
Occupied Office Areas - Dust all vertical surfaces such as walls, partitions, doors, etc.	\$477.00	+	\$152.64	+	\$14.32	+	\$64.04	=	\$708.00
Occupied Office Areas - Dust exterior of lighting fixtures	\$229.50	+	\$73.44	+	\$12.18	+	\$31.88	=	\$347.00
Occupied Office Areas - Dust all venetian blinds	\$202.50	+	\$64.60	+	\$12.18	+	\$28.52	=	\$308.00
Occupied Office Areas - Spot whisk upholstered chairs and arms and sofas in office areas other than the Court of Appeals	\$306.00	+	\$97.52	+	\$48.40	+	\$45.68	=	\$498.00
Occupied Office Areas - Strip, wash and refinish all vinyl, asphalt, rubber and similar type flooring	\$8,750.00	+	\$2,160.00	+	\$1,638.18	+	\$1,054.82	=	\$11,603.00
Total Yearly Annual Services (H)									\$18,593.00

6. Other Services - List the individual tasks for Other services as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/ Year		Insurance & Fringe Benefits/ Year		Supplies & Rentals/ Year		Profit/ Year		Total
N/A	\$	+	\$	+	\$	+	\$	=	\$
N/A	\$	+	\$	+	\$	+	\$	=	\$
N/A	\$	+	\$	+	\$	+	\$	=	\$

C. FINAL QUOTE

TOTAL ANNUAL COST JULY 1, 2016 THRU JUNE 30, 2017 :	\$971,381.44
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D. FINAL MONTHLY BID (DOES NOT INCLUDE PERIODICS)

BASIC JANITORIAL SERVICES (M-F) 7/1/16 – 12/31/16	\$74,923.79
BASIC JANITORIAL SERVICES (M-F) 1/1/17 – 6/30/17	\$77,655.64
SATURDAY CLEANING 7/1/16 – 12/31/16	\$394.11
SATURDAY CLEANING 1/1/17 – 6/30/17	\$405.20

NOTE: Quick payment terms - 1% discount off invoice if paid within 10 days, Net 45 days

E. ADDITIONAL SERVICES – FOR QUOTATION PURPOSES ONLY – Do not include in the total price of the bid

Description	Quote Per Hour
Emergency Services: (includes cleaning services for emergency situations such as restrooms overflow, etc.)	\$25.00 per hour
Description	Quote Per Month
Infectious Disease Control: (Refer to Attachment A LSS for a complete description)	\$7,225.00
Description	Quote Per Square Foot
Additional Carpet Cleaning: Carpet shampooing of tenant areas upon request, per square foot	\$0.12
Description	Quote Per Chair
Requested Chair Cleaning: Shampooing/cleaning/stain removal of upholstered fabric chairs upon request	\$9.00
Description	Quote Per Hour
Miscellaneous facility maintenance services: (Includes light maintenance such as hanging paper towel dispensers or hanging storage shelves)	\$25.00 per hour

1a. DAYTIME CLEANING – July 1, 2017 – December 31, 2017

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total	
Cleaners	4	X	4	X	\$8.90	X	124	=	\$ 17,657.00	
Specialty Cleaners	7	X	8	X	\$10.00	X	124	=	\$ 69,440.00	
Supervisor Cleaning Time	1	X	8	X	\$13.00	X	124	=	\$ 12,896.00	
Supervisor Non-Cleaning Time	1	X	8	X	\$21.11	X	124	=	\$ 20,941.12	
									Fringes (FICA, Unemployment, Medical, etc.)	\$ 37,316.13
									Insurance (General Liability and Workman's Comp)	\$ 6,083.87
									Cost of Supplies, Equipment, & Rentals	\$ 12,153.80
									Admin	\$ 14,594.74
									Profit	\$ 6,255.00
									Total Daytime Cleaning (A)	\$ 197,338.06

1b. DAYTIME CLEANING – January 1, 2018 – June 30, 2018

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total	
Cleaners	4	X	4	X	\$9.25	X	125	=	\$ 18,500.00	
Specialty Cleaners	7	X	8	X	\$10.25	X	125	=	\$ 71,750.00	
Supervisor Cleaning Time	1	X	8	X	\$13.25	X	125	=	\$ 13,250.00	
Supervisor Non-Cleaning Time	1	X	8	X	\$21.54	X	125	=	\$ 21,540.00	
									Fringes (FICA, Unemployment, Medical, etc.)	\$ 38,713.02
									Insurance (General Liability and Workman's Comp)	\$ 6,236.99
									Cost of Supplies, Equipment, & Rentals	\$ 12,153.60
									Admin	\$ 14,594.74
									Profit	\$ 6,255.00
									Total Daytime Cleaning (A)	\$ 262,993.35

2a. NIGHTTIME CLEANING – July 1, 2017 – December 31, 2017

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total	
Cleaners	20	X	4	X	\$8.90	X	124	=	\$ 88,288.00	
Specialty Cleaners	7	X	8	X	\$10.00	X	124	=	\$ 69,440.00	
Supervisor Cleaning Time	1	X	4	X	\$13.00	X	124	=	\$ 6,440.00	
Supervisor Non-Cleaning Time	1	X	4	X	\$13.00	X	124	=	\$ 6,440.00	
									Fringes (FICA, Unemployment, Medical, etc.)	\$ 30,980.40
									Insurance (General Liability and Workman's Comp)	\$ 8,873.28
									Cost of Supplies, Equipment, & Rentals	\$ 16,400.80
									Admin	\$ 20,802.28
									Profit	\$ 8,915.00
									Total Nighttime Cleaning (B)	\$ 268,995.78

2b. NIGHTTIME CLEANING – January 1, 2018 – June 30, 2018

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total	
Cleaners	20	X	4	X	\$9.25	X	125	=	\$ 92,500.00	
Specialty Cleaners	7	X	8	X	\$10.25	X	125	=	\$ 71,750.00	
Supervisor Cleaning Time	1	X	4	X	\$13.25	X	125	=	\$ 6,625.00	
Supervisor Non-Cleaning Time	1	X	4	X	\$13.25	X	125	=	\$ 6,625.00	
									Fringes (FICA, Unemployment, Medical, etc.)	\$ 40,280.25
									Insurance (General Liability and Workman's Comp)	\$ 10,129.75
									Cost of Supplies, Equipment, & Rentals	\$ 16,400.80

Admin	\$ 20,802.28
Profit	\$ 8,015.00
Total Nightline Cleaning (B)	\$ 274,028.08

3a. SATURDAY CLEANING – July 1, 2017 – December 31, 2017

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total
Cleaners	1	X	4	X	\$8.90	X	28	=	\$ 925.00
Specialty Cleaners	-	X	-	X	\$0	X	28	=	\$ -
Supervisor Cleaning Time	-	X	-	X	\$0	X	28	=	\$ -
Supervisor Non-Cleaning Time	1	X	2	X	\$13.00	X	28	=	\$ 670.00
Fringes (FICA, Unemployment, Medical, etc.) \$ 136.54									
Insurance (General Liability and Workman's Comp) \$ 301.74									
Cost of Supplies, Equipment, & Rentals \$ 179.40									
Admin \$ 149.92									
Profit \$ 64.00									
Total Saturday Cleaning (C) \$ 2,431.20									

3b. SATURDAY CLEANING – January 1, 2018 – June 30, 2018

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total
Cleaners	1	X	4	X	\$9.25	X	28	=	\$ 962.00
Specialty Cleaners	-	X	-	X	\$0	X	28	=	\$ -
Supervisor Cleaning Time	-	X	-	X	\$0	X	28	=	\$ -
Supervisor Non-Cleaning Time	1	X	2	X	\$13.25	X	28	=	\$ 689.00
Fringes (FICA, Unemployment, Medical, etc.) \$ 145.18									
Insurance (General Liability and Workman's Comp) \$ 303.58									
Cost of Supplies, Equipment, & Rentals \$ 179.40									
Admin \$ 149.92									
Profit \$ 64.00									
Total Yearly Saturday Cleaning (C) \$ 2,493.09									

B. PERIODIC CLEANING SERVICES - Please list the individual tasks for Bimonthly, Tri Annual, Semi Annual & Annual services from Attachment A L5

1. Bi-monthly Services - List the individual tasks for Bi-monthly services (performed once every two months) as described in Attachment A L5:

Type of Service (Per LSS)	Labor/Year		Insurance & Fringe Benefits/Year		Supplies & Rentals/Year		Profit/Year		Total
Restrooms - Machine scrub floors as necessary but not more than 6 times a year	\$6,348.31	+	\$2,050.82	+	\$1,202.60	+	\$1,068.63	=	\$10,669.36
Restrooms - Vacuum ventilator grills 6 times a year	\$476.20	+	\$152.07	+	\$35.15	+	\$66.24	=	\$729.64
Total Yearly Bi-monthly Services (D)									\$11,399.00

2. Quarterly Services - List the individual tasks for Quarterly services (performed 4 times a year) as described in Attachment A L5S.

Type of Service (Per LSS)	Labor/Year		Insurance & Fringe Benefits/Year		Supplies & Rentals/Year		Profit/Year		Total
Elevators & Escalators - Escalator brush to be used to clean escalator steps 4 times a year. This cleaning needs to be scheduled with the elevator contractor.	\$72.00	+	\$23.04	+	\$20.00	+	\$11.96	=	\$127.00
Occupied Office Areas - Dust all air conditioning vents, grills, etc. 4 times a year	\$2,484.00	+	\$794.88	+	\$04.40	+	\$337.72	=	\$3,711.00
Occupied Office Areas - Fabric upholstered chairs and arms and sofas in the Court of Appeals office are to be spot whitened	\$108.00	+	\$34.56	+	\$15.20	+	\$19.24	=	\$174.00
Total Yearly Quarterly Services (E)									\$4,012.00

3. Tri-Annual Services - List the individual tasks for Tri-Annual services (performed 3 times a year) as described in Attachment A L5S.

Type of Service (Per LSS)	Labor/Year		Insurance & Fringe Benefits/Year		Supplies & Rentals/Year		Profit/Year		Total
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Office Hallways, Public Corridors & Elevator Lobbies - Shampoo carpet 3 times a year	\$2,703.00	+	\$1,353.00	+	\$6,270.00	+	\$2,115.00	=	\$12,441.00
Occupied Office Areas - Hand dust all door louvers and other ventilating louvers within reach 3 times a year	\$1,020.00	+	\$518.40	+	\$75.00	+	\$221.60	=	\$2,435.00
Total Yearly Tri-Annual Services (F)									\$14,876.00

4. Semi-Annual Services - List the individual tasks for Semi-Annual services (performed 2 times a year) as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/ Year		Insurance & Fringe Benefits/ Year		Supplies & Rentals/ Year		Profit/ Year		Total
Building Entrances & Public Areas - Dust all air conditioning diffusers and outlets twice a year	\$315.00	+	\$100.80	+	\$112.00	+	\$52.20	=	\$580.00
Occupied Office Areas - Dust all chair rails, trim and legs twice a year	\$488.00	+	\$155.52	+	\$14.40	+	\$85.08	=	\$721.00
Occupied Office Areas - Dust all baseboards twice a year	\$400.00	+	\$155.52	+	\$14.40	+	\$65.08	=	\$721.00
Restrooms - Wash toilet lighting fixtures twice/year	\$198.00	+	\$63.36	+	\$11.88	+	\$27.78	=	\$301.00
Total Yearly Semi-Annual Services (G)									\$2,323.00

5. Annual Services - List the individual tasks for Annual services (performed once a year) as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/ Year		Insurance & Fringe Benefits/ Year		Supplies & Rentals/ Year		Profit/ Year		Total
Building Entrances & Public Areas - Shampoo carpet once a year	\$901.00	+	\$451.00	+	\$2,090.00	+	\$705.00	=	\$4,147.00
Building Stairways - Wash stairwell walls once a year	\$405.00	+	\$129.60	+	\$63.60	+	\$59.80	=	\$658.00
Public Corridors & Elevator Lobbies - High dust or wash all air conditioning diffusers within arm's length	\$72.00	+	\$23.04	+	\$12.18	+	\$10.78	=	\$118.00
Building Service Areas - High dust all electrical & air conditioning ceiling fixtures	\$72.00	+	\$23.04	+	\$12.18	+	\$10.78	=	\$118.00
Occupied Office Areas - Dust all vertical surfaces such as walls, partitions, doors, etc.	\$477.00	+	\$152.64	+	\$14.32	+	\$84.04	=	\$728.00
Occupied Office Areas - Dust exterior of lighting fixtures	\$228.00	+	\$73.44	+	\$12.18	+	\$31.68	=	\$347.00
Occupied Office Areas - Dust all venetian blinds	\$202.50	+	\$84.80	+	\$12.18	+	\$26.52	=	\$306.00
Occupied Office Areas - Spot wax on upholstered chairs and sofas in office areas other than the Court of Appeals	\$306.00	+	\$97.92	+	\$46.40	+	\$45.08	=	\$496.00
Occupied Office Areas - Strip, wash and refinish all vinyl, asphalt, rubber and similar type flooring	\$8,750.00	+	\$2,160.00	+	\$1,638.18	+	\$1,654.82	=	\$11,603.00
Total Yearly Annual Services (H)									\$18,603.00

6. Other Services - List the individual tasks for Other services as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/ Year		Insurance & Fringe Benefits/ Year		Supplies & Rentals/ Year		Profit/ Year		Total
N/A	\$	+	\$	+	\$	+	\$	=	\$
N/A	\$	+	\$	+	\$	+	\$	=	\$
N/A	\$	+	\$	+	\$	+	\$	=	\$
Total Yearly Other Services (I)									N/A

C. FINAL QUOTE

TOTAL ANNUAL COST JULY 1, 2017 THRU JUNE 30, 2018 :	\$ 1,000,988.52
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D. FINAL MONTHLY BID (DOES NOT INCLUDE PERIODICS)

BASIC JANITORIAL SERVICES (M-F) 7/1/17 - 12/31/17	\$77,655.64
BASIC JANITORIAL SERVICES (M-F) 1/1/18 - 6/30/18	\$79,836.91
SATURDAY CLEANING 7/1/17 - 12/31/17	\$405.20

SATURDAY CLEANING 1/1/18 – 6/30/18	\$415.51
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NOTE: Quick payment terms - 1% discount off invoice if paid within 10 days, Net 45 days

E. ADDITIONAL SERVICES – FOR QUOTATION PURPOSES ONLY – Do not include in the total price of the bid

Description	Quote Per Hour
Emergency Services: (Includes cleaning services for emergency situations such as restrooms overflow, etc.)	\$25.00 per hour
Description	Quote Per Month
Infectious Disease Control: (Refer to Attachment A LSS for a complete description)	\$7,225.00
Description	Quote Per Square Foot
Additional Carpet Cleaning: Carpet shampooing of tenant areas upon request, per square foot	\$0.12
Description	Quote Per Chair
Requested Chair Cleaning: Shampooing/cleaning/stain removal of upholstered fabric chairs upon request	\$9.00
Description	Quote Per Hour
Miscellaneous facility maintenance services: (Includes light maintenance such as hanging paper towel dispensers or hanging storage shelves)	\$25.00 per hour



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 6

to

Contract Number 071B3200097

CONTRACTOR	JEWISH VOCATIONAL SERVICE & COMM WORKSHOP
	29699 Southfield Road
	Southfield, MI 48076
	Nancy Bogdan
	313-833-8100 x501
	nbogdan@jvsdet.org
	*****8013

STATE	Program Manager	Bustillo, Margaret	DTMB
		313-456-1101	
		bustillomm@michigan.gov	
	Contract Administrator	Jared Ambrosier	DTMB
		517-284-6398	
		AmbrosierJ@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: CADILLAC PLACE JANITORIAL SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 1, 2013	June 30, 2014	4 - 1 Year	June 30, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
1% 10 Net 45 Days		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	60 days	<input type="checkbox"/>		August 30, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$2,750,769.34		\$ 0.00	\$2,750,769.34	

DESCRIPTION: Effective 06/13/16, this contract is exercising 60 days of option year three to allow for time for negotiations. The revised contract expiration date is 08/30/16. All other terms, conditions, specifications and pricing remain the same. Per agency request, and DTMB Procurement approval.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5
 to
CONTRACT NO. 071B3200097
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Jewish Vocational Service and Community Workshop 29699 Southfield Road Southfield, MI 48076	Nancy Bogdan	nbogdan@jvsdet.org
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(313) 833-8011 x 501	8013

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Marge Bustillo	(313) 456-1101	bustilloM@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Lisa Crozier-Green	(517) 284-7042	CrozierGreenL@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Metro Region – Janitorial Services – DTMB - Cadillac Place			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 1, 2013	June 30, 2014	Four 1-Year Options	June 30, 2015
PAYMENT TERMS	F.O.B.	SHIPPED TO	
1% 10 Days / Net 45	N/a	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	One Year	June 30, 2016
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$2,742,849.94		\$7,919.40	\$2,750,769.34	

DESCRIPTION:
 Effective March 1, 2016 this contract is hereby increased by \$7,919.40 for DTMB-FS use. All other terms, conditions, specifications and pricing remain the same. Per agency request, contractor agreement, and DTMB Procurement approval.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4
 to
CONTRACT NO. 071B3200097
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Jewish Vocational Service and Community Workshop 29699 Southfield Road Southfield, MI 48076	Nancy Bogdan	nbogdan@jvsdet.org
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(313) 833-8011 x 501	8013

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Marge Bustillo	(313) 456-1101	bustilloM@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Lisa Crozier-Green	(517) 284-7042	CrozierGreenL@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Metro Region – Janitorial Services – DTMB - Cadillac Place			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 1, 2013	June 30, 2014	Four 1-Year Options	June 30, 2015
PAYMENT TERMS	F.O.B.	SHIPPED TO	
1% 10 Days / Net 45	N/a	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	One Year	June 30, 2016
CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE		
\$1,803,765.00	\$939,084.94	\$2,742,849.94		

DESCRIPTION:

Effective July 1, 2015 this contract is exercising the second option year and is increased by \$939,084.94. The revised contract expiration date is June 30, 2016. Effective January 1, 2016 pricing on this contract hereby increased pursuant to Public Act 138 of 2014, Minimum Wage Increase, per revised Attachment C. All other terms, conditions, specifications and pricing remain the same. Per agency request, contract agreement, DTMB Procurement approval, and State Administrative Board approval on June 16, 2015.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 3
 to
CONTRACT NO. 071B3200097
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Jewish Vocational Service and Community Workshop 29699 Southfield Road Southfield, MI 48076	Nancy Bogdan	nbogdan@jvsdet.org
	TELEPHONE	CONTRACTOR #, MAIL CODE
	313-833-8100 ext. 501	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Marge Bustillo	313-456-1101	BustilloM@michigan.gov
BUYER	DTMB	Lisa Crozier-Green	517-284-7042	CrozierGreenL@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Cadillac Place Janitorial Services - DTMB			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 1, 2013	June 30, 2014	4, 1 Year Options	July 31, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
1% 10 Days, Net 45 Days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
NONE			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Eleven (11) Months	June 30, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$859,907.00		\$1,803,765.00		
Effective August 1, 2014 the State exercises Eleven Remaining Months of OPTION YEAR 1 of this contract. The new End Date is June 30, 2015 . ADD \$859,907.00 to adequately fund this Option Year. CHANGE CCI to Marge Bustillo. CHANGE Payment Terms to 1% 10 Days, Net 45 Days. All other terms, conditions, specifications, and pricing remain the same. Per vendor and agency agreement, DTMB Procurement and the approval of the State Administrative Board on June 24, 2014.				

BIDDER NAME: JVS (Jewish Vocational Service and Community Workshop)

Revised Pricing proposal as of 6/12/2014

Attachment C

PRICE PROPOSAL

MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

Cadillac Place, 3044 W. Grand Boulevard, Detroit, MI 48202

Square Foot of Area to be cleaned: 1,085,934 sq. ft.

TOTAL AVERAGE cost per square foot per month for Basic Janitorial Services (do not include periodic services):
\$0.067

TOTAL AVERAGE cost per square foot per year for Basic Janitorial Services (do not include periodic services):
\$0.808

CLEANABLE SQUARE FOOTAGE per hour per person used to determine Basic Janitorial Services (do not include periodic services): **approx. 6,000 sq. ft. per hour per person.**

A. BASIC JANITORIAL SERVICES – Daily, weekly, monthly tasks. Refer to Attachment A Location Specification Sheet (LSS) for details. (Do NOT include Periodical Services)
 One year equals up to a maximum of 249 state working days (if scheduled daily, Monday – Friday). Refer to Attachment A LSS for cleaning schedule.

1a. DAYTIME CLEANING – AUGUST 2014

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total	
Cleaners	5	X	8	X	\$8.75	X	21	=	\$7,350.00	
Specialty Cleaners	3	X	8	X	\$13.08	X	21	=	\$6,592.32	
Supervisor Cleaning Time	1	X	7	X	\$16.69	X	21	=	\$2,453.43	
Supervisor Non-Cleaning Time	1	X	8	X	\$22.53	X	21	=	\$3,785.04	
									Insurance & Fringe Benefits (If not included in hourly rate)	Included in hourly rate
									Cost of Supplies & Rentals	\$1,350.00
									Profit	\$2,557.21
									Total Daytime Cleaning (A)	\$24,088.00

1b. DAYTIME CLEANING – SEPTEMBER 2014 THRU JUNE 2015

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total	
Cleaners	2	X	8	X	\$9.69	X	206	=	\$31,938.24	
Specialty Cleaners	7	X	8	X	\$13.54	X	206	=	\$156,197.44	
Supervisor Cleaning Time	1	X	8	X	\$17.71	X	206	=	\$29,186.08	
Supervisor Non-Cleaning Time	1	X	8	X	\$28.33	X	206	=	\$46,687.84	
									Insurance & Fringe Benefits (If not included in hourly rate)	Included in hourly rate
									Cost of Supplies & Rentals	\$20,256.00
									Profit	\$32,770.40
									Total Daytime Cleaning (A)	\$317,036.00

2a. NIGHTTIME CLEANING – AUGUST 2014

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working		Total
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						Days		
Cleaners	11	X	8	X	\$8.75	X	21	= \$16,170.00
Specialty Cleaners	8	X	8	X	\$13.08	X	21	= \$17,579.52
Supervisor Cleaning Time	1	X	5	X	\$16.69	X	21	= \$1,752.45
Supervisor Non-Cleaning Time	1	X	2	X	\$16.69	X	21	= \$700.98
Insurance & Fringe Benefits (If not included in hourly rate)								Included in hourly rate
Cost of Supplies & Rentals								\$3,390.00
Profit								\$4,582.05
Total Nighttime Cleaning (B)								\$44,175.00

2b. NIGHTTIME CLEANING – SEPTEMBER 2014 THRU JUNE 2015

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total
Cleaners	10	X	8	X	\$9.69	X	206	=	\$159,691.20
Specialty Cleaners	7	X	8	X	\$13.54	X	206	=	\$156,197.44
Supervisor Cleaning Time	1	X	4	X	\$17.71	X	206	=	\$14,593.04
Supervisor Non-Cleaning Time	1	X	4	X	\$17.71	X	206	=	\$14,593.04
Insurance & Fringe Benefits (If not included in hourly rate)								Included in hourly rate	
Cost of Supplies & Rentals								\$30,668.00	
Profit								\$43,331.28	
Total Nighttime Cleaning (B)								\$419,074.00	

3a. SATURDAY CLEANING – AUGUST 2014

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total
Cleaners	1	X	4	X	\$8.75	X	5	=	\$175.00
Specialty Cleaners	-	X	-	X	\$0	X	5	=	\$0
Supervisor Cleaning Time	-	X	-	X	\$0	X	5	=	\$0
Supervisor Non-Cleaning Time	1	X	1	X	\$16.69	X	5	=	\$83.45
Insurance & Fringe Benefits (If not included in hourly rate)								Included in hourly rate	
Cost of Supplies & Rentals								\$19.05	
Profit								\$0.00	
Total Saturday Cleaning (C)								\$277.50	

3b. SATURDAY CLEANING – SEPTEMBER 2014 THRU JUNE 2015

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total
Cleaners	1	X	4	X	\$9.69	X	43	=	\$1,666.68
Specialty Cleaners	-	X	-	X	\$0	X	43	=	\$0
Supervisor Cleaning Time	-	X	-	X	\$0	X	43	=	\$0

Supervisor Non-Cleaning Time	1	X	2	X	\$17.71	X	43	=	\$1,523.06	
									Insurance & Fringe Benefits (If not included in hourly rate)	Included in hourly rate
									Cost of Supplies & Rentals	\$299.00
									Profit	\$381.26
									Total Yearly Saturday Cleaning (C)	\$3,870.00

B. PERIODIC CLEANING SERVICES - Please list the individual tasks for Bimonthly, Tri Annual, Semi Annual and Annual services from Attachment A LSS.

1. Bi-monthly Services - List the individual tasks for Bi-monthly services (performed once every two months) as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/Year		Insurance & Fringe Benefits/Year		Supplies & Rentals/Year		Profit/Year		Total
Restrooms - Machine scrub floors as necessary but not more than 6 times a year	\$6,346.31	+	\$2,050.82	+	\$1,202.60	+	\$1,066.63	=	\$10,666.36
Restrooms - Vacuum ventilation grills 6 times a year	\$475.20	+	\$152.07	+	\$35.13	+	\$66.24	=	\$728.64
Total Yearly Bi-monthly Services (D)									\$11,395.00

2. Quarterly Services - List the individual tasks for Quarterly services (performed 4 times a year) as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/Year		Insurance & Fringe Benefits/Year		Supplies & Rentals/Year		Profit/Year		Total
Elevators & Escalators - Escalator brush to be used to clean escalator steps 4 times a year. This cleaning needs to be scheduled with the elevator contractor.	\$72.00	+	\$23.04	+	\$20.00	+	\$11.96	=	\$127.00
Occupied Office Areas - Dust all air conditioning louvers, grills, etc. 4 times a year	\$2,484.00	+	\$794.88	+	\$94.40	+	\$337.72	=	\$3,711.00
Occupied Office Areas - Fabric upholstered chairs and arms and sofas in the Court of Appeals office are to be spot whisked	\$108.00	+	\$34.56	+	\$15.20	+	\$16.24	=	\$174.00
Total Yearly Quarterly Services (E)									\$4,012.00

3. Tri-Annual Services - List the individual tasks for Tri-Annual services (performed 3 times a year) as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/Year		Insurance & Fringe Benefits/Year		Supplies & Rentals/Year		Profit/Year		Total
Office Hallways, Public Corridors & Elevator Lobbies - Shampoo carpet 3 times a year	\$2,703.00	+	\$1,353.00	+	\$6,270.00	+	\$2,115.00	=	\$12,441.00
Occupied Office Areas - Hand dust all door louvers and other ventilating louvers within reach 3 times a year	\$1,620.00	+	\$518.40	+	\$75.00	+	\$221.60	=	\$2,435.00
Total Yearly Tri-Annual Services (F)									\$14,876.00

4. Semi-Annual Services - List the individual tasks for Semi-Annual services (performed 2 times a year) as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/Year		Insurance & Fringe Benefits/Year		Supplies & Rentals/Year		Profit/Year		Total
Building Entrances & Public Areas - Dust all air conditioning diffusers and ceilings twice a year	\$315.00	+	\$100.80	+	\$112.00	+	\$52.20	=	\$580.00
Occupied Office Areas – Dust all chair rails, trim arms & legs twice a year	\$486.00	+	\$155.52	+	\$14.40	+	\$65.08	=	\$721.00
Occupied Office Areas – Dust all baseboards twice a year	\$486.00	+	\$155.52	+	\$14.40	+	\$65.08	=	\$721.00
Restrooms – Wash toilet lighting fixtures twice/year	\$198.00	+	\$63.36	+	\$11.88	+	\$27.76	=	\$301.00
Total Yearly Semi-Annual Services (G)									\$2,323.00

5. Annual Services - List the individual tasks for Annual services (performed once a year) as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/Year		Insurance & Fringe Benefits/Year		Supplies & Rentals/Year		Profit/Year		Total
Building Entrances & Public Areas – Shampoo carpet once a year	\$901.00	+	\$451.00	+	\$2,090.00	+	\$705.00	=	\$4,147.00
Building Stairways – Wash stairwell walls once a year	\$405.00	+	\$129.60	+	\$63.60	+	\$59.80	=	\$658.00
Public Corridors & Elevator Lobbies – High dust or wash all air conditioning diffusers within arm's length	\$72.00	+	\$23.04	+	\$12.18	+	\$10.78	=	\$118.00
Building Service Areas – High dust all electrical & air conditioning ceiling fixtures	\$72.00	+	\$23.04	+	\$12.18	+	\$10.78	=	\$118.00
Occupied Office Areas – Dust all vertical surfaces such as walls, partitions, doors, etc.	\$477.00	+	\$152.64	+	\$14.32	+	\$64.04	=	\$708.00
Occupied Office Areas – Dust exterior of lighting fixtures	\$229.50	+	\$73.44	+	\$12.18	+	\$31.88	=	\$347.00

5. Annual Services – Continued - List the individual tasks for Annual services (performed once a year) as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/Year		Insurance & Fringe Benefits/Year		Supplies & Rentals/Year		Profit/Year		Total
Occupied Office Areas – Dust all venetian blinds	\$202.50	+	\$64.80	+	\$12.18	+	\$28.52	=	\$308.00
Occupied Office Areas – Spot whisk upholstered chairs and arms and sofas in office areas other than the Court of Appeals	\$306.00	+	\$97.92	+	\$46.40	+	\$45.68	=	\$496.00
Occupied Office Areas – Strip, wash and refinish all vinyl, asphalt, rubber and similar type flooring	\$6,750.00	+	\$2,160.00	+	\$1,638.18	+	\$1,054.82	=	\$11,603.00
Total Yearly Annual Services (H)									\$18,503.00

6. Other Services - List the individual tasks for Other services as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/Year		Insurance & Fringe Benefits/Year		Supplies & Rentals/Year		Profit/Year		Total
N/A	\$	+	\$	+	\$	+	\$	=	\$
N/A	\$	+	\$	+	\$	+	\$	=	\$
N/A	\$	+	\$	+	\$	+	\$	=	\$
Total Yearly Other Services (I)									N/A

C. FINAL QUOTE

TOTAL 11 MONTH COST AUGUST 1, 2014 THRU JUNE 30, 2015 :	\$859,629.50	
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D. FINAL MONTHLY BID (DOES NOT INCLUDE PERIODICS)

BASIC JANITORIAL SERVICES (M-F) AUGUST 2014:	\$68,263.00
BASIC JANITORIAL SERVICES (M-F) SEPTEMBER 2014 THRU JUNE 2015:	\$73,611.00
SATURDAY CLEANING AUGUST 2014:	\$277.50
SATURDAY CLEANING SEPTEMBER 2014 THRU JUNE 2015:	\$387.00

NOTE: Quick payment terms - 1% discount off invoice if paid within 10 days, Net 45 days

THIS PROPOSAL REMAINS VALID FOR 180 DAYS FROM SUBMISSION DATE OF 06/12/2014.

E. ADDITIONAL SERVICES – FOR QUOTATION PURPOSES ONLY – Do not include in the total price of the bid

Description	Quote Per Hour
Emergency Services: (Includes cleaning services for emergency situations such as restrooms overflow, etc.)	\$25.00 per hour
Description	Quote Per Month
Infectious Disease Control: (Refer to Attachment A LSS for a complete description)	\$7,225.00
Description	Quote Per Square Foot
Additional Carpet Cleaning: Carpet shampooing of tenant areas upon request, per square foot	\$0.12
Description	Quote Per Chair
Requested Chair Cleaning: Shampooing/cleaning/stain removal of upholstered fabric chairs upon request	\$9.00
Description	Quote Per Hour
Miscellaneous facility maintenance services: (Includes light maintenance such as hanging paper towel dispensers or hanging storage shelves)	\$25.00 per hour

Submission of this pricing proposal certifies that all services listed in Attachment A Location Specification Sheet will be provided at the pricing quoted above. Bidders must fill the price sheet out completely in order to be considered for award.

JVS (Jewish Vocation Service and Community Workshop)

June 12, 2014

Bidder Name

DATE

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
 to
CONTRACT NO. 071B3200097
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Jewish Vocation Service and Community Workshop 29699 Southfield Road Southfield, MI 48076	Nancy Bogdan	nbogdan@jvsdet.org
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(313) 833-8100 ext. 501	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Marge Bustillo	313-456-1101	BustilloM@michigan.gov
BUYER	DTMB	Lisa Crozier-Green	517-284-7042	CrozierGreenL@michigan.gov

CONTRACT SUMMARY:				
DESCRIPTION: Cadillac Place Janitorial Services - DTMB				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 1, 2013	June 30, 2014	4, 1 Year Options	June 30, 2014	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
Net 45	N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS	
<input checked="" type="checkbox"/> P-card	<input checked="" type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:				
None				

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	One (1) Month	July 31, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$68,263.00		\$943,858.00		

Effective July 1, this Contract is utilizing ONE MONTH of the First Option Year to provide adequate time to negotiate price increase. Estimated Revised Aggregate Contract Value is INCREASED by \$68,263.00. The new end date is July 31, 2014. CHANGE Contract Compliance Inspector to Margaret Bustillo. CHANGE Buyer to Lisa Crozier-Green.
 All other terms, conditions, pricing, and specifications remain the same.

Per agency request, vendor agreement, and DTMB-Procurement approval.

Change Notice Number: 2

Contract Number: 071B3200097

FOR THE CONTRACTOR:

Jewish Vocational Service and Community
Workshop

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Rebecca Cook, Division Director

Name/Title

DTMB - Procurement

Enter Name of Agency

Date

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

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B3200097
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Jewish Vocational Service and Community Workshop 29699 Southfield Road Southfield, MI 48076	Nancy Bogdan	nbogdan@jvsdet.org (313) 833-3393 - FAX
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(313) 833-8100 ext 501	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Patricia Engle	313-456-2371	englep@michigan.gov
BUYER	DTMB	Paula Hurst	517-373-9776	Hurstp2@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Cadillac Place Janitorial Services- DTMB			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 1, 2013	June 30, 2014	4, one year	June 30, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
None			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$875,595.00		

Effective October 1, 2013, the Contract Compliance Inspector has changed to:

Patricia Engle, Facility Manager
 Phone: (313) 456-2371
 Email: englep@michigan.gov

All other terms, conditions, pricing and specifications remain the same. Per agency and DTMB Procurement approval and agreement.

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

CONTRACT NO. 071B3200097
 between
THE STATE OF MICHIGAN
 and

FAX: (313) 833-3393

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Jewish Vocational Service and Community Workshop 29699 Southfield Road Southfield, MI 48076	Nancy Bogdan	nbogdan@jvsdet.org
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(313) 833-8100, x501	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Mike Noonan	517-373-6227	NoonanM@michigan.gov
BUYER:	DTMB	Paula Hurst	517-373-9776	hurstp2@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
Cadillac Place Janitorial Services- DTMB			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
One Year	July 1, 2013	June 30, 2014	Four, one year options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
None			
MISCELLANEOUS INFORMATION:			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$875,595.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #07113200056. Orders for delivery will be issued directly by the State of Michigan through the issuance of a Purchase Order Form.

Notice of Contract #: 071B3200097

FOR THE CONTRACTOR:

**Jewish Vocational Service and Community
Workshop**

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

**Rebecca Cook
Commodities Division Director**

Name/Title

DTMB Procurement

Enter Name of Agency

Date



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DEFINITIONS

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

Additional Service means any Services within the scope of the Contract, but not specifically provided under any Statement of Work.

Audit Period means the seven year period following Contractor's provision of any work under the Contract.

Bidder(s) are those companies that submit a proposal in response to this RFP.

Business Day means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

Blanket Purchase Order is an alternate term for Contract and is used in the Plan Sponsors' computer system.

CCI means Contract Compliance Inspector.

Days means calendar days unless otherwise specified.

Deleted – N/A means that section is not applicable or included in this CONTRACT. This is used as a placeholder to maintain consistent numbering.

Deliverable means physical goods and/or services required or identified in a Statement of Work.

DTMB means the Michigan Department of Technology Management and Budget.

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

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

Incident means any interruption in any function performed for the benefit of a Plan Sponsor.

Key Personnel means any personnel identified in **Section 1.031** as Key Personnel.

LSS means the Location Specification Sheet which includes the individual building specifications, cleaning tasks and frequencies.

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

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



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

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

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

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

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

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

SLA means Service Level Agreement.

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

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

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

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

Waste Prevention means source reduction and reuse, but not recycling.

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

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

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



Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

This Contract is for Janitorial Services at the Cadillac Place, 3044 West Grand Boulevard, Detroit, Michigan.

The State reserves the right to modify the services required under this Contract to meet the State of Michigan's future needs.

1.012 Background

Cadillac Place is an ornate, high-rise Class A office complex in the New Center area of Detroit, Michigan, constructed of steel, limestone, granite, and marble between 1919 and 1923. The building served as the world headquarters for General Motors until 2001 and was designated as a National Historic Landmark in 1978. The fifteen-story building measures 1.3 million square feet. Building renovations, which began in 2002 to house State offices, were considered one of the nation's largest historic renovation projects. The Michigan Strategic Fund purchased Cadillac Place in June, 2011.

1.020 Scope of Work and Deliverables

1.021 In Scope (See Attachment A LSS)

The Contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform the services as described in the Attachment A Location Specification Sheet(s) (LSS). The required objective is to maintain the facility in such a manner that the location provides a clean, healthy, and safe work environment for occupants and visitors of state owned or leased office facilities, which includes but is not limited to:

- Lighting fixtures
- Air-vents / registers (the exterior)
- Waste-receptacles (including ash-receptacles)
- Restrooms
- Locker-rooms / showers
- Entrance / lobby
- Elevators
- Corridors (including drinking fountains)
- Stairwells
- Landings
- Garages / loading areas
- Driveways
- Recycling to central collection site
- Rubbish / waste removal (to dumpster sites)
- Conference / meeting rooms
- Auditoriums
- Staff Offices / work-stations
- Closets, file, and storage rooms
- Floors
- Child play areas
- Gymnasiums
- Custody / detention rooms
- Interior windows (including window treatments such as blinds, etc.)
- Furniture (including desks, tables, cabinets, work-surfaces, upholstery, etc.)
- 1st Floor, exterior windows



1.022 Work and Deliverable

The Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, including, but not limited to tasks as set forth in the Attachment A Location Specification Sheets (LSS) All employees shall be fully qualified to perform the work assigned to them. The State reserves the right to modify the services required under this Contract to meet the State of Michigan's future needs.

A. Description of Service:

Contractor shall perform the task descriptions that follow, which are the minimum acceptable cleaning Contract performance standards:

1. **Carpet /Rug Cleaning**: All carpets/rugs shall be clean, free of spots, gum, crusted material, spillages, and removable stains. There shall be no evidence of "fuzzing" caused by harsh rubbing or brushing of carpet. Carpet cleaning by hot water extraction at a temperature that will kill and eliminate bacteria. Hot water extraction by truck-mount is the preferred method.
2. **Carpet Spot Cleaning**: Buildup, spillage or crusted material shall have been removed along with spots, smears and stains. There shall be no evidence of "fuzzing" caused by harsh rubbing or brushing of carpet. Spot cleaned areas shall blend with adjacent areas.
3. **Carpet Cleaning by Thorough Vacuuming**: Carpets shall be clean and free from dust balls, dirt and other debris; nap on carpet shall lie in one direction upon completion of the vacuuming task. Note: Prior to vacuuming area, move and vacuum under all objects readily movable by one person and intended to be moved frequently. This includes chairs, waste receptacles, tables on wheel, typing stands, boxes, etc. All objects moved during floor cleaning operations shall be replaced in original positions upon completion. After vacuuming, leave all rugs clean, free from dust balls, dirt and other debris. Prior to vacuuming, broom all edges not reached by vacuum. Straight suction vacuuming is not acceptable. ***The State requires that a motor driven commercial grade vacuum with HEPA filtered exhaust or equipment that meet these standards be used exclusively in all carpeted areas where water and/or snow does not present a problem.*** Empty dust and dirt from vacuum cleaner into a plastic trash bag, tie off and remove to a dumpster. As part of the vacuuming process, carpet spot cleaning is required on an ongoing basis.
4. **Dust Mop**: Thoroughly dust mops all non-carpeted areas. Move and dust mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. Dust mops must be treated with water based dust control chemical. Place dust and dirt into plastic trash bag, tie off and remove to dumpster.
5. **Damp Mop**: Thoroughly damp mops all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free.
6. **Floor Cleaning / Thorough Sweeping**: Floors shall be clean and free of trash and foreign matter. No dirt, dust shall be left in corners, behind radiators, under furniture or behind doors.
7. **Damp Mopping and Spray Buffing**: Floors shall be slip resistant, free of marks, skipped areas, streaks, and mop strands. Walls, baseboards and other surfaces shall be free of splashing and marks from the equipment. The finished area should have a uniform luster. There shall be no buildup of finish in corners. Dust mopping must be performed with a treated mop. After sweeping and damp mopping operation, all floors must be clean and free from strings, bristles and dirt streaks. Leave no dirt in corners, behind radiators, under furniture, behind doors, on



stairs or landings. Leave no dirt where sweepings were picked up. Leave no dirt, trash, or foreign matter under desks, tables or chairs.

8. **Wet Mopping and Scrubbing:** The floors must be properly prepared, thoroughly swept to remove visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces. Upon completion of the wet mopping or scrubbing, the floor must be clean and free of dirt, water streaks, mop marks, strings; properly rinsed and dry mopped to present an overall appearance of cleanliness. All surfaces must be dry and corners and cracks clean after the wet mopping or scrubbing. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder. All objects readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.
9. **Wet Mopping and Buffing:** Floors must be damp mopped and buffed between regular waxing operations. Prepare the floor by sweeping to remove all visible dirt and debris. The floor area will then be damp mopped and machine buffed to a polished appearance with a high-speed buffer.
10. **Damp Wiping:** This task consists of using a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then drying to provide a polished appearance. The wetting solution must contain an appropriate cleaning agent. When damp wiping in toilet areas, use a multi-purpose disinfectant and deodorizer.
11. **Stripping and Sealing:** Completely remove all dirt, wax and other foreign substances in returning the floor to its original surface. Apply a thin coat of sealer with caution to prevent streaking or bleaching of floor surface. This application in preparation for waxing must be according to manufacturer's recommendations. The stripper, sealer and wax products used must be compatible for this activity, and wax must be a minimum of 25% solids.
12. **Waxing and Buffing:** Apply wax in a thin, even coat and machine buff with a high-speed buffer immediately after drying. The number of coats applied will depend on the type and condition of the floor. All waxed surfaces must be maintained so as to provide safe ANTI-SLIP walking conditions. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder. All objects readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. This includes chairs, waste receptacles, tables on wheel, typing stands, boxes, etc. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.
13. **Empty Waste Receptacles:** Empty all containers that are provided for the disposal of waste i.e., waste baskets, torpedo type containers, sanitary napkin disposal bins, boxes, etc. into plastic bags, tie off and remove to dumpster. Dispose of items in waste containers only unless clearly marked for disposal. Liners must be used in all waste containers and must be changed as needed and no less than once per month. Waste containers in restrooms; break rooms, lunchrooms and conference rooms must be inspected daily and changed as needed.
14. **Restroom Cleaning:** When the CCI requests restroom cleaning during the day, an approved sign must be placed at the entrance warning tenants that the restroom is closed. A schedule for closing restrooms must be established with the CCI in advance. The CCI prior to any changes made must approve any changes in this schedule.



- (a) Fill Dispensers: Dispensers of all types must be checked daily and filled when necessary (soap, toilet tissue, paper towels, sanitary napkin, etc.).
- (b) Dusting: Completely dust all fixtures, ledges, edges, shelves, exposed pipes, partitions, door frames, tops of file cabinets, etc. Pay particular attention to the tops of these items. An approved dust cloth or dusting tool, treated with water based dust control chemical, must be used.
- (c) Clean and Disinfect Waste Receptacles and Dispensers: Clean and disinfect waste receptacles and dispensers inside and outside. Use proper chemicals for surface to be cleaned at proper dilution. After item has been cleaned completely, wipe item with approved disinfectant solution and allow to air dry.
- (d) Clean and Disinfect Sinks: Thoroughly clean all sinks, including bottom, faucets, and spigots, with approved crème cleanser. Rinse thoroughly as all crème cleanser residues must be removed. Then wipe each item with approved disinfectant solution and allow to air dry.
- (e) Clean Glass and Mirrors: Thoroughly clean all glass and mirrors using an approved alcohol based glass cleaner. Use a soft, clean cloth. Dry completely. Surface should be streak, smear, and smudge free. Make sure attached frames, edges, and shelves are also cleaned and dried as well as the glass surface. Squeegee may be used as needed.
- (f) Clean and Disinfect Toilets and Urinals: Thoroughly clean toilets, toilet seats, and urinals with approved acid free bowl cleaner, rinse thoroughly. (Approved acid cleaner may not be used more than once per month and should be used on the interior of toilet or urinal only. Great care must be taken to avoid any chrome when acid cleaner is used). Wipe each toilet, toilet seat and urinal completely with approved disinfectant solution. Buff-dry to a streak, smear and smudge free "shine". Leave seats in a raised position.
- (g) Clean and Disinfect Walls, Doors, Partitions and Handrails (Restroom Cleaning): Thoroughly clean all walls (including switch and plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved disinfectant solution and allow to air dry.
- (h) Damp Mop - Disinfectant (Restroom Cleaning): Thoroughly damp mops all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free. Thoroughly damp mop floor with approved disinfectant solution. Allow to air dry. Damp mops used in restrooms are not to be used for non-restroom areas.

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

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



16. **Service Restroom**: Visually check - dispensers must be filled, trash removed and restrooms spot cleaned as needed and as requested by the CCI.
17. **Remove Carpet Runners (as applicable)**: Carpet runners must be removed from floor to allow for proper cleaning, as needed. Be sure to remove excess water from runner with approved wet pick up vacuum before carpet runners are removed. Carpet runners must be extracted as specified during ice melt/salt usage, to maintain a clean appearance.
18. **Replace Carpet Runners (as applicable)**: After floor has been properly cleaned and is completely dry, replace carpet runners in their original locations.
19. **Cleaning / Disinfecting Drinking Fountains**: Thoroughly clean entire exterior surface with approved cream cleanser. The grain of the stainless steel must be followed at all times. Rinse thoroughly as all cream cleanser must be removed. Wipe entire surface with approved disinfectant solution and wipe dry utilizing a clean, soft cloth and wipe item dry. The grain of the stainless steel must be followed.
20. **Stainless Steel/Brass Cleaning (Elevators, Doors, Trim, Etc.)**: Thoroughly clean all stainless steel/brass not previously mentioned with approved cleaner and a clean soft cloth. Great care must be taken to follow the grain of the stainless steel at all times when cleaning.
21. **Cleaning, High Traffic Areas**: High traffic area is any area that would receive heavy traffic and that would require cleaning as specified. Areas would include: corridors, lobbies, waiting areas, conference rooms, or any area so designated by the CCI.
22. **Carpet Cleaning by Hot Water Extraction**: Perform vacuuming, and carpet cleaning by extraction method with commercial grade equipment only (preferably truck mounted equipment). Prior to carpet cleaning all carpeting, including carpet runners, must be thoroughly cleaned as follows:
 - (a) All movable items must be removed from area(s) to be cleaned (i.e., chairs, waster receptacles, all free standing tables, typing stands, boxes, plants, all temporary floor coverings, etc.) and area thoroughly vacuumed.
 - (b) Thoroughly spray next area to be cleaned with approved pre-treats or carpets lane cleaner used at approved dilution. Spray must be applied so those fibers remain damp until cleaned. Chemical should be left to work for 10-15 minutes
 - (c) Thoroughly extract all properly pretreated carpeted areas. Agitation is necessary, using an approved motor driven brush. A minimum of three cleaning passes and two vacuuming passes must be used. Approved equipment and chemicals, at approved dilutions, must be used.
 - (d) All stains must be removed during the extraction process, using approved chemicals. Great care must be taken to completely remove stain removal chemicals from carpet fiber.
 - (e) Thoroughly spray all thoroughly cleaned carpet with approved carpet fiber protector at approved dilution. Application must be made with approved sprayer. Carpet track off mats and runners such as those found in building lobby areas, are exempt for this process.
 - (f) Replace all items removed for cleaning. All items moved back into place that have metal of any type that come in contact with carpeting must be wood blocked or tabbed to keep the metal off the carpet fiber until thoroughly dry. All blocks or tabs should be removed during the next scheduled regular area cleaning, provided the carpet is thoroughly dry. This could take more than one day.



23. **Spray Buff Hard Floors:** Hard floor must be properly prepared before spray buffing by removing carpet runners, dust mopping, and damp mopping hard floor areas. Begin spray buffing by lightly spraying area just to the left or right of approved floor machine (buffer) with approved spray buffing chemical, at approved dilution. Buffing pad must be approved by the CCI and will depend on type of finish used. Rotary floor machine (buffer) will be worked back and forth over area lightly sprayed until floor has a high, streak free luster. Then proceed to the next area, until scheduled area is completed. Great care must be taken to avoid using "loaded" pad (pad full of dried finish and dirt). Flip pad over or change to another clean dry pad often. Great care must also be taken not to allow floor machine (buffer) to run in one spot for too long to avoid burning the floor. Floor shall be dust mopped after scheduled spray buffing is completed. Replace carpet runners to original position post-cleaning.
24. **Strip and Refinish:** Close and properly mark area "closed" with approved signage. Remove all movable objects from area.
- (a) Apply approved stripping solution at approved dilutions to area to be stripped. Allow solution to stand according to approved manufacturer's recommendations. Do not allow solution to dry out or stand too long. Any finish or dirt must also be removed from walls, doors, baseboards, etc. at this time.
 - (b) Thoroughly agitate all floor area to remove all old finish with approved strip pad.
 - (c) Use wet vacuum to pick up old finish and stripper.
 - (d) Thoroughly mop rinse areas with clean cotton mop and clean water. Make sure walls, doors, baseboards, etc. are also thoroughly rinsed.
 - (e) Thoroughly mop rinses areas a second time with clean cotton mop and clean water with approved neutralizer/conditioner chemical at approved dilution. Make sure walls, doors, etc. are also thoroughly rinsed.
 - (f) Allow floor to air dry.
 - (g) If any old finish remains, repeat "a" through "f".
 - (h) Continue "a" through "g" until scheduled area is properly stripped and/or rinsed.
 - (i) Apply thin coat of approved sealer with approved clean nylon or rayon mop head or approved clean applicator. Stripping solution finish and sealer must not be slopped on walls, doors, etc. Allow sealer to thoroughly dry.
 - (j) Apply second coat of sealer as described in "i" above. Allow sealer to thoroughly dry.
 - (k) Apply top coating and second coat of approved floor finish.
25. **Scrub - Restroom Floors/Hard Surface Stairwell Floors:** Close restrooms. Remove all movable objects from area and place approved "closed" signage to area prior to completion of task.
- (a) Apply approved cleaning solution at approved dilution to area to be scrubbed. Do not allow solution to dry.
 - (b) Quickly agitate small section coated with solution with approved stiff bristle brush. Be sure grouting is clean.
 - (c) Use wet vacuum to pick up dirty solution.
 - (d) Thoroughly mop rinses area with clean cotton mop and clean water. Make sure all walls; doors, etc. are also thoroughly rinsed.
 - (e) Thoroughly mop rinse a second time with clean cotton mop and clean water. Make sure all walls; doors, etc. are also thoroughly rinsed a second time.
 - (f) After floor is thoroughly dry, replace all objects moved from area. Remove signs and reopen.
 - (g) Scrub all walls including partitions



26. **Wall Spot Cleaning:** Thoroughly clean all spots, smudges, stains, etc. from walls, partitions and modular partitions using approved chemicals at approved dilutions. Wipe dry with clean soft cloth. Also thoroughly clean all interior glass with approved alcohol based glass cleaner and wipe dry with clean dry cloth. All surfaces must be dirt and streak free.
27. **Dusting:** There shall be no obvious dust streaks. Corners, crevices, molding and ledges (including heating) shall be free of all obvious dust. There shall be no oils, spots or smudges on desk or dusted surfaces. Thoroughly dust all vertical and horizontal surfaces in all cleanable areas with approved dust cloth or tool treated with an approved water based dust control chemical, up to and including ceiling vents, air bars, and lighting devices, window blinds, etc. Do not move dusting residue from spot to spot, but remove directly from the areas in which dirt lies by the most effective means appropriate; treated dusting cloths or vacuum tools.
- (a) Leave no dust streaks.
 - (b) Leave corners, crevices, molding and ledges free of dust and cobwebs.
 - (c) Leave no oil spots or smudges on dusted surfaces caused by dusting tools.
28. **Horizontal surfaces:** include, but are not limited to, counter tops, file cabinets, tables, coat-racks, etc. Telephones, ashtrays, etc., must be lifted and dusted under. Do not disturb work papers. Dusting high and low includes, but is not be limited to, partition tops, pictures, chair rungs, etc. Window hangings are either Venetian blinds or drapes. Dust Venetian blinds. Lightly vacuum drapes.
29. **Remove Recyclable Paper (as applicable):** Pick up all recyclable paper from marked containers centrally located throughout the building and remove to designated containers in the loading dock area or other area as designated by the CCI. Grades of recycled paper, mixed and white, which are separated at the centrally located collection points, **MUST NEVER** be mixed into one container while being picked up. Janitorial staff does not collect paper from individual containers on desks or in cubicles. The process listed below must be followed at all **DTMB owned locations:**
- (a) Two (Brutes) containers must be used when picking up recycled paper.
 - (b) One container will be for white paper. One container will be for mixed paper.
 - (c) Mixed and white recycled paper **MUST NEVER** be mixed into one container while being picked up from the marked containers in central locations.
 - (d) The Contractor's janitorial staff **ARE NOT** permitted to sort mixed and white recycled paper.
 - (e) The Contractor's janitorial staff **WILL** notify the Contractor's janitorial supervisor of locations within the building that are not separating mixed paper and white paper into separate containers. They will also notify their supervisor of locations where recyclable materials have been contaminated by food or other material which would cause the recyclables to be thrown away.
 - (f) The Contractor's janitorial supervisor will immediately notify the CCI of instances which occur such as those listed above in line e.
 - (g) It is expected that janitorial staff and supervision, in conjunction with the CCI or other designated representative, will continually strive to improve the recycling efforts in each building in order to maximize the returns from the State of Michigan recycling program.
 - (h) Any failures to follow the recycling instructions listed above, which result in the loss of revenue to the State of Michigan through the recycling contract, will be cause for the CCI to seek monetary reimbursement from the janitorial services provider, at a rate to be mutually agreed upon at the Contract kick-off meeting.
30. **Clean Air Bars and Vents:** Vacuum excess dust and dirt from air bars. Damp wipe clean with approved disinfectant solution and wipe dry.



31. **Glass Cleaning (Lobby)**: Glass cleaning is a part of the overall task of lobby cleaning. Glass cleaning shall be performed as specified. It is expected that all lobby glass, including doors, revolving doors and windows (to the limit of reach from floor level) shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, revolving door or window to accomplish clean glass.
 32. **Cleaning Ash Receptacles and Surrounding Areas**: Cigarette or cigar butts, matches and other discarded material shall be removed from the receptacle and the receptacle wiped so that it is free of dust, ashes, odors, tar, streaks and nicotine stains. Ashtrays placed on the exterior of the building shall be emptied and cleaned as needed to maintain a clean appearance. The areas immediately surrounding such ashtrays and adjacent building entrances are to be included as part of this cleaning task. Sweeping and removal of cigarette butts and emptying of ashtrays as needed to clean the area. Note: **Sand or dry receptacles**: Contents of ash receptacles must be disposed of in a safe manner. Clean sand by sifting out and disposing of debris and replacing and replenishing sand in urns.
 33. **Emergency clean up**: This Contract Compliance Inspector (CCI) shall assign, when and where needed, cleanup duties to the Contractor when an emergency occurs. Cleaning tasks may include: dusting, vacuuming, mopping, carpets extraction, window washing, or other tasks defined in Article 1.022 Work and Deliverables.
 34. **Rubbish Removal**: Rubbish from a central location is the responsibility of the State. Contractor must bag all waste material and place inside containers provided for that purpose.
 35. **Replenishable Supplies**: The Contractor is responsible for the purchase and supply of materials listed in the Attachment A Location Specification Sheet (LSS). All profits from the sale of items (i.e., sanitary napkins) belong to the Contractor.
 36. **Hazardous Conditions**: Conditions that may be questionable or deemed hazardous (i.e., such as burned out lights, loose railings, ceiling tiles, exposed wiring, broken windows, etc.), or anything unusual must be verbally reported daily by janitorial staff to the Contractor's supervisor. The Contractor's supervisor shall daily provide written notification of any hazardous conditions to the CCI, with date of observation, which is noted during the previous work shift. Any conditions that post immediate threat to the health and safety of building occupants should be reported immediately to the State's Facility Manager or on-site staff.
- B. **EQUIPMENT AND SUPPLIES**
Contractor shall furnish all equipment and supplies, other than State provided supplies listed in the Attachment A Location Specification Sheets:
1. Contractor must utilize cleaning equipment that meets with the approval of the CCI. The use of any powdered scouring cleansers is expressly prohibited. A complete listing of equipment and products to be used shall be submitted to the CCI within 10 business days after award recommendation of this Contract.
 2. Contractor shall furnish all power equipment such as floor machines, vacuum systems, carpet cleaning systems, etc. and all other equipment.
 3. Contractor's equipment used in office areas must not exceed the noise level of 68 decibels at 5 feet, which will be less disruptive to office workers.
- C. **SUPPLIES**
1. Contractor must supply all cleaners, finishes, etc. for the treatment of various types of flooring and/or carpeting. Use only such materials as are recommended and approved by this CCI or his designee and the flooring manufacturer.



2. Contractor shall submit a complete list, by brand names and product numbers, of all supplies to be used in fulfilling this Contract, and shall submit a Materials Safety Data Sheet (MSDS) to the CCI prior to starting any work. A copy of all MSDS sheets should be kept in a binder in an on-site central location.
3. The State reserves the right to accept or reject any items listed on the supplies list.
4. Contractor must immediately furnish an acceptable substitute for any item rejected by the State.

D. TEMPORARY REDUCTION OF SPACE

1. When blocks of space totaling 3,500 square feet (325 square meters) or more are expected to remain unoccupied for 30 calendar days or longer, deductions will be made from the monthly payments due the Contractor.
2. The CCI will give the Contractor or his representative written notification no less than ten (10) business days in advance stating when the areas are to be dropped from or returned to normal cleaning schedule. The period for deductions will begin on the effective date of the notice and end on the day before cleaning is resumed.
3. Subsequent blocks of space less than 3,500 square feet (325 square meters) may be added after the initial 3,500 square feet (325 square meters) threshold is met.
4. Periodic Services will be deducted as required due to the unoccupied space.
5. The deduction for vacant space will be computed by the State with an example as follows:
 - **Daily Deduction =**
Monthly contract price for basic janitorial services divided by building cleaning area (Cleanable square foot on Location Specification Sheet); further divided by 21 workdays, regardless of the actual number of workdays in the applicable month.
 - **Monthly Deduction =**
Yearly contract price for basic janitorial services divided by building cleaning area (Cleanable square feet on Location Specification Sheet); further divided by 12.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

A. PERSONNEL

1. The State reserves the right to approve key personnel for this project (i.e., supervisor, lead workers) and to require replacement of personnel found to be unacceptable at any time during the project. (See Section 2.060).
2. Contractor shall be responsible for repair, replacement, reimbursement or cleanup as necessary due to carelessness or negligence on the part of the Contractor and its personnel. Contractor shall be responsible for and reimburse the State for any loss due to pilferage of the Property or its contents by employees, agents, and subcontractors of the Contractor. Any damage to items of historical significance caused by the Contractor or their employees should be restored to the same level of historical quality by the Contractor.
3. Contractor shall be responsible for conducting background checks on all employees working at this location. Contractor shall retain this information and make it available to the State upon request.



4. The Court of Appeals, Michigan Supreme Court, Michigan State Police, and Michigan Gaming Control Board conduct their own required background checks. These background checks are conducted on employees working in those areas and are paid for by the agency performing the background check.

B. SUPERVISION –

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

1. The Contractor's site supervisor shall be a qualified and trained person whom, on a full time basis and is designated in writing, as the Contractor's representative. Contractor shall exercise all supervisory control and general control over all day-to-day operations of his/her employees including control over all worker duties and worker performance:
 - At the conclusion of each workday, the Contractor shall assure inspection of services delivered to the facility for completion and performance quality.
 - Contractor shall also be responsible for payment of all wages to employees, taxes and all required and optional fringe benefits (i.e., sick leave, pension benefits, vacations, medical benefits, life insurance, or unemployment compensation, etc.).
 - Contractor shall discipline his/her employees, as needed, including firing and hiring.
2. Contractor must maintain a secure environment while cleaning the facility. The Contractor shall comply with all security regulations and special working conditions as required by the respective agency's location, including but not limited to:
 - No staff is allowed into the facility other than those individuals responsible for performing janitorial services and approved by the CCI.
 - Contractor must lock the building when leaving (where applicable).
 - In locations that include a security alarm system, Contractor must also properly set the security alarm when leaving the building or when so directed by CCI.
 - Failure to maintain a secure environment, properly lock the building, gates, or set the security alarm (where applicable) will result in issuance of a complaint and possible cancellation of this Contract.
 - Any cost incurred from a security service or local police for false alarms caused by failure of the Contractor to properly set the security alarm will be the responsibility of the Contractor.
3. In addition, should this Contract be cancelled, the cost of changing the building locks and re-coding the security alarm, if applicable, will be charged to the Contractor; and, these costs may be deducted from any amount due the Contractor for services performed.
4. The CCI shall make final determination of a contractual employee's suitability for assignment to a specific location. Problems of this nature will be addressed with the Contractor's management.

C. EMPLOYEE CONDUCT:

1. Contractor hereby agrees that its employees, Subcontractor personnel, and all other individuals Contractor permits on State property, for purposes of implementing this Agreement, shall be subject to the rules and guidelines established by State Administrative Guide § 0210.06, Conduct on State Property, as well as subject to the respective departmental policies and procedures relating to the location site.
2. Further, Contractor agrees that its employees, Subcontractor personnel, and all other individuals Contractor permits on State property, for purposes of implementing this Agreement, shall:
 - a. Wear a badge in plain view indicating the employee's name and company name in letters not less than 1/4 inch in height.
 - b. Wear clean and neat clothing or uniforms, supplied by the Contractor, at all times while working. Warm uniform jackets for winter responsibilities are to be provided by the Contractor to personnel with exterior duties.



- c. Carry an State provided pad of "Notice of Work Required" forms, and (using these forms) daily report potentially hazardous conditions and items in need of repair including office lighting, emergency and exit lights, plumbing and water cooler problems, etc., to the CCI.
- d. Report immediately and turnover all lost and found articles recovered to the CCI.
- e. Not bring or meet personal visitors (i.e., children, relatives, etc.) at the location-site.
- f. Not consume food or beverages in public view while on duty.
- g. Not consume alcoholic beverages nor use narcotics while on duty nor be under the influence when reporting for duty.
- h. Not receive or initiate personal telephone calls from state owned or operated telephones.
- i. Not play radios or other sound equipment without the CCI's approval.
- j. Not fraternize with State staff, clients, tenants, or visitors to the building nor unnecessarily disrupt tenants from their work while performing their contractual duties.
- k. Secure facility (i.e., turn-off lights, etc.), as applicable, after cleaning is completed in an assigned area.
- l. Weapons are not permitted or tolerated on the property.
- m. Contractor agrees that personnel may be subject to drug screening, prior to assignment.
- n. No Property owned tools or equipment shall be loaned to Contractors or vendors.

1.032 State Staff, Roles, and Responsibilities

The CCI or their designee shall:

- A. Provide the Contractor, prior to the start of this Contract, the general and specific orders detailing janitorial services at each contracted location, including approval of the Final Work Plan (per Location), as outlined in the Attachment A LSS Sheets.
- B. Give additional written or oral instructions to clarify the desired performance as is determined by the State to be needed.
- C. Provide necessary, registered and returnable keys for the Contractor's entrance to areas of the buildings necessary for the completion of described work after award of Contract (Contractor must not duplicate any such keys).
- D. Assure that an area is furnished, when necessary, for storage of the Contractor's equipment and supplies; however, Contractor will be held solely responsible for all items stored or secured on State premises.
- E. Contract Compliance Inspector (CCI):

The CCI or their designee is the day-to-day Facility / Site-Manager, and is identified on the Location Specification(s) now incorporated with this contract by reference.

- 1. This role includes:
 - a. Contract compliance inspection, and monitoring;
 - b. Verifying service and work product delivery;
 - c. Validation of Contractor invoices prior to CCI approval and payment;
 - d. and Contractor performance evaluation.

1.033 Contract Implementation Period / Transition / Orientation

The State CCI (CCI) will administer this Contract on a day-to-day basis during the term of the impending Contract. However, administration of any Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions and specification of such Contract. That authority is retained by the DTMB Procurement.



A. Before commencement of work by a new Contractor, the State CCI will:

1. Schedule a Kick-Off meeting with the Contractor to review and discuss the Contract specifications and answer any questions the Contractor may have.
2. Walk-through the facility with the Contractor to identify where janitorial closets are located, water sources, alarms, and any other specifics of your building.
3. Exchange emergency telephone numbers where the Contractor can be reached day or night and where you can be reached.
4. The CCI will review the Contractor's complete list of cleaning supplies and Material Safety Data Sheets (MSDS). The CCI may also request to see the products.
5. The CCI may request to inspect the Contractor's equipment. Equipment that has worn or ratted cords is unacceptable. Household grade equipment is unacceptable. Equipment must be in good operating condition. This Contract requires that a motor driven commercial grade vacuum with HEPA filtered exhaust or equipment that meet these stands be used exclusively in all carpeted areas where water and/or snow does not present a problem.
6. Establish a schedule for window cleaning services and all other periodical services. Provide the Contractor with a copy of the schedule.
7. Establish a schedule for routine face-to-face meetings on site, especially within first 6 months.
8. Provide keys to the building and any security clearances.
9. Do LIEN checks, as necessary. (See Article 1.031A 3 and 4, and Article 2 for more information regarding Background checks).
10. Issue approval of Contractor's final work plan.

B. Once Contractor begins providing service, the State CCI:

1. Shall provide written correspondence to the Contractor after each meeting, verifying any actions agreed to, informing Contractor of any deficiencies and allowing the opportunity to correct such deficiencies. (However, if deficiencies continue, a formal complaint to vendor or vendor performance report will be filed.)
2. Inform Contractor where to forward invoices for immediate processing and payment.
3. Be available to answer questions from the Contractor.

1.040 Project Plan

1.041 Project Plan Management

A. Upon award of a Contract a project work plan for managing implementation of the services shall be specified and submitted to the CCI for review and approval. Contractor's work plan, which must be approved prior to commencement of work, must include the following:

1. Equipment List - indicating description, age, manufacturer, model and serial number of each piece. Equipment must meet or exceed all requirements defined under "Equipment Requirements" in this document. All equipment must be in the Contractor's possession, available for use and fully operational, prior to Contract start date.
2. Schedule of Operations - personnel expected to complete work on the Contract.
3. Name(s) of supervisors – 24-hour contact telephone numbers and best contact times.



4. Equipment failure **WILL NOT** constitute an acceptable reason for failure to provide service. Adjustments to providing this service, including any weather-related deviations, must be approved by the CCI or their designee.
5. Proof of Insurance as defined in Article 2 must be provided to Procurement **prior** to Contract award.

B Any misrepresentation by the Contractor of its ability to perform the work described in this Contract may be grounds for immediate termination. In such case, the Contract may be awarded to the next qualified Contractor based on best value for this Contract (refer to 3.024 Award Recommendation).

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

D. The Contractor will carry out this project under the direction and control of the specified CCI for the respective location(s) where services are to be performed.

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

F. Annual Service Review and Progress Meeting

1. The CCI may perform an audit of the services provided each year under the specifications, terms, and conditions of the Contract.
2. An unsatisfactory audit may result in cancellation of the Contract under the terms of the Cancellation Clause in the Contract.
3. The audit may include, but is not limited to, an evaluation of the total service quality, including responsiveness, timeliness of required reporting, and any other specifics as required under the terms of the Contract.

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

1.042 Reports

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

Contractor must provide reports, included but not limited to:

- A. **Schedule of Events Work Plan**: Within five business days from the begin date of this Contract, the Contractor must submit a **final work plan** (based on original work plan submitted with bid proposal) to the respective State-agency CCI for final approval, and must resubmit a vendor work plan each State fiscal year for which this Contract is effective, that must include the following:
 1. The Contractor's project organizational structure, to include:
 - a. The Contractor's staffing table with names and title of key personnel (i.e., lead workers, supervisors, and managers) assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions of key personnel due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.



- b. The project breakdown showing schedule of days and hours for basic janitorial services and periodicals.
 - c. Listing of all Contractor staff who are authorized to be on location / site performing services.
2. Contractor shall maintain a chronological file of all reports and correspondence related to any Contract resulting from this solicitation. All reports submitted to the CCI must be submitted timely and prior to any scheduled meeting between the Contractor and the State.
- B. **Operations Report**: As requested by the CCI, the Contractor shall provide a written summary report of progress which outlines the work accomplished during the reporting period in accordance and compliance with this Contract to include but not limited to:
1. Notification of any significant deviation from previously agreed-upon work plans
 2. Service compliance reports (inspection forms)
 3. Summary incident reports
 4. Personnel assignment/re-assignment reports
 5. Time and attendance reports
 6. Personnel disciplinary reports
 7. Problems, real or anticipated and resolution
- C. The State reserves the right to request additional reports as it deems necessary.



EXAMPLE OF CLEANING INSPECTION REPORT

CONTRACT CLEANING INSPECTION REPORT

INSTRUCTIONS: Form is used for inspection of contract cleaning by inspectors to record results. The condition of area (s) inspected will be rated SATISFACTORY or UNSATISFACTORY. Explain unsatisfactory rating in remarks column and complete quantity column.

BUILDING	REPORT NO.		CONTRACT NO.		
Contract Compliance Inspector or Designee (<i>Print Name</i>)				CCI or Designees Signature	
Time Started	<u>Time Completed</u>	<u>Length of Inspection</u>	Date of Inspection		
Contractor Representative	Review Date	<u>Contractor's Review & Acceptance of Report</u>		Time	Date
WORK DESCRIPTION – LOCATION (Room No., Corridor, Lobby, or Either)		INSPECTION FINDINGS		REMARKS	
		Satisfactory	Unsatisfactory		



EXAMPLE: CLEANING INSPECTION REPORT

CLEANING INSPECTION FORM

LOCATION:

LOCATION ADDRESS:

INSPECTION DATE:

INSPECTION TIME:

INSPECTED BY:

<u>CATEGORY</u>	<u>INSPECTION ITEMS</u>	<u>SCORE (1-5)</u>	<u>COMMENTS</u>
ROOMS	Bare Floors and Carpets	1 2 3 4 5	
	Bases and Corners	1 2 3 4 5	
	Vertical Surfaces	1 2 3 4 5	
	Horizontal Surfaces	1 2 3 4 5	
	Trash Receptacles	1 2 3 4 5	
RESTROOMS	Floors (tile and other)	1 2 3 4 5	
	Fixtures (sinks, toilets, etc.)	1 2 3 4 5	
	Vertical Surfaces	1 2 3 4 5	
	Horizontal Surfaces	1 2 3 4 5	
	Supplies	1 2 3 4 5	
ENTRANCE LOBBY	Floors, Corners, Mats, Carpets	1 2 3 4 5	
	Vertical Surfaces	1 2 3 4 5	
	Horizontal Surfaces	1 2 3 4 5	
CORRIDORS	Bare Floors, Mats, Carpets	1 2 3 4 5	
	Vertical Surfaces	1 2 3 4 5	
	Horizontal Surfaces	1 2 3 4 5	
	Fixtures	1 2 3 4 5	
ELEVATORS ESCALATORS	Floors and Corners	1 2 3 4 5	
	Vertical Surfaces	1 2 3 4 5	
	Horizontal Surfaces	1 2 3 4 5	
GARAGE LOADING AREAS	Floors and Corners	1 2 3 4 5	
	Vertical Surfaces	1 2 3 4 5	
	Horizontal Surfaces	1 2 3 4 5	
INTEGRATED PEST MANAGEMENT	Building	1 2 3 4 5	
	Other Areas	1 2 3 4 5	
GROUNDS LANDSCAPING	Landings	1 2 3 4 5	
	Walkways	1 2 3 4 5	
	Lawns	1 2 3 4 5	
	Shrubbery and Other	1 2 3 4 5	
	Parking Areas and Driveways	1 2 3 4 5	



SAMPLE CLEANING INSPECTION REPORT - SCORING CRITERIA

(Note: Allowances should be made for usage between time of cleaning and time of inspection)

SCORE = 5

- Bare floors and base moldings shine; they are bright and clean. Colors are fresh. No build up in corners or along walls. Carpets and rugs are clean, free of debris, spots, gum, crusted material and removable stains. No evidence of deterioration or fussing from harsh scrubbing or brushing. Cleaned areas should blend with adjacent areas.
- All vertical surfaces (walls, doors, interior and exterior windows, blinds, mirrors, etc.) and horizontal surfaces (floors, ceilings, furniture, radiators, grills, etc.) are freshly cleaned and polished. They have no accumulation of dust, dirt, marks, streaks, smudges or fingerprints. This includes items above and below eye level. Fixtures are clean, polished, and lustrous and free of encrustation.
- Washroom fixtures and tile gleam and the area are odor-free. Supplies are adequate (80% full).
- Trash containers are clean, odor-free and lack spillage, dust, debris and residue.
- Lawns are well maintained, and free of weeds and trash. Walkways, landing and steps are free of trash and weeds. Shrubbery and other landscaping are trimmed and free of litter and weeds. Parking area and driveways are free of litter and weeds.
- No evidence of pests or rodents.

Score = 4

- Bare floors and base moldings shine; they are bright and clean. No buildup in corners or along walls. Little or no evidence of dust, dirt, stains, etc. Carpet/rugs are clean, free of debris, spots, gum, crusted material and removable stains. There is, however, slight evidence of deterioration and cleaned areas do not blend extremely well with adjacent areas.
- All vertical and horizontal surfaces are freshly cleaned and polished. Little or no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints. This includes items above and below eye level. Fixtures are cleaned, polished, lustrous and free encrustation.
- Washroom fixtures and tile gleam and the area are odor-free, but there could be a few fingerprints. Supplies are adequate (80%).
- Trash containers are clean, odor-free and lack spillage, dust and residue.
- Lawns are well maintained, but may have minimal weeds or trash. Walkways, landings and steps may have minimal trash or weeds. Shrubbery and landscape are trimmed but may have minimal litter or weeds. Parking area and driveway may have minimal litter or weeds.
- No evidence of pests or rodents.

Score = 3

- Bare floors and base moldings are swept and/or vacuumed clean, but upon closer observation, they may be stains or splash marks present. Slight buildup of dirt and/or floor finish in corners and along walls may be seen. Carpet/rugs are clean, but may be slightly stained and matted, especially in high traffic areas. They are, however, free of debris, gum, crusted material and/or removable stains. Slight evidence of deterioration may be present. Cleaned areas may not blend with adjacent areas.
- All vertical and horizontal surfaces are cleaned and polished. There is, however minimal accumulation of dust, dirt, smudges, fingerprints, and marks. This includes items below and above eye level. Fixtures are cleaned and polished, but are not lustrous and/or totally free of encrustation.
- Washroom fixtures and tile have obviously been cleaned, but do not gleam. The room is odor free, but there may be conspicuous dust, dirt, smudges, and/or fingerprints. Some supplies are adequately stocked (80% full).
- Trash containers are cleaned and odor free. They may, however have slight evidence of spillage, dust, debris, and/or residue.



- Lawns are maintained, but have minimal trash and weeds. Walkways, landings, and steps have trash or weeds. Shrubbery and landscape are trimmed but have liter and weeds. Parking areas and driveways have liter and weeds.
- No evidence of pests and/or rodents.

Score = 2

- Bare floors and base molding are swept and/or vacuumed clean, but are dull, dingy and stained. There is an obvious buildup of dirt and/or floor finish in corners and along walls. Carpet/rugs are stained and matted, especially in high traffic areas. They are slightly stained and are not necessarily free of debris, gum, crusted material and/or removable stains. The cleaned areas do not blend with adjacent areas.
- Vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints, and marks. Fixtures below and above eye level may have been cleaned, but are not lustrous at all and may have encrustation.
- Washroom fixtures and tile may have been cleaned, but they appear dingy and do not gleam at all. There may be a slight odor as well as a bit of dust, dirt, smudges, and/or fingerprints. Some supplies are stocked, some are not.
- Trash containers are stained, marked and have an obvious odor. They have old trash, spillage, dust, debris, and/or residue.
- Lawns aren't maintained well, and have trash and seeds. Walkways, landings, and steps have trash and weeds. Shrubbery and landscape are not trimmed and have litter and weeds. Parking areas and driveways have litter and weeds.
- Some evidence of pests and/or rodents.

Score = 1

- Bare floors and base moldings are scuffed, dingy, and smudged. There is an obvious buildup of dirt and/or floor finish in corners and along walls. Carpet/rugs are stained and matted throughout. They are stained and are not free of debris, gum, and crusted material. There aren't many cleaned areas; there is dirt and litter throughout.
- Vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, fingerprints, and marks that will be difficult to remove. Fixtures below and above eye level are covered with smudges, fingerprints, dust and encrustation.
- Washroom fixtures are covered with smudges, fingerprints, dust and encrustation, all being nearly impossible to remove. The restroom odor is noticeable and supplies are not stocked.
- Trash containers are stained with spillage, dust, debris, and residue. They are filled with day-old trash and the odor is overwhelming.
- Lawns aren't maintained well, and have trash and weeds. Walkways, landings, and steps have an abundance of trash and weeds. Shrubbery and landscape are not trimmed and are filled with litter and weeds. Parking areas and driveways are covered in litter and weeds.
- Definite evidence of pests and/or rodents.

1.050 Acceptance

1.051 Criteria

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

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

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



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

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

1.052 Final Acceptance – Deleted, Not Applicable

1.053 Contract Close-Out and Final Inspection – Deleted, Not Applicable

1.060 Proposal Pricing

1.061 Proposal Pricing

See Attachment B Pricing.

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

1.062 Price Term

Prices quoted are firm for the entire length of the Contract.

1.063 Tax Excluded from Price

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

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

1.064 Holdback – Deleted, Not Applicable

1.070 Additional Requirements

1.071 Additional Terms and Conditions specific to this Contract – Deleted, Not Applicable



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

The Contract is for a period of one year beginning approximately July 1, 2013, through June 30, 2014. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

The Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to four additional one-year periods.

2.003 Legal Effect

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

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

2.004 Attachments & Exhibits

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

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under the Contract. All orders are subject to the terms and conditions of the Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown; however, the Contractor must furnish all such materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

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

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



2.007 Headings

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

2.008 Form, Function & Utility

If the Contract is for use of more than one (1) State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

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

2.010 Consents and Approvals

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

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

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

2.020 Contract Administration

2.021 Issuing Office

The Contract is issued by the Department of Technology Management and Budget, DTMB-Procurement and DTMB-Facilities Administration (collectively, including all other relevant State of Michigan departments and agencies, the "State"). DTMB-Procurement is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. DTMB-Procurement **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of the Contract.** The Contract Administrator within DTMB-Procurement for the Contract is:

Paula Hurst Thomas, Buyer
Procurement
Department of Technology Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
hurstp2@michigan.gov
(517) 373-9776

2.022 Contract Compliance Inspector

After DTMB-Procurement receives the properly executed Contract, it is anticipated that the Director of DTMB-Procurement, in consultation with DTMB-Facilities Administration, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of the Contract implies **no authority to change, modify, clarify, amend,**



or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DTMB Procurement. The CCI for the Contract is:

Michael Noonan, Facility Supervisor
DTMB-Facilities Administration
Email: NoonanM@michigan.gov
Phone: 517-373-6227
Fax: 989-758-1496

2.023 Project Manager – Deleted, Not Applicable

2.024 Change Requests

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

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

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under the Contract, describing the Change and its effects on the Services and any affected components of the Contract (a "Contract Change Notice").
- (b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the DTMB-Procurement.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of the Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the State contact as noted in Section 2.021 and the Contractor's contact as noted on the cover page of the contract, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

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

2.026 Binding Commitments

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

**2.027 Relationship of the Parties**

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

2.028 Covenant of Good Faith

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

2.029 Assignments

Any assignment or delegation, without the prior written approval of the State, is void. The Contractor must notify the State at least 90 days before the proposed assignment, delegation or novation and provide the State with sufficient information, determined by the State that will assist in determining if the request and transfer of responsibility would decrease the State's likelihood of receiving performance on the Contract or its ability to recover damages, and if the transfer would be in its best interest. If the State permits an assignment of the Contractor's right to receive payment, the Contractor is not relieved of its responsibility to perform any of its contractual duties. If this Contract is agency specific, the State may assign to another agency without notice.

Upon notice to the Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Agreement, to any other party. If the State determines that a novation of the Agreement to a third party is necessary, the Contractor will agree to the novation, provide all necessary documentation and signatures required to complete the approval, and continue to perform, with the third party, its obligations under the Agreement.

2.030 General Provisions**2.031 Media Releases**

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

2.032 Contract Distribution

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

2.033 Permits

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

2.034 Website Incorporation

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

2.035 Future Bidding Preclusion

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



2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and the Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

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

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under the Contract must specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

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

2.043 Services/Deliverables Covered

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

2.044 Invoicing and Payment – In General

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

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

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the CCI and the Contractor. All invoices require approval by the CCI or their designee for payment to be made.

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



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

2.045 Proration

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

2.046 Antitrust Assignment

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

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one (1) party against the other arising from unsettled claims or failure by a party to comply with the Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under the Contract must constitute a waiver of all claims by Contractor against the State for payment under the Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in 1984 PA 431, all contracts that the State enters into for the purchase of goods and services must provide that payment will be made by Electronic Fund Transfer (EFT).

2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes.

2.052 Sales and Use Taxes

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

2.060 Contract Management

2.061 Contractor Personnel Qualifications

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

**2.062 Contractor Key Personnel**

- (a) The Contractor must provide the CCI with the names of the Key Personnel, i.e, Supervisor and Lead Worker.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State reserves the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor must notify the State of the proposed assignment, must introduce the individual to the appropriate State representatives, and must provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State must provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements and appropriate transition planning must be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the CCI and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 Re-assignment of Personnel at the State's Request

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

2.064 Contractor Personnel Location

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

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. ID badges will be issued by the State at no cost; however, the Contractor will be charged to replace any lost or damaged ID badges after they have been issued by the State. The current charge to replace ID



badges is \$25.00 each and that fee is subject to change at the State's discretion. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

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

2.067 Contractor Return of State Equipment/Resources

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

2.068 Contract Management Responsibilities

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

2.070 Subcontracting by Contractor

2.071 Contractor Full Responsibility

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

2.072 State Consent to Delegation

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

2.073 Subcontractor Bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor must require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The



management of any Subcontractor is the responsibility of Contractor, and Contractor must remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor must make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under the Contract will not relieve Contractor of any obligations or performance required under the Contract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor must flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor must select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 Equipment – Deleted, Not Applicable

2.082 Facilities

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

2.090 Security

2.091 Background Checks

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

2.092 Security Breach Notification

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

2.093 PCI Data Security Standard

(a) Contractors that process, transmit or store credit/debit cardholder data, must adhere to the Payment Card Industry (PCI) Data Security Standards. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.



(b) The Contractor must notify the CCI (within 72 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the Visa, MasterCard, Discover and state Acquirer representative(s), and/or a PCI approved third party to conduct a thorough security review. The Contractor must make the forensic report available within two weeks of completion. The review must validate compliance with the current PCI Data Security Standards for protecting cardholder data.

(c) The Contractor must properly dispose of cardholder data, in compliance with DTMB policy, when it is no longer needed. The Contractor must continue to treat cardholder data as confidential upon contract termination.

(d) The Contractor must provide the CCI with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the Contractor is in compliance with the PCI Data Security Standards. The Contractor must notify the CCI of all failures to comply with the PCI Data Security Standard.

2.100 Confidentiality

2.101 Confidentiality

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

2.102 Protection and Destruction of Confidential Information

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

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

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to



disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

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

2.110 Records and Inspections

2.111 Inspection of Work Performed

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

2.112 Examination of Records

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

2.113 Retention of Records

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

2.114 Audit Resolution

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

**2.115 Errors**

- (a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the Contract, whichever is earlier.
- (b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties**2.121 Warranties and Representations**

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under the Contract. The performance of all obligations under the Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under the Contract.
- (b) If, under the Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in the Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (c) The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into the Contract, on behalf of Contractor.
- (d) It is qualified and registered to transact business in all locations where required.
- (e) Neither the Contractor nor any affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under the Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two (2) days of learning about it.
- (f) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract start date, the Contractor must report those changes immediately to DTMB-Procurement.

2.122 Warranty of Merchantability – Deleted, Not Applicable**2.123 Warranty of Fitness for a Particular Purpose – Deleted, Not Applicable****2.124 Warranty of Title – Deleted, Not Applicable****2.125 Equipment Warranty – Deleted, Not Applicable****2.126 Equipment to be New – Deleted, Not Applicable****2.127 Prohibited Products – Deleted, Not Applicable****2.128 Consequences For Breach**

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

2.130 Insurance**2.131 Liability Insurance**

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



Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

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

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

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

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

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

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

- 1. Commercial General Liability with the following minimum coverage:
 - \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit

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

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

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

- 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

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

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



- 4. Employers liability insurance with the following minimum limits:
 \$100,000 each accident
 \$100,000 each employee by disease
 \$500,000 aggregate disease
- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of \$1,000,000.00 with a maximum deductible of \$50,000.00.
- 6. Umbrella or Excess Liability Insurance in a minimum amount of four million dollars (\$4,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: \$3,000,000.00 each occurrence and \$3,000,000.00 annual aggregate.
- 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under the Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

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

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DTMB-Procurement, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the “Certificates”). The Certificate must be on the standard “accord” form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies **MUST NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED** without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Procurement, DTMB. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer’s attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three (3) years following the expiration or termination for any reason of the Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under the Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for



required insurance as specified in the Contract, or if any insurer cancels or significantly reduces any required insurance as specified in the Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

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

2.142 Code Indemnification – Deleted, Not Applicable

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its Subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

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



2.145 Continuation of Indemnification Obligations

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

2.146 Indemnification Procedures

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

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

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

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

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, then the State must provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

(a) The State may terminate the Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under the Contract (including a Chronic Failure to meet any



particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

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

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

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

2.153 Termination for Convenience

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

2.154 Termination for Non-Appropriation

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

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



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

2.155 Termination for Criminal Conviction

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

2.156 Termination for Approvals Rescinded

The State may terminate the Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State must pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates the Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from the Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

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

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

2.158 Reservation of Rights

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

2.160 Termination by Contractor



2.161 Termination by Contractor

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

The Contractor may terminate the Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under the Contract, (ii) breaches its other obligations under the Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.190** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates the Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If the Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 90 days. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175**.

2.172 Contractor Personnel Transition

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

2.173 Contractor Information Transition

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

2.174 Contractor Software Transition – Deleted, Not Applicable

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor must prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

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

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



2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

2.182 Cancellation or Expiration of Stop Work Order

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

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.150**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.

2.190 Dispute Resolution

2.191 In General

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

2.192 Informal Dispute Resolution

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

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



- (ii) During the course of negotiations, all reasonable requests made by one (1) party to another for non-privileged information reasonably related to the Contract must be honored in order that each of the parties may be fully advised of the other's position.
- (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (iv) Following the completion of this process within 60 calendar days, the Director of Procurement, DTMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section must not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

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

2.193 Injunctive Relief

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

2.194 Continued Performance

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

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of the Contract or any purchase order resulting from the Contract must contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.



2.203 Workplace Safety and Discriminatory Harassment

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

2.204 Prevailing Wage – Deleted, Not Applicable

2.205 E-Verify

Section 291 of the fiscal year 2013 Omnibus Budget, PA 200 of 2012, requires verification that all new employees of the Contractor and all new employees of any approved Subcontractor, working under this Contract, are legally present to work in the United States. All Contractors shall perform this verification using the E-verify system (<http://www.uscis.gov/portal/site/uscis>). The Contractor's signature on the Contract is the Contractor's certification that verification has and will be performed.

2.210 Governing Law

2.211 Governing Law

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

2.212 Compliance with Laws

Contractor must comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

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

2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

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



the terms of the settlement may be annotated. Information provided to the State from Contractor’s publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

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

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

(c) Contractor must make the following notifications in writing:

- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB-Procurement.
- (2) Contractor must also notify DTMB Procurement within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (3) Contractor must also notify DTMB Procurement within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

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

2.233 Bankruptcy

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

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

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

2.240 Performance

2.241 Time of Performance

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



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

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

2.242 Service Level Agreements (SLAs) – Deleted, Not Applicable

2.243 Liquidated Damages

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$25,000.00 per individual if the Contractor identifies a replacement approved by the State under **Section 2.060** and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor must pay the amount of \$833.33 per day for each day of the 30 day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide 30 days of shadowing must not exceed \$50,000.00 per individual.

2.244 Excusable Failure

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

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

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



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

2.250 Approval of Deliverables

2.251 Delivery Responsibilities – Deleted, Not Applicable

2.252 Delivery of Deliverables

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

2.253 Testing – Deleted, Not Applicable

2.254 Approval of Deliverables, In General

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

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

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

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

(e) If, after three (3) opportunities (the original and two (2) repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to



cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

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

2.255 Process For Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (and if the Statement of Work does not state the State Review Period, it is by default five (5) Business Days for Written Deliverables of 100 pages or less and 10 Business Days for Written Deliverables of more than 100 pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable before its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State notifies the Contractor about deficiencies, the Contractor must correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts must be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State must have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.256 Process for Approval of Services

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

2.257 Process for Approval of Physical Deliverables – Deleted, Not Applicable

2.258 Final Acceptance

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

2.260 Ownership

2.261 Ownership of Work Product by State

The State owns all Deliverables as they are works made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents, or other proprietary rights in the Deliverables.

2.262 Vesting of Rights – Deleted, Not Applicable

**2.263 Rights in Data - Deleted, Not Applicable****2.264 Ownership of Materials**

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.270 State Standards**2.271 Existing Technology Standards – Deleted, Not Applicable****2.272 Acceptable Use Policy - Deleted, Not Applicable****2.273 Systems Changes – Deleted, Not Applicable****2.280 Extended Purchasing – Deleted, Not Applicable****2.282 State Employee Purchases – Deleted, Not Applicable****2.290 Environmental Provision****2.291 Environmental Provision**

Hazardous Materials:

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

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

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

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under



the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.242** for a time as mutually agreed by the parties.

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

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

Refrigeration and Air Conditioning:

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

Environmental Performance:

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

2.300 Other Provisions

2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

“Forced or indentured child labor” means all work or service: exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.



ATTACHMENT A

**MAINTENANCE, REPAIR & OPERATIONS (MRO)
 JANITORIAL SERVICES -
 PART I: LOCATION SPECIFICATIONS
 PART II: VENDOR'S LOCATION WORK PLAN
 PART III: VENDOR'S LOCATION PRICE QUOTE**

I. LOCATION SPECIFICATIONS

A. CONTRACT AND CCI INFORMATION

CONTRACT INFORMATION			
NEW CONTRACT START DATE:	07/01/2013	CONTRACT END DATE:	06/31/2014
PREVIOUS CONTRACT #:	None		
NUMBER OF YEARS & EXTENSION OPTIONS:	One (1) Year with Four, One (1) Year Options		
CONTRACTING AGENCY NAME:	DTMB – FACILITIES ADMINISTRATION		
BUILDING NAME AND NUMBER:	CADILLAC PLACE		
BUILDING ADDRESS:	3044 W. Grand Boulevard, Detroit, MI 48202		
IS THIS LOCATION CURRENTLY ON CRO "SET ASIDE" STATUS?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
REGION and COUNTY:	Region: Metro County: Wayne		
AGENCY PURCHASING CONTACT INFORMATION			
AGENCY PURCHASING OFFICE NAME:	DTMB–FINANCIAL SERVICES, PROCUREMENT & CONTRACT MGMT.		
AGENCY PURCHASING OFFICE CONTACT NAME:	Denice Ballard	CONTACT TELEPHONE #:	517-373-7567
AGENCY PURCHASING OFFICE CONTACT E-MAIL:	ballardd@michigan.gov	CONTACT FACSIMILE #:	517-241-4856
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY SUPERVISOR NAME:	Michael Noonan	CONTACT TELEPHONE #:	517-373-6227
CCI / FM CONTACT E-MAIL:	NoonanM@michigan.gov	CONTACT FACSIMILE #:	989-758-1496



B. BUILDING SPECIFICATION INFORMATION

BUILDING LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS: (SOS WORKS SATURDAYS)	Mon - Sat	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	M-F 7 AM-7 PM Sat 7AM-1PM
NUMBER OF EMPLOYEES:	1,600	APPROXIMATE DAILY VISITORS:	1,000
IDENTIFY DAYS OF CLEANING SERVICE:	Mon - Sat	IDENTIFY HOURS OF CLEANING SERVICE:	M-F 6 AM-8 PM Sat 2PM-6PM
TOTAL BUILDING SQ. FT. TO BE CLEANED:	1,085,934	NUMBER OF STORIES IN BUILDING:	15
TOTAL SQ. FT. OF CARPET TO BE CLEANED:	819,095	AREA(S):	All floors/Office areas
TOTAL SQ. FT. OF "HIGH TRAFFIC" CARPET AREA(S) TO BE CLEANED:	37,516	AREA(S):	Office Hallways, Public Corridors, Elevator Lobbies
TOTAL SQ. FT. OF VINYL TO BE CLEANED:	32,596	AREA(S):	Kitchens / Break Rooms, Secretary of State W. Grand Blvd. Entrance
TOTAL SQ. FT. OF CERAMIC TO BE CLEANED:	30,158	AREA(S):	Restrooms
TOTAL SQ. FT. OF CEMENT TO BE CLEANED:	8,112	AREA(S):	Concourse Receiving Areas, Work Shop Areas & Annex Basement
TOTAL SQ. FT. OF MARBLE TO BE CLEANED:	179,829	AREA(S):	1st Floor and Concourse Common Areas, Elevator Lobbies, East & West Hallways Floors 2-13
TOTAL SQ. FT. OF SLATE TO BE CLEANED:	10,144	AREA(S):	Stairways
TOTAL SQ. FT. OF TERRAZO TO BE CLEANED:	6,000	AREA(S):	Tunnel between Fisher and Cadillac Place
NUMBER OF RESTROOMS IN BUILDING:	132	ESTIMATED NUMBER OF TOTAL UNITS FOR BUILDING RESTROOM(S):	URINALS: 132 BABY CHNG: 12 TOILETS: 360 SHOWERS: 9 SINKS: 369 NOTE, INCLUDES: URINALS, BABY CHANGING STATIONS, TOILETS, SHOWERS, SINKS
Is window washing to be included on this contract? Note: Specify if Interior and / or Exterior and Number of Floors – typically 1st Floor for Exterior.	NO	PLEASE NOTE: Interior Glass Cleaning is a part of the overall task of lobby cleaning.	
Does location have child play area(s), gymnasium, locker room, etc? If so, please identify along with cleaning standard.	NO CHILD PLAY AREAS WORK OUT ROOM IN MSP POST LOCKER ROOMS IN MSP POST & CONCOURSE SHOP AREA		
What is the RECOMMENDED Level of Insurance Risk for this Contract? [EXAMPLE: LOW, MODERATE OR HIGH] NOTE: DTMB-PURCHASING OPERATIONS & AGENCY to determine	Low		



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

1. Furlough Day Reductions: In the event that State mandated furlough days result in building closures, service may be temporarily suspended at some locations on the days buildings are closed. It is possible that some buildings that do not receive daily cleaning service may need to change cleaning to a different day if the Contractor can accommodate a revised cleaning schedule. If service is temporarily suspended, then the monthly payment will be reduced for each day that service was cancelled. The value for a day of cleaning service will be calculated by dividing the current annual amount for basic janitorial services by 249.

2. Cleaning of leased retail space is not included in this Contract.

3. Cleaning Hours and Special Instructions:

Day Porters: Monday – Friday 6 AM to 3:30 PM

Day Cleaners: Monday – Friday 6 AM to 2:30 PM, Court of Appeals 7 AM to 3:30 PM

Afternoon Cleaners: Monday – Friday 11:30 AM to 8 PM

Saturday Cleaners: Secretary of State 2 PM to 6 PM

Call in for after hour emergency clean ups Michigan State Police

Shift times and days of coverage can be modified at Contract Compliance Inspector's (CCI's) discretion. Total hours of coverage may be modified at CCI's discretion.

Office cleaning must be completed by 8:30 PM and the lights turned off, unless tenant is working. Cleaners are required to note when an office area is occupied and they cannot turn off the lights. Utility cleaning, hallways, stairways and restrooms, are to be completed by 10:30 PM. The cleaning supervisor shall turn in to the building management office and to the building security nightly a list of occupied offices.

Work is to be performed so as not to interfere with tenants' regular operations.

State holidays when service is not required: New Year's Day, Martin Luther King, Jr. Holiday, Memorial Day, Independence Day, Labor Day, Election Day (1st Tuesday in November, even numbered years), Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

4. Reporting: Contractor is to report daily to the CCI or other on-site staff any damage, malfunctions, or anything unusual that is noted during the previous afternoon shift. Contractor is to report daily all suites occupied during the previous afternoon shift where lights cannot be turned off. Any security problems are to be reported to the Security Command Center immediately.

**RULES AND REGULATIONS FOR CONTRACTED JANITORIAL STAFF**

1. Contractor and Contractor's personnel shall treat all tenants with the utmost courtesy and respect. Any problems or special requests from tenants are to be immediately reported and/or referred to the CCI. Contractor understands all activities performed under the scope of this Contract are to be coordinated solely by CCI.
2. Weapons, alcohol, or drugs are not permitted or tolerated on the Property.
3. Radios, personal stereos and the like are specifically prohibited from use on the Property. Use of personal cell phones while on duty is prohibited.
4. Contractor agrees that all personnel will have a criminal history background check prior to assignment to Cadillac Place and a copy will be furnished to the CCI and the DTMB-Office of Infrastructure Protection, Security Program Coordinator. Contractor agrees that personnel may be subject to drug screening, prior to assignment.
5. Contractor agrees to assign a competent supervisor who shall be in complete charge of work and will not leave the premises until all work is completed, all lights are turned out, and all issued keys are returned.
6. Contractor is responsible for the direct supervision of its personnel through its assigned supervisor. All employees shall be fully qualified to perform the work assigned to them.
7. All of Contractor's personnel shall wear clean and neat clothing or uniforms, supplied by the Contractor, at all times while working. Warm uniform jackets for winter responsibilities are to be provided by the Contractor to personnel with exterior duties.
8. All Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.
9. Contractor shall have employees sign-in upon arriving at the Property and receiving access cards and keys. On completion of work, Contractor employees shall sign-out with a brief description of service provided and return all access cards and keys.
10. Contractor shall be responsible and shall reimburse the Department of Technology, Management and Budget for any and all damage to and /or pilferage of the Property or its contents by the employees, agents, and subcontractors of the Contractor.
11. Contractor shall have tenant spaces, common areas and sidewalks in clean and neat appearance, where applicable, during work and when Services are complete.
12. Use of odor causing or particulate generating practices during business hours is prohibited.
13. Contractor's personnel shall abide by all safety and security regulations for the Property as set forth by the DTMB-Office of Infrastructure Protection, Security Program Coordinator and all local, state and federal laws, rules and ordinances along with the safety and security procedures of individual tenants.
14. Contractor shall cooperate with DTMB-Office of Infrastructure Protection, Security Program Coordinator in ensuring that the Property, and every part thereof, is secure. If the CCI or their designee elects to issue a temporary key to Contractor in order to gain access to the Property, Contractor is responsible for returning the key upon completion of the Services. In the event the key is not returned, the Michigan Department of Technology, Management and Budget may charge Contractor for costs associated with replacement of all lock cores throughout the Property, which fit key, issued to Contractor.

**RULES AND REGULATIONS FOR CONTRACTED JANITORIAL STAFF – continued**

15. Contractor's employees will be assigned by work area and shall not go to any other location not assigned to them. A copy of work assignments will be left in the Property Management office each night. The supervisor will submit signed inspection reports nightly to the Property Management office. Through the course of a week the entire cleanable area will have been inspected.
16. Contractor's personnel will be instructed to turn off all lights as they proceed from one cleaning area to the next unless the tenant is working at the time cleaning is performed. Contractor's personnel are to work behind locked doors.
17. Contractor's personnel shall not disturb papers on desks, file cabinets, or tables and shall not open drawers of file cabinets, use any telephones, radios, computers, typewriters, copy machines, fax machines, or any other office equipment. Also, the Contractor is responsible for the proper conduct of all its personnel and will be held responsible for proven misconduct or damage.
18. Contractor agrees not to enter into any separate cleaning agreement or other service agreement with tenants without prior approval from the CCI.



C. DESCRIPTION OF SERVICE NEEDS
TASK AND FREQUENCIES

SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; XX per year)	Weekly (Once per week; 52 times per year)	Monthly (Once per month; 12 times per year)	Quarterly (Once per Quarter; 4 times per year)	Semi (or) Bi- Annual (3 / 2 times per year)	Annual (Once Per Year)
BASIC SERVICES				N/A	N/A	N/A
1. Building Entrances and Public Areas						
a. Dust mop floors. Wax is never applied in these floors.	2x day (498 / yr)					
b. All glass lobby entrances (revolving doors, side doors, and skywalk doors) are to be cleaned once per morning and once per afternoon by the day shift. Only water should be used for this cleaning to prevent damage to the brass and the glass seals.	2x day (498 / yr)					
c. Wipe down all metal surfaces – door frames, door knobs/handles, railings, escalators, elevator lobbies and elevators on the afternoon shift with appropriate daily spot cleaning.	1x day (249 / yr)					
d. Dust and remove fingerprints and smudges all wall surfaces (excluding high work but including attached objects such as fire extinguishers, thermostats, etc.) on the afternoon shift.	1x day (249 / yr)					
e. Empty and clean waste receptacles and change liners on the afternoon shift.	1x day (249 / yr)					
f. High dust elevator exteriors.		1x wkly (52 / yr)				
g. Vacuum entrance floor mats and shampoo on a regular basis to be kept clean. Remove gum and other debris. Remove dirt from underneath each mat. Lay down and remove entrance floor mats. Mats will be provided by the State and appropriately placed when needed and when not in use, mats will be stored in designated areas. Such mats shall be stored, ready for use in a clean condition.	1x day (249 / yr)					
h. Clean all 5 lobby desks, directory boards, literature racks, and desk equipment to maintain a clean appearance.		1x wkly (52 / yr)				
i. Vacuum all carpet in public areas. Spot cleaning to be performed as spots occur.		1x wkly (52 / yr)				
j. Clean cigarette urns and sand on the afternoon shift and as needed during the day shift.	1x day (249 / yr)					
2. Elevators & Escalators Note: Before cleaning the elevators, Security will park several elevators at a time on the 1st floor with the doors open. Elevator doors are not to be blocked or held open.						
a. a. Clean all elevator sills, hatch and cab doors, door frames, and directional lights at main entry lobby and concourse floors on the afternoon shift. Use only a clean, slightly damp soft cloth with gentle	1x day (249 / yr)					



SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; XX per year)	Weekly (Once per week; 52 times per year)	Monthly (Once per month; 12 times per year)	Quarterly (Once per Quarter; 4 times per year)	Semi (or) Bi- Annual (3 / 2 times per year)	Annual (Once Per Year)
cleaner on the door detector on the elevator edges.						
b. Elevator sills are to be vacuumed and cleaned on the afternoon shift.	1x day (249 / yr)					
c. Interior elevator wall surfaces of cab including wall panels, selector panels, bases, handrails and floor indicator panel are to be cleaned on the afternoon shift.	1x day (249 / yr)					
d. Passenger elevator floors are to be mopped on the afternoon shift, with spot cleaning to be performed as needed during the day.	1x day (249 / yr)					
e. Freight and service elevator floors are to be washed on the afternoon shift. Sills to be vacuumed and scrubbed with a green pad as needed on the afternoon shift. Walls to be wiped down as needed.	1x day (249 / yr)					
f. Elevator sills and thresholds on every floor are to be scrubbed on the afternoon shift with a steel wool pad to remove any debris. Polish sills and thresholds weekly.		1x wkly (52 / yr)				
g. Clean elevator ceilings and light covers		1x wkly (52 / yr)				
h. Escalator brass sides to be wiped with damp cloth with no cleaning chemicals	1x day (249 / yr)					
i. Escalator glass side panels to be spot cleaned	1x day (249 / yr)					
j. Dust escalator handrails	1x day (249 / yr)					
k. Dust far edges of escalator sides next to skywalk glass and remove trash from area next to curved skywalk glass	1x day (249 / yr)					
3. Public Corridors & Elevator Lobbies						
a. All low wall surfaces (below 72") are to be dusted at night. Remove all fingerprints and smudges.	1x day (249 / yr)					
b. Carpeted areas are to be vacuumed weekly and spot vacuumed as needed.		1x wkly (52 / yr)				
c. Drinking fountains are to be cleaned, sanitized and all water marks removed nightly.	1x day (249 / yr)					
d. Marble or terrazzo floor surface – Mop daily	1x day (249 / yr)					
3. Public Corridors & Elevator Lobbies - continued						
e. Marble or terrazzo floor surface – Mop daily	1x day (249 / yr)					
f. Shampoo entrance carpet runners once a month during winter months – approx. November - April			1x mo (6 / yr)			
4. Building Stairways						
a. Sweep/dust mop to remove dust and debris on stairs and landings.	1x day (249 / yr)					
b. Report burned out light to building management	1x day					



SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; XX per year)	Weekly (Once per week; 52 times per year)	Monthly (Once per month; 12 times per year)	Quarterly (Once per Quarter; 4 times per year)	Semi (or) Bi- Annual (3 / 2 times per year)	Annual (Once Per Year)
	(249 / yr)					
c. Wet mop stairs		1x wkly (52 / yr)				
d. Dust handrails and stringers		1x wkly (52 / yr)				
e. Check for general cleanliness on stairway doors on all floors. Remove finger marks, smudges, and other marks.		1x wkly (52 / yr)				
f. Dust walls, exit lights, light fixtures, risers and stand pipe			1x mo (12 / yr)			
5. Occupied Office Areas, Nightly, Unless Otherwise Indicated						
a. Damp mop all stone, ceramic tile, terrazzo and other types of unwaxed flooring		2x wkly (104 / yr)				
b. Sweep and mop all vinyl, asphalt, rubber and similar type of flooring using an approved method.		2x wkly (104 / yr)				
c. Buff all vinyl, asphalt, rubber and similar type of flooring			1x mo (12 / yr)			
d. Remove all gum and foreign matter on sight. Spot clean resilient floor as necessary.	1x day (249 / yr)					
e. Empty and remove wastepaper and waste materials to a designated area. Furnish and install, as required, plastic liners in waste receptacles. All waste material shall be removed in a method that will not cause leaks or damage to floors or walls.		2x wkly (104 / yr)				
f. Empty and remove wastepaper and waste materials to a designated area (same as above) for the Court of Appeals offices.	1x day (249 / yr)					
g. Dispose of all recycling bin contents as per request; nightly or when containers are full.		2x wkly (104 / yr)				
h. All drinking fountains and water coolers are to be cleaned, sanitized and all watermarks removed nightly.	1x day (249 / yr)					
i. Spot vacuum as necessary	1x day (249 / yr)					
j. Cleaning operations are to be scheduled so that an absolute minimum of lights are left on at all times. Upon completion of the cleaning, all lights must be turned off, unless the area is occupied.	1x day (249 / yr)					
5. Occupied Office Areas, Nightly, Unless Otherwise Indicated						
k. Office break rooms & lunch rooms – Empty waste materials daily to a designated area. Furnish and install, as required, plastic liners in waste receptacles. All waste material shall be removed in a method that will not cause leaks or damage to floors or walls.	1x day (249 / yr)					
l. Office break rooms & lunch rooms – Clean counters daily.	1x day (249 / yr)					



SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; XX per year)	Weekly (Once per week; 52 times per year)	Monthly (Once per month; 12 times per year)	Quarterly (Once per Quarter; 4 times per year)	Semi (or) Bi- Annual (3 / 2 times per year)	Annual (Once Per Year)
m. Office break rooms & lunch rooms – Clean and disinfect sinks daily.	1x day (249 / yr)					
6. Occupied Office Area – Weekly, Unless Otherwise Indicated						
a. Vacuum carpeted areas. 1/5 of each floor to be completed nightly so entire floor is vacuumed each week. Spot clean as necessary. Move and vacuum clean underneath all furniture that can reasonably be moved. Cleaners are not to use electrical outlets where computers are plugged in.		1x wkly (52 / yr)				
b. Remove finger prints, marks from wall surfaces near light switches, entrance doors, kick plates, door moldings, partitions, etc.			1x mo (12 / yr)			
c. High dusting – Dust tops of cubicles, filing cabinets, door frames and wall hangings.			1x mo (12 / yr)			
d. Buff all vinyl, asphalt, rubber and similar type of flooring monthly.			1x mo (12 / yr)			
e. Spot clean interior glass – interior office door glass, windows between offices, glass walls as needed.		1x wkly (52 / yr)				
f. Office break rooms & lunch rooms – Wipe smears and smudges off cabinets weekly.		1x wkly (52 / yr)				
g. Dust window sills that have been cleared of objects monthly.			1x mo (12 / yr)			
7. Restrooms – Afternoon Shift						
a. Report all needed repairs daily (lights out, leaks, broken dispensers, fixtures, etc.) Cleaners shall report to the cleaning supervisor and the supervisor shall report to the building office.	1x day (249 / yr)					
b. Wash and disinfect all floors and base. (Note: Damp mops used in restrooms are not to be used for non-restroom areas.)	1x day (249 / yr)					
c. Wash all mirrors and shelves.	1x day (249 / yr)					
d. Wash and polish all bright work.	1x day (249 / yr)					
e. Wash wall surfaces subject to splashing.	1x day (249 / yr)					

7. Restrooms – Afternoon Shift - continued						
f. Wash and disinfect all toilet seats, both sides.	1x day (249 / yr)					
g. Scour wash and disinfect all basins, bowls and urinals both sides.	1x day (249 / yr)					
h. Fill toilet tissue holders, soap, sanitary napkin, paper towel dispensers and seat cover dispensers where provided.	1x day (249 / yr)					
i. Empty and clean sanitary disposal receptacles, and provide wax bags in receptacle.	1x day (249 / yr)					
j. Clean and wash waste receptacles and dispensers.	1x day					



SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; XX per year)	Weekly (Once per week; 52 times per year)	Monthly (Once per month; 12 times per year)	Quarterly (Once per Quarter; 4 times per year)	Semi (or) Bi- Annual (3 / 2 times per year)	Annual (Once Per Year)
Remove all waste products to a designated area and provide plastic liner in receptacles.	(249 / yr)					
k. Remove fingerprints from painted surfaces.	1x day (249 / yr)					
l. Remove graffiti from walls and partitions	1x day (249 / yr)					
m. Dust and clean partitions and walls	1x day (249 / yr)					
n. Clean and wash all partitions		1x wkly (52 / yr)				
o. Inspect all toilets and restrooms once each day during the day shift and keep same in neat and clean condition. Empty any receptacle or fill any dispenser as required.	1x day (249 / yr)					
p. Hand dust, clean and wash all tile/marble walls once each month, more often if necessary.			1x mo (12 / yr)			
q. High dusting to be done each month which includes lights, wall.			1x mo (12 / yr)			
8. Building Service Areas						
a. Slop sink rooms, storage rooms, locker rooms, employee toilet rooms and lunch rooms are to be kept neat, clean and orderly at all times. Walls and lockers shall be cleaned and washed as needed. Floors shall be cleaned, washed and/or waxed as required.	1x day (249 / yr)					
b. Freight elevator areas are to be kept neat, clean and orderly at all times.	1x day (249 / yr)					
c. Resilient floor surfaces in service corridors are to be washed and buffed and/or waxed as required, approximately twice a month.			2x mo (24 / yr)			
d. All wall surfaces in service corridors are to be dusted weekly. Fingerprints, graffiti and smudges are to be removed.			2x mo (24 / yr)			
e. Rubbish transport equipment to be washed.		1x wkly (52 / yr)				
f. Loading dock and trash rooms areas are to be swept daily and floor areas are to be hosed down as required.	1x day (249 / yr)					
8. Building Service Areas - Continued						
g. Loading dock and trash room area wall surfaces are to be cleaned twice monthly.			2x mo (12 / yr)			
h. Loading dock and trash room area overhead equipment is to be dusted monthly.			1x mo (12 / yr)			
i. Building engineering areas and engineering office areas (excluding machine rooms) empty trash daily, wipe down work surfaces, mop floors.	1x day (249 / yr)					
j. Building engineering areas and engineering office areas clean and disinfect restroom (see Restroom Specifications). Clean and disinfect showers daily, wipe down lockers, including tops of lockers	1x day (249 / yr)					



SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; XX per year)	Weekly (Once per week; 52 times per year)	Monthly (Once per month; 12 times per year)	Quarterly (Once per Quarter; 4 times per year)	Semi (or) Bi- Annual (3 / 2 times per year)	Annual (Once Per Year)
as needed, clean and disinfect the floors daily.						
k. Building engineering areas and engineering office areas lunchroom wipe down table daily, clean chairs as needed.	1x day (249 / yr)					
l. Building engineering areas and engineering office areas lunchroom vacuum floor weekly, spot clean carpet as spots occur.		1x wkly (52 / yr)				
9. Exterior Duties of Day Personnel						
a. At the beginning of the day shift police the exterior of the building and remove trash and weeds from sidewalk areas and landscape areas.	1x day (249 / yr)					
b. Remove snow and ice as soon as possible from all entrances using approved snow melting chemicals where practical. (Nov. 1 – April 1)	1x day (124 / yr)					
c. Gum and other foreign matter to be removed as needed. (April 1 – Nov. 1)		2x wkly (104 / yr)				
d. Empty all trash receptacles.	1x day (249 / yr)					
e. Clean cigarette urns	1x day (249 / yr)					
10. General Duties of Day Personnel – The following is a general list of function only, other functions are previously described.						
a. Check all public areas constantly, removing foreign matter on sight.	1x day (249 / yr)					
b. Vacuum entrance mats daily after the morning rush hour.	1x day (249 / yr)					
c. Sweep or mop lobby as required, five (5) days per week, using an approved chemically treated mop.	1x day (249 / yr)					
d. In the winter a walk behind floor machine shall be used to clean salt from marble lobby floor. (Nov. 15 – March 15)	1x day (100 / yr)					
e. Elevator cab floors are to be cleaned at least once a day and more frequently when needed.	1x day (249 / yr)					
f. Wipe clean and remove fingerprints from all metal bright work throughout the building lobby daily, polish bright work as necessary.	1x day (249 / yr)					
10. General Duties of Day Personnel – Continued						
g. Sweep all public staircases as required.	1x day (249 / yr)					
h. Remove debris and sweep the drive between main building and Annex daily.	1x day (249 / yr)					
i. Sweep interior compactor area, wet mop and keep in a clean and sanitary condition.		2x wkly (104 / yr)				
j. When compactors / open top dumpsters are removed for dumping, the area underneath shall be swept.		2x wkly (104 / yr)				
k. Hose down dock/dumpster area weekly when dumpsters are pulled, weather permitting.		1x wkly (52 / yr)				



SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; XX per year)	Weekly (Once per week; 52 times per year)	Monthly (Once per month; 12 times per year)	Quarterly (Once per Quarter; 4 times per year)	Semi (or) Bi- Annual (3 / 2 times per year)	Annual (Once Per Year)
I. Vacant areas will be cleaned on occasion per request by building management.			1x mo (12 / yr)			
11. Restrooms – Day Personnel						
a. Fill toilet tissue, soap, towel and seat cover dispensers as required. Ensure full roll of toilet paper is used – Do NOT discard partial rolls.	1x day (249 / yr)					
b. Service sanitary napkin dispensers as necessary.	1x day (249 / yr)					
c. Mop floor if necessary. (Note: Damp mops used in restrooms are not to be used for non-restroom areas.)	1x day (249 / yr)					
d. 1 st floor public restrooms – clean sinks, counters and toilets periodically throughout the day. Ensure full roll of toilet paper is used – Do NOT discard partial rolls.	2x day (498 / yr)					
12. Cleaning Equipment – All cleaning equipment/machinery shall be efficient and kept in working order.						



SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; XX per year)	Weekly (Once per week; 52 times per year)	Monthly (Once per month; 12 times per year)	Quarterly (Once per Quarter; 4 times per year)	Tri (or) Bi- Annual (3 / 2 times per year)	Annual (Once Per Year)
PERIODIC SERVICES	N/A	N/A	N/A			
13. General Tasks						
a. Building Entrances and Public Areas: Dust all air conditioning diffusers and ceilings.					2X/yr	
b. Building Entrances and Public Areas: Shampoo carpet in public areas.						1X/yr
c. Public Corridors & Elevator Lobbies: High dust or wash all air conditioning diffusers within arm's length.						1X/yr
d. Office Hallways, Public Corridors & Elevator Lobbies: Shampoo carpet in public areas including office hallways.					3X/yr	
e. Elevators & Escalators: Escalator brush to be used to clean escalator steps. This cleaning needs to be scheduled with the Elevator contractor.				4X/yr		
f. Building Stairways: Wash stairwell walls						1X/yr
g. Building Service Areas: High dust all electrical and air conditioning ceiling fixtures.						1X/yr
14. Occupied Office Areas – Periodics						
a. Hand dust all door louvers and other ventilating louvers within reach.					3X/yr	
b. Dust all chair rails, trim arms and legs.					2X/yr	
c. Low dusting – Dust all baseboards twice a year.					2X/yr	
d. Dust all vertical surfaces (to nine feet) such as walls, partitions, door and other surfaces not reached in nightly cleaning quarterly.						1X/yr
e. Dust exterior of lighting fixtures						1X/yr
f. Dust all venetian blinds.						1X/yr
g. Dust all air conditioning louvers, grills, etc. not reached in nightly cleaning.				4X/yr		
h. Fabric upholstered chairs and arms and sofas in the Court of Appeals office are to be spot whisked four times a year.				4X/yr		
i. Fabric upholstered chairs and arms and sofas are to be spot whisked in all other occupied office areas once a year.						1X/yr
j. Strip, wash and refinish all vinyl, asphalt, rubber and similar type flooring once a year.						1X/yr



SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; XX per year)	Weekly (Once per week; 52 times per year)	Bi- Monthly (Once every 2 months; 6 times per year)	Quarterly (Once per Quarter; 4 times per year)	Tri (or) Bi- Annual (3 / 2 times per year)	Annual (Once Per Year)
15. Restrooms – Periodics						
a. Machine scrub floors as necessary but not more than 6 times a year.			6X/yr			
b. Vacuum ventilation grills			6X/yr			
c. Wash toilet lighting fixtures					2X/yr	
16. SPECIAL - BUILDING SPECIFIC TASKS SATURDAY CLEANING – SECRETARY OF STATE						
Building Name: Cadillac Place						
Secretary of State Office, 1st Floor – 6141 sq. ft. Saturday Cleaning - 2 p.m. to 6 p.m.		Saturday Cleaning				
1. Restroom Cleaning – 2 Public restrooms in the Lobby and 2 card access restrooms						
a. Wash and disinfect all floors and base. (Note: Damp mops used in restrooms are not to be used for non-restroom areas.)		1x wkly (52 / yr)				
b. Wash all mirrors and shelves.		1x day (52 / yr)				
c. Wash and disinfect all toilet seats, both sides.		1x wkly (52 / yr)				
Scour wash and disinfect all basins, bowls and urinals both sides.		1x wkly (52 / yr)				
Fill toilet tissue holders, soap, sanitary napkin, paper towel dispensers and seat cover dispensers where provided. Ensure full roll of toilet paper is used – Do NOT discard partial rolls.		1x wkly (52 / yr)				
d. Empty and clean sanitary disposal receptacles, and provide wax bags in receptacle.		1x wkly (52 / yr)				
e. Clean and wash waste receptacles and dispensers. Remove all waste products to a designated area and provide plastic liner in receptacles.		1x wkly (52 / yr)				
f. Wash and polish all bright work.		1x wkly (52 / yr)				
g.		1x wkly (52 / yr)				
h. Wash wall surfaces subject to splashing.		1x wkly (52 / yr)				
Clean and wash all partitions		1x wkly (52 / yr)				
i. 2. Vacuum all carpeted floors		1x wkly (52 / yr)				
j. 3. Dust signs, wall hangings, file cabinets, and desk		1x wkly (52 / yr)				
4. Clean & disinfect service counters (Dept. of State staff will clear the counters. Janitorial staff should clean around any items that may be left on the counters.)		1x wkly (52 / yr)				



SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; XX per year)	Weekly (Once per week; 52 times per year)	Monthly (Once per month; 12 times per year)	Quarterly (Once per Quarter; 4 times per year)	Semi (or) Bi- Annual (3 / 2 times per year)	Annual (Once Per Year)
5. Sanitize public use chairs		1x wkly (52 / yr)				
6. Remove trash and recyclable paper		1x wkly (52 / yr)				
7. Clean & disinfect window ledges		1x wkly (52 / yr)				
8. Completely clean kitchen break area						
a. Empty food barrels & waste receptacles		1x wkly (52 / yr)				
8. Completely clean kitchen break area - continued		Saturday Cleaning				
Clean & disinfect tables and counter tops		1x wkly (52 / yr)				
Sweep & damp mop tile floor		1x day (52 / yr)				
b. 9. Clean the Secretary of State office vestibule (entrance from W. Grand Blvd.)						
a. Sweep & mop tile floor		1x wkly (52 / yr)				
c.						
b. Clean glass entrances		1x wkly (52 / yr)				
Dust entrance window ledges		1x wkly (52 / yr)				
c.						



SPECIAL – ADDITIONAL CLEANING PROCEDURES IN RESPONSE TO INFECTIOUS DISEASE – FOR QUOTATION PURPOSES ONLY

In order to minimize the impact of infectious diseases in DTMB owned facilities the following procedures, at the designated frequencies, may be requested and/or discontinued at the discretion of DTMB. The Contractor will be required to have sufficient staff in place to accomplish these additional tasks within five (5) working days of notification of the need for implementation by the CCI.

Disinfectants used for these procedures must meet the minimum standards set forth by the U. S. Government, Center for Disease Control and must be approved by the DTMB, CCI. The disinfectants used must not damage paint, metal finishes, electrical controllers, electronics or any other materials or surfaces. The Contractor will be responsible for all costs associated with the repair of any damage resulting from the improper use of disinfectants which result in damage to paint, metal finishes or other surfaces

These cleaning procedures must be performed twice daily and at regularly scheduled starting times. The preferred start times are 9:00 a.m. and 1:30 p.m. These tasks will be performed on each regularly scheduled State of Michigan work day. Any adjustments or changes to the cleaning times must be approved by the CCI for that location.

SERVICES	FREQUENCIES					
	Daily (Each time scheduled to clean; XX per month)	Weekly (Once per week; 52 times per year)	Monthly (Once per month; 12 times per year)	Quarterly (Once per Quarter; 4 times per year)	Semi (or) Bi-Annual (3 / 2 times per year)	Annual (Once per year)
MONTHLY QUOTE FOR ADDITIONAL CLEANING PROCEDURES IN RESPONSE TO INFECTIOUS DISEASE						
a. Thoroughly disinfect all interior and exterior entry door hardware. This includes all push/panic bars, door knobs, door levers and handicap entry buttons.	2x day (40 / mo)					
b. Thoroughly disinfect all handrails in building entries or other common areas.	2x day (40 / mo)					
c. Thoroughly disinfect all lobby mounted and cab mounted elevator call buttons. To avoid damage to elevator controls systems and other electrical components, the appropriate disinfectant must not be sprayed directly onto elevator call buttons or panels. The disinfectant should first be applied to a cloth then wiped on the surface to be disinfected.	2x day (40 / mo)					
d. Thoroughly disinfect all push/panic bars, door knobs, door levers or other door opening devices on stairwell doors.	2x day (40 / mo)					
e. Thoroughly disinfect all push/panic bars, door knobs, door levers or other door opening devices on restroom doors.	2x day (40 / mo)					
f. Check hand sanitizer levels in all lobby and entrance dispensers. Report empty or nearly empty dispensers to the CCI. Hand sanitizer refills will be supplied by DTMB and the dispensers will be stocked by janitorial staff.	2x day (40 / mo)					



NOTE:

Services requested by the CCI 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.

SUPPLEMENTARY TASKS

- To be determined by CCI.

NOTES AND ADDITIONAL INFORMATION

- All cleaning schedules are to be established with and approved by the CCI (CCI) at the beginning of the contract period. Service delivery begin date will be determined by CCI. Any deviation from the established schedule must be pre-approved by the CCI.
- All periodic services must be priced and invoiced separately from the basic services. Delivery and performance of all periodic services must be pre-approved by the CCI or their designee pursuant to the schedule as approved by the CCI.

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

Replenishable Item	Provided by
Paper towels	State Agency
Hand soap	Contractor
Feminine sanitary vending supplies & disposal bags	Contractor
Toilet tissue	State Agency
Plastic trash can liners	Contractor
Toilet Seat Cover	State
Hand sanitizer dispensers & refills	State Agency
Air fresheners	N/A

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



**ATTACHMENT B
PRICING**

MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

Cadillac Place, 3044 W. Grand Boulevard, Detroit, MI 48202

Square Foot of Area to be cleaned: 1,085,934 sq. ft.

TOTAL AVERAGE cost per square foot per month for Basic Janitorial Services (do not include periodic services): **\$0.063**

TOTAL AVERAGE cost per square foot per year for Basic Janitorial Services (do not include periodic services): **\$0.754**

CLEANABLE SQUARE FOOTAGE per hour per person used to determine Basic Janitorial Services (do not include periodic services): **approx. 6,000 sq. ft. per hour per person.**

B. BASIC JANITORIAL SERVICES – Daily, weekly, monthly tasks. Refer to Attachment A Location Specification Sheet (LSS) for details. (Do NOT include Periodical Services)

One year equals up to a maximum of 249 state working days (if scheduled daily, Monday – Friday). Refer to Attachment A LSS for cleaning schedule.

1. DAYTIME CLEANING

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total	
Cleaners	5	X	8	X	\$8.75	X	249	=	\$87,150.00	
Specialty Cleaners	3	X	8	X	\$13.08	X	249	=	\$78,166.08	
Supervisor Cleaning Time	1	X	7	X	\$16.69	X	249	=	\$29,090.67	
Supervisor Non-Cleaning Time	1	X	8	X	\$22.53	X	249	=	\$44,879.76	
									Insurance & Fringe Benefits (If not included in hourly rate)	Included in hourly rate
									Cost of Supplies & Rentals	\$22,842.81
									Profit	\$26,211.68
									Total Yearly Daytime Cleaning (A)	\$288,340.00

2. NIGHTTIME CLEANING

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total	
Cleaners	11	X	8	X	\$8.75	X	249	=	\$191,730.00	
Specialty Cleaners	8	X	8	X	\$13.08	X	249	=	\$208,442.88	
Supervisor Cleaning Time	1	X	5	X	\$16.69	X	249	=	\$20,779.05	
Supervisor Non-Cleaning Time	1	X	2	X	\$16.69	X	249	=	\$8,311.62	
									Insurance & Fringe Benefits (If not included in hourly rate)	Included in hourly rate
									Cost of Supplies & Rentals	\$53,299.89
									Profit	\$48,252.56
									Total Yearly Nighttime Cleaning (B)	\$530,816.00



3. SATURDAY CLEANING (Secretary of State Office, only, as indicated in Attachment A LSS sheets)

Type of Employee	Number of Employees		Number of Hours/Day		Hourly Rate		Number of Working Days		Total
Cleaners	1	X	4	X	\$8.75	X	52	=	\$1,820.00
Specialty Cleaners	-	X	-	X	\$0	X	52	=	\$0
Supervisor Cleaning Time	-	X	-	X	\$0	X	52	=	\$0
Supervisor Non-Cleaning Time	1	X	1	X	\$16.69	X	52	=	\$867.88
Insurance & Fringe Benefits (If not included in hourly rate)									Included in hourly rate
Cost of Supplies & Rentals									\$338.78
Profit									\$303.34
Total Yearly Saturday Cleaning (C)									\$3,330.00

B. PERIODIC CLEANING SERVICES - Please list the individual tasks for Bimonthly, Tri Annual, Semi Annual and Annual services from Attachment A LSS.

1. Bi-monthly Services - List the individual tasks for Bi-monthly services (performed once every two months) as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/Year		Insurance & Fringe Benefits/Year		Supplies & Rentals/Year		Profit/Year		Total
Restrooms - Machine scrub floors as necessary but not more than 6 times a year	\$7,346.31	+	\$2,350.82	+	\$1,702.60	+	\$1,266.63	=	\$12,666.36
Restrooms - Vacuum ventilation grills 6 times a year	\$475.20	+	\$152.07	+	\$35.13	+	\$66.24	=	\$728.64
Total Yearly Bi-monthly Services (D)									\$13,395.00

2. Quarterly Services - List the individual tasks for Quarterly services (performed 4 times a year) as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/Year		Insurance & Fringe Benefits/Year		Supplies & Rentals/Year		Profit/Year		Total
Elevators & Escalators - Escalator brush to be used to clean escalator steps 4 times a year. This cleaning needs to be scheduled with the elevator contractor.	\$72.00	+	\$23.04	+	\$20.00	+	\$11.96	=	\$127.00
Occupied Office Areas - Dust all air	\$2,484.00	+	\$794.88	+	\$94.40	+	\$337.72	=	\$3,711.00



conditioning louvers, grills, etc. 4 times a year								
Occupied Office Areas - Fabric upholstered chairs and arms and sofas in the Court of Appeals office are to be spot whisked	\$108.00	+	\$34.56	+	\$15.20	+	\$16.24	= \$174.00
Total Yearly Quarterly Services (E)								\$4,012.00

3. Tri-Annual Services - List the individual tasks for Tri-Annual services (performed 3 times a year) as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/Year		Insurance & Fringe Benefits/Year		Supplies & Rentals/Year		Profit/Year		Total
Office Hallways, Public Corridors & Elevator Lobbies - Shampoo carpet 3 times a year	\$2,703.00	+	\$1,353.00	+	\$6,270.00	+	\$2,115.00	=	\$12,441.00
Occupied Office Areas - Hand dust all door louvers and other ventilating louvers within reach 3 times a year	\$1,620.00	+	\$518.40	+	\$75.00	+	\$221.60	=	\$2,435.00
Total Yearly Tri-Annual Services (F)								\$14,876.00	

4. Semi-Annual Services - List the individual tasks for Semi-Annual services (performed 2 times a year) as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/Year		Insurance & Fringe Benefits/Year		Supplies & Rentals/Year		Profit/Year		Total
Building Entrances & Public Areas - Dust all air conditioning diffusers and ceilings twice a year	\$315.00	+	\$100.80	+	\$112.00	+	\$52.20	=	\$580.00
Occupied Office Areas – Dust all chair rails, trim arms & legs twice a year	\$486.00	+	\$155.52	+	\$14.40	+	\$65.08	=	\$721.00
Occupied Office Areas – Dust all baseboards twice a year	\$486.00	+	\$155.52	+	\$14.40	+	\$65.08	=	\$721.00
Restrooms – Wash toilet lighting fixtures twice/year	\$198.00	+	\$63.36	+	\$11.88	+	\$27.76	=	\$301.00
Total Yearly Semi-Annual Services (G)								\$2,323.00	



5. Annual Services - List the individual tasks for Annual services (performed once a year) as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/Year		Insurance & Fringe Benefits/Year		Supplies & Rentals/Year		Profit/Year		Total
Building Entrances & Public Areas – Shampoo carpet once a year	\$901.00	+	\$451.00	+	\$2,090.00	+	\$705.00	=	\$4,147.00
Building Stairways – Wash stairwell walls once a year	\$405.00	+	\$129.60	+	\$63.60	+	\$59.80	=	\$658.00
Public Corridors & Elevator Lobbies – High dust or wash all air conditioning diffusers within arm’s length	\$72.00	+	\$23.04	+	\$12.18	+	\$10.78	=	\$118.00
Building Service Areas – High dust all electrical & air conditioning ceiling fixtures	\$72.00	+	\$23.04	+	\$12.18	+	\$10.78	=	\$118.00
Occupied Office Areas – Dust all vertical surfaces such as walls, partitions, doors, etc.	\$477.00	+	\$152.64	+	\$14.32	+	\$64.04	=	\$708.00
Occupied Office Areas – Dust exterior of lighting fixtures	\$229.50	+	\$73.44	+	\$12.18	+	\$31.88	=	\$347.00

5. Annual Services – Continued - List the individual tasks for Annual services (performed once a year) as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/Year		Insurance & Fringe Benefits/Year		Supplies & Rentals/Year		Profit/Year		Total
Occupied Office Areas – Dust all venetian blinds	\$202.50	+	\$64.80	+	\$12.18	+	\$28.52	=	\$308.00
Occupied Office Areas – Spot whisk upholstered chairs and arms and sofas in office areas other than the Court of Appeals	\$306.00	+	\$97.92	+	\$46.40	+	\$45.68	=	\$496.00
Occupied Office Areas – Strip, wash and refinish all vinyl, asphalt, rubber and similar type flooring	\$6,750.00	+	\$2,160.00	+	\$1,638.18	+	\$1,054.82	=	\$11,603.00
Total Yearly Annual Services (H)									\$18,503.00

6. Other Services - List the individual tasks for Other services as described in Attachment A LSS.

Type of Service (Per LSS)	Labor/Year		Insurance & Fringe Benefits/Year		Supplies & Rentals/Year		Profit/Year		Total
N/A	\$	+	\$	+	\$	+	\$	=	\$
N/A	\$	+	\$	+	\$	+	\$	=	\$
N/A	\$	+	\$	+	\$	+	\$	=	\$
Total Yearly Other Services (I)									\$0



C. FINAL QUOTE

TOTAL YEARLY COST (FINAL QUOTE FOR ONE (1) YEAR BID): (A+B+C+D+E+F+G+H+I)	\$875,595.00	
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D. FINAL MONTHLY BID

FINAL MONTHLY BID: (A+B)/12 *Does not include Periodical Services or Saturday cleaning of the SOS offices	\$68,263.00
FINAL MONTHLY BID: <u>Saturday Cleaning ONLY</u> (Secretary of State offices) (C)/12 *Does not include Periodical Services	\$277.50

NOTE: Quick payment terms - 1% discount off invoice if paid within 10 days, Net 45 days

F. ADDITIONAL SERVICES – FOR QUOTATION PURPOSES ONLY –

Description	Quote Per Hour
Emergency Services: (Includes cleaning services for emergency situations such as restrooms overflow, etc.)	\$25.00 per hour
Description	Quote Per Month
Infectious Disease Control: (Refer to Attachment A LSS for a complete description)	\$7,225.00
Description	Quote Per Square Foot
Additional Carpet Cleaning: Carpet shampooing of tenant areas upon request, per square foot	\$0.12
Description	Quote Per Chair
Requested Chair Cleaning: Shampooing/cleaning/stain removal of upholstered fabric chairs upon request	\$9.00
Description	Quote Per Hour
Miscellaneous facility maintenance services: (Includes light maintenance such as hanging paper towel dispensers or hanging storage shelves)	\$25.00 per hour