

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

NOTICE OF CONTRACT NO. 071B6600045

between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Hi-Tec Building Services, Inc. 6578 Rogers Drive Jenison, MI 49428	Brian Hogan	bhogan@hitec-services.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(888) 345-5314 x 102	*****6608

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	MDOT	Trace Plummer	269-849-1165	PlummerT@michigan.gov
		Mike Streeter	269-375-8699	StreeterM@michigan.gov
		Al Bessey	269-789-0560	BesseyA@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Lisa Crozier-Green	269-284-7042	CrozierGreenL@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: Southwest Prosperity Region, Janitorial Services, MDOT – Coloma Transportation Service Center (TSC), Coloma Maintenance Garage, Niles Maintenance Garage, Sawyer Maintenance Garage, South Haven Maintenance Garage, Marshall Maintenance Garage, Kalamazoo Maintenance Garage, Paw Paw Central Repair, Kalamazoo Region Maintenance / Special Crews and M&T Lab.			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
Three (3) Years	February 1, 2016	January 31, 2019	Two 1-Year Options
PAYMENT TERMS	F.O.B.	SHIPPED TO	
1% Net 10 / 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			
N/A			
MISCELLANEOUS INFORMATION			
The Kalamazoo Region Maintenance / Special Crews M&T Lab was added to this contract as a prior MDOT Agency contract existed with Hi-Tec to perform similar services in the Southwest Region. The Buyer recommended consolidation of the existing Agency contract into the DTMB contract. The estimated contract value of the new contract was \$151,638.00. An additional \$24,414.00 is required to fund the added location for the term of the new contract. The Estimated Contract Value at Time of Execution is \$176,052.00.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$176,052.00	

For the Contractor:

Brian Hogan,
Contract Administrator
Hi-Tec Building Services, Inc.

Date

For the State:

Rebecca Cook, Commodities Division Director
DTMB-Procurement
State of Michigan

Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

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

This Contract is effective on **February 1, 2016** (“Effective Date”), and unless terminated, expires on **January 31, 2019**. Initial Contract term is **Three Years**.

This Contract may be renewed for up to **TWO additional 1-Year periods**. Renewal must be by written agreement of the parties.

The parties agree as follows:

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

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

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

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

- 2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State: Lisa Crozier-Green DTMB Procurement Constitution Hall 525 West Allegan Lansing, MI 48913 CrozierGreenL@michigan.gov (517) 284-7042	If to Contractor: Brian Hogan Hi-Tec Building Services, Inc. 6578 Rogers Drive Jenison, MI 49428
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- 3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “Contract Administrator”):

If to State: Lisa Crozier-Green DTMB Procurement Constitution Hall 525 West Allegan Lansing, MI 48913 CrozierGreenL@michigan.gov (517) 284-7042	If to Contractor: Brian Hogan Hi-Tec Building Services, Inc. 6578 Rogers Drive Jenison, MI 49428
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4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "Program Manager"):

If to State:	If to Contractor:
Southwest Region, Kalamazoo TSC Trace Plummer Michigan Department of Transportation PlummerT@michigan.gov 269-849-1165	Brian Hogan Hi-Tec Building Services, Inc. 6578 Rogers Drive Jenison, MI 49428
Southwest Region, Kalamazoo TSC Mike Streeter Michigan Department of Transportation StreeterM@michigan.gov 269-375-8699	
Southwest Region, Marshall TSC Al Bessey Michigan Department of Transportation BesseyA@michigan.gov 269-789-0560	

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

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

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

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

7. **Reserved.**

8. **Reserved**

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

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

12. **Background Checks.** Unless otherwise noted in Schedule A, Statement of Work, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.



- 16. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

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

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

17. Reserved

- 18. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

19. Reserved

- 20. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

- 21. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
- 22. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 23. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not



in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

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

- 24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

- 27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an



officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. State Data. All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

31. Reserved

32. Reserved

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

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

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

34. Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

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

36. Compliance with Laws. Contractor must comply with all federal, state and local laws, rules and regulations.

37. Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the



information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Nondiscrimination.** Under the Elliott-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.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
40. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
41. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
42. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
43. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
44. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
45. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
46. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
47. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Schedule A; (d) any other exhibits; and (e) the Contract.
48. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
49. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.



- 50. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 51. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").



STATE OF MICHIGAN
 Contract No. 071B6600045
 Janitorial Services

SCHEDULE A
STATEMENT OF WORK
CONTRACT ACTIVITIES

This contract is for janitorial services for State-wide use. Pricing includes all required personnel, equipment, tools, materials, supervision and other items and / or services necessary to perform Contract Activities as described in Schedule A, Statement of Work and Schedule B, Location Specification Sheets.

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

1. GENERAL REQUIREMENTS

- A. The Contractor agrees to provide all personnel, equipment, tools, materials, supervision, and other items and / or services necessary to perform the Contract Activities as described in Section 1.1 Specifications, and Schedule B, Location Specification Sheets. The requirement is to maintain the facilities in such a manner that the locations provide a clean, healthy and safe work environment for occupants and visitors of State-owned or leased facilities.
- B. The State reserves the right to modify the services required under this Contract meet the State of Michigan’s future needs.
- C. Refer to Schedule B, Location Specification Sheets for hours of Basic Janitorial service.
- D. Refer to Schedule B, Locations Specification Sheets, for requirements, days and time of Periodic service.
- E. The State of Michigan will not pay for unperformed services.
- F. The Contractor will not be paid for services performed on State Holidays unless pre-approved in writing (email acceptable) by Program Manager or designee.
- G. State Holidays include:
 - New Year’s Day
 - Martin Luther King, Jr. Birthday
 - Presidents Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran’s Day
 - Election Day
 - Thanksgiving Day (Thursday and Friday)
 - Christmas Eve
 - Christmas Day
 - New Year’s Eve
 - New Year’s Day

1.1. SPECIFICATIONS – The Contractor agrees to provide all personnel, equipment, tools, materials, supervision, and other items and / or services necessary to perform the Contract Activities as described in Section 1.1, Specifications and Schedule B, Location Specification Sheets.

The Contractor agrees to maintain the facilities in such a manner that the location(s) provide a clean, healthy and safe work environment for occupants and visitors of State-owned or leased facilities.

**A. Office Areas, Conference Rooms, Work Stations, Etc.****1. All Floors**

- a. For routine cleaning, all floors are to be thoroughly cleaned, including under all easily moveable objects such as chairs, waste receptacles, etc. After cleaning, replace all items moved.
- b. Moved objects are not be stacked on desks, tables or window sills, nor used in place of a step ladder, etc.
- c. For intense floor cleaning, all furniture readily moveable by one person, and intended to be moved frequently, must be moved during floor cleaning operation, then replaced in original position upon completion.
- d. Leave no dirt, trash or foreign matter under desks, tables or chairs.
- e. All vinyl / hard surface floors must be maintained to provide safe, anti-slip conditions.

2. Carpeted Floors

- a. All carpets and rugs shall be clean, free of spots, gum, crusted material, spillage, and removable stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing of carpet.
- b. As part of the vacuuming process, and in addition to requested spot cleaning, spot cleaning is required on an ongoing basis to remove traces of spilled drinks, food, dirt, etc.
- c. Thoroughly vacuum all carpeted areas, including carpeted floor mats, using commercial grade equipment with HEPA filtered exhaust where water and / or snow does not present a problem.
- d. Commercial grade equipment can include standard upright, canister, or back-pack style vacuums (whichever provides the best value to the State).
 - i. **If back-pack style vacuums are used, a thorough vacuuming with a beater brush vacuum must be performed one time per month.**
 - ii. Beater brush vacuums are required for use at all times in hallways and heavy traffic areas.
- e. Remove all floor mats and vacuum or mop underneath, as required.
- f. Broom and vacuum all edges and areas not reachable by vacuum.
- g. After vacuuming, carpet should be clean with no trace of dust balls, dirt or other debris. Leave nap on carpet in one direction, if applicable.

3. Periodic Carpet Cleaning

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

4. Non-Carpeted Floors

- a. Sweep floors with a broom / dustpan to remove trash, foreign matter, dirt and debris. Leave no dirt in corners, behind radiators, under furniture, behind doors or on stairs or landing. Leave no dirt where sweepings were picked up.
- b. Dust mop non-carpeted floors with a clean dust mop, treated with an approved water based dust control chemical.
- c. Damp mop using a clean cotton mop head in good condition. Use clean water at all times, change water frequently. Mop head must be damp only, and leave no excess water on floors.
- d. Use only approved chemicals at proper dilution at all times.
- e. Finished floor must be clean, streak free, and free from strings, bristles, or dust streaks.
- f. Damp mop all spills.
- g. Damp mop and shine all high traffic vinyl floors.

5. Scrub and Reseal Hard Surface Floors

- a. Remove all moveable items and carpet runners. All objects readily moveable 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 wheels, typing stands, boxes, etc.



- b. Chairs, wastebaskets and other items must not be stacked on desks, tables or windowsills, nor used in place of a stepladder.
 - c. Completely remove all dirt, was and other foreign substances in returning the floor to its original surface.
 - d. 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.
 - e. The stripper, sealer and wax products used must be compatible for this activity.
 - f. Wax must be a minimum of 25% solids.
 - g. Apply wax in a thin, even coat and machine buff with a high-speed buffer immediately after drying.
 - h. The number of coats applied will depend on the type and condition of the floor.
 - i. All waxed surfaced must be maintained so as to provide a safe ANTI-SLIP walking condition.
 - j. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.
 - k. Replace all moved items and carpet runners.
- 6. Wet Mop Areas**
- a. Sweep floor and remove visible dirt and debris, gum, tar or foreign substances from floor surface.
 - b. Scrub floor with approved chemicals at proper dilution. Mop head must be thoroughly wet with solution during mopping / scrubbing process.
 - c. Rinse with clean water.
 - d. Apply approved floor shine product unless cleaning solution contains floor shine.
 - e. Ensure baseboards, walls, furniture and equipment are clean when wet mopping is complete. Do not leave in splashed, disfigured or damaged condition.
 - f. Upon wet mop completion, floor must be properly rinsed, dry mopped, clean and free of dirt, residue, water streaks, mop marks, strings, etc.
 - g. All surfaces must be dry with corners and cracks clean.
- 7. Walls / Doors / Windows**
- a. Remove all cobwebs.
 - b. Spot clean walls.
 - c. Clean and polish entrance glass and pass-through glass at reception area, and security desk.
 - d. Clean and polish any glass panels or door glass in entries, lobbies, cubicles, in or next to office or conference room doors. Remove all handprints, smudges and soil. If necessary, clean the entire door or window to accomplish this task.
 - e. Clean and polish any interior and exterior entryway windows.
 - f. Clean switches, kick plates, and dust baseboards / radiators.
 - g. Dust window hangings or blinds with a vacuum tool.
 - h. Wash and sterilize with approved disinfectant all surfaces on public water fountains.
- 8. All Dusting / Spot Cleaning**
- a. Dust surfaces with the most effective method, either a treated dust cloth or vacuum tools. Do not move dust from spot-to-spot.
 - b. Leave no dust streaks.
 - c. Corners, crevices, molding and ledges should be free of dust and cobwebs.
 - d. Leave no oil spots or smudges on dusted surfaces.
 - e. Horizontal surfaces requiring dusting include, but are not limited to, counter tops, file cabinets, tables, coat racks, partition tops, window ledges, door / window frame trim, etc.
- 9. Furniture**
- a. Dust surfaces with the most effective method, either a treated dust cloth or vacuum tools. Do not move dust from spot-to-spot.
 - b. Clean all lobby furniture and counters by the most appropriate means.
 - c. Disinfect all table surfaces and countertops in public use areas.
 - d. Clean all cleared desk surfaces with approved desk / counter cleaner.
 - e. Dust all furniture, high and low, including flipper tops in cubicles and hallway file cabinets.
- 10. Trash**
- a. All waste containers in general office space and public use areas must be emptied during each regular service day.
 - b. Waste containers in restrooms, break rooms and conference rooms must be inspected daily and changed as needed.
 - c. Empty waste receptacles into plastic bags, tie off and remove to designated location. Refer to Schedule B, Location Specification Sheets, for site-specific designated location, or as directed by the Program Manager or designee.



- d. Dispose of items in waste containers only. If not in waste container, only dispose of items clearly marked for disposal. When in doubt do not remove.
- e. Liners must be used in all waste receptacles and changed as needed, not less than once per month.
- f. Wash, inside and out, any waste receptacles presenting a soiled or odorous condition.
- g. Replace torn or soiled liners.

11. Recyclables

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

12. Air Bars and Vents

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

B. Restrooms

1. Signage

- a. During regular tenant hours, an approved sign must be placed in the restroom entrance warning tenants that restroom is closed for cleaning. Refer to Schedule B, Location Specification Sheets, for regular tenant hours.
- b. A schedule for closing restrooms must be established in advance with the Program Manager or designee.
- c. Any changes in schedule must be pre-approved in writing (email is acceptable) by Program Manager or designee.

2. Routine and Monthly Deep Cleaning of Toilets and Urinals

- a. Routine Toilet Cleaning – **Acid free toilet bowl cleaner** must be used for routine daily cleaning.
- b. Monthly Deep Cleaning – Acid toilet bowl cleaner (**10% acid or less**) may be used once a month for deep cleaning **water based** toilets and urinals.
 - i. Do not use acid based cleaner in waterless or cartridge based urinals.
 - ii. Acid may be applied only on the interior of porcelain toilet or urinal.
 - iii. Take great care to ensure acid cleaner does not come in contact with any surface other than inside porcelain toilet bowls or water based urinals.

3. Cleaning and Sanitizing Toilets, Urinals and Partitions

- a. Thoroughly clean toilets, toilet seats, and urinals with approved acid free bowl cleaner, and rinse thoroughly.
- b. Completely wipe entire exterior of toilet, seat, urinal and all associated plumbing connections with approved disinfectant solution. Buff dry to a streak, smear and smudge free shine.
- c. Leave seats in upright position.
- d. Clean toilet and urinal partitions, walls and doors with approved germicidal solution and rinse thoroughly with clean water.
- e. Clean partition doors on both sides.
- f. Spot clean walls behind toilets or urinals with approved germicidal solution.

4. Sinks / Faucets and Spigots

- a. Using approved cleaning solution (no abrasive cleansers), thoroughly clean sinks, faucets and spigots.
- b. Rinse cleanser residue, then wipe each item with approved disinfectant solution and allow to air dry.

5. Dusting / Spot Cleaning / Other Surfaces / Trash / Dispensers

- a. Dust all surfaces, ledges, fixtures, edges, shelves, exposed pipes, partitions, door frames, ceiling vents, lighting devices. Pay particular attention to tops of horizontal surfaces.
- b. Using approved cleaning solution, thoroughly clean mirrors and counters.
- c. Using approved cleaning solution, thoroughly clean handicap rails, baby changing stations, hand dryers, paper towel dispensers, light switch covers, doors, hand and kick plates, etc.
- d. Wipe each surface with approved disinfectant solution and allow to air dry.
- e. Spot clean all walls around sinks, waste receptacles, handicap rails, baby changing stations, switch and plug covers, entrance doors (inside and out), etc., with approved germicidal solution.
- f. Empty, clean, and disinfect all sanitary napkin dispensers and waste receptacles.
- g. Empty waste receptacles into plastic bags, tie off and remove to designated location. Refer to Schedule B, Location Specification Sheets, for designated waste location.
- h. Polish all chrome.
- i. Check all dispensers (i.e. hand soap, paper towels, toilet paper, etc). Refill as necessary. Do not fill paper towel dispensers above fill line. See Section 1.1(H) – Replenishable Supplies.

6. Restroom Floors and Walls

- a. Routine Cleaning



- i. Sweep floor with a broom and dustpan, removing all dirt and debris. Empty dirt / debris into trash bag and tie off.
 - ii. Using a clean cotton mop head in good condition, and approved cleaning solution at the proper dilution, thoroughly damp mop floors.
 - iii. Pay special attention to grout, corners of floor, behind urinals and toilets, under sinks, baseboards, and where stalls connect to the floor.
 - iv. Rinse with clean water, changing water frequently and leaving no excess water on floor.
 - v. Damp mop with approved disinfectant solution and allow to air dry.
 - vi. Mops used in restrooms must never be used in other non-restroom areas.
 - vii. Empty used disinfectant down restroom floor drain.
- b. Deep Cleaning / Scrub
- i. Place approved "closed" sign at entrance to restroom.
 - ii. Remove all movable objects from the area.
 - iii. Apply approved cleaning solution at approved dilution to walls.
 - iv. Do not allow solution to dry
 - v. Scrub walls with stiff bristle brush. Be sure any grout is clean.
 - vi. Wipe walls with a sponge and clean water.
 - vii. Apply approved cleaning solution at approved dilution to floors.
 - viii. Scrub floors with stiff bristle brush. Be sure any grout is clean.
 - ix. Pay special attention to grout, corners of floor, behind urinals and toilets, under sinks, baseboards, and where stalls connect to the floor.
 - x. Pick up dirty solution with wet vac.
 - xi. Mop rinse area with a clean cotton mop head and clean water.
 - xii. Mop rinse a second time with a clean cotton mop and clean water.
 - xiii. Make sure all walls, doors, baseboards, etc. are thoroughly rinsed and free of splashes or debris.
 - xiv. When floor is dry, replace all objects moved from area.
 - xv. Remove signs and reopen.

7. Showers

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

8. Visually Inspect Restroom.

- a. Restroom must be clean, the floor dry, dispensers filled, trash removed, etc., as needed or requested by Program Manager or designee. Do not fill hand towel dispensers above fill line.

C. Breakroom

1. Floors

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

2. Other

- a. Clean, scour and sanitize sink.
- b. Damp wipe counter tops, table tops, front of cabinetry and outer surfaces of refrigerator.
- c. Wipe under all counter top appliances.
- d. Wipe interior and exterior of microwave.
- e. Refill paper towel dispensers as needed. Do not fill paper towel dispensers above fill line.

D. Furnace Room / Janitorial Closet

1. Keep clean as needed.

E. Exterior Areas

1. Pavement



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

2. Ashtrays

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

3. Lawn Care / Landscaping – N/A

4. Snow Removal – N/A

F. Cleaning Rags and Materials

- 1. The Contractor agrees to remove, launder and return State-supplied soiled cleaning rags, sponges, or other such supplies as necessary to maintain items in a clean and sanitary condition.

G. Materials, Treatment, Etc.

1. Chemicals, Cleaners and Finishes

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

H. Replenishable Supplies

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

I. Emergency Cleaning

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

J. Hazardous Conditions

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

**K. Mechanical and Other Equipment**

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

L. Inspection and Correction of Deficiencies

1. Performance Evaluations will be given to the Contractor noting exceptions in performance to the required specifications.
2. Contractor must correct deficiencies as follows:
 - a. Basic Janitorial Services – deficiency must be corrected within 8 business hours
 - b. Periodic Services – deficiency must be corrected within 24 business hours.
3. Failure to perform or failure to correct deficiency within the specified time may result in a Vendor Performance entered against the Contractor, a deductible incident, and / or contract cancellation. Refer to Section 8.1 for detail regarding deductible incidents.

2.1. Warranties

- A.** The State reserves the right to require additional warranties.

B. Damage to State-owned or Leased Property

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

C. Health, Safety and Environmental Protection

1. The Contractor agrees to conform to all applicable federal, state and local laws and to the requirements of this Contract.
2. In performing the Contract Activities, the Contractor shall:
 - a. Take all reasonable precautions to prevent the release of hazardous chemicals into the environment.
 - b. Take all additional precautions the Program Manager or designee requires.



3. Any violation of the health, safety and environmental rules may be grounds for termination of this contract.

3.1. Quality Assurance Program

- A. The Contractor agrees to provide thorough training, proactive communication, monitor performance, and perform inspections to assure consistent and reliable service.
- B. The Contractor agrees to provide 24 hour telephone service to management personnel to ensure open communication at all times.
- C. The Contractor agrees to evaluate service on a daily and weekly basis.
- D. The Contractor agrees to perform schedule and unscheduled site visits to review quality of services and determine if corrective action is required.
- E. The Contractor agrees to align quality expectations with the expectations of the occupants of the facility.

4.1. Incentives

- A. The Contractor agrees to offer a 1% discount for invoices paid within 10 days of being issued.

5.1 Roles and Responsibilities

A. Staffing

1. Contractor Representative

- a. The Contractor agrees the Contractor Representative is specifically assigned to State of Michigan accounts, will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. The Contractor Representative under the initial Contract is:
 - i. Brian Hogan
888-345-5314
bhogan@hitec-services.com
- b. The Contractor agrees to notify the Program Manager or designee at least ten (10) calendar days before removing or assigning a new Contractor Representative.

2. Key Personnel

- a. The Contractor agrees to employ, at a minimum, one Key Personnel defined by the State as a full-time Project / Regional / Area or Site Supervisor who will be directly responsible for the day-to-day operations of the Contract. Key Personnel for the initial Contract are:
 - i. Rick Rawlings, Area Manager
Kalamazoo
24/7/365 269-832-0487
rrawlings@hitec-services.com
Area covered – Southwest Michigan
 - ii. Fran Andrews
Kalamazoo
24/7/365 269-270-2316
fandrews@hitec-services.com
- b. The Contractor agrees Key Personnel will be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 8 business hours.
- c. The State reserves the right to require the Contractor to employ more than one Key Personnel to adequately supervise the day-to-day Contract Activities.
- d. The State reserves the right to approve Key Personnel for this Contract and to require replacement of any Key Personnel found to be unacceptable at any time during the Contract term.
- e. The Contractor agrees not to remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause; however the Contractor remains responsible for notifying the Contract Administrator of the change in Key Personnel, in writing (email is acceptable), within 1 business day of the change.
- f. The State may request a résumé and conduct an interview before approving a change.
- g. The State may require a 30 calendar day training period for replacement personnel.
- h. The Contractor agrees Key Personnel shall act as the Contractor's designated representative at the specified locations.
- i. The Contractor agrees Key Personnel will be trained and qualified to directly supervise the day-to-day Contract Activities.
- j. The Contractor agrees general employees or attendants are not substitutes for Key Personnel.



- k. In the event additional facilities are added to this Contract, the Contractor agrees to provide the Program Manager or designee a list of additional Key Personnel assigned to this Contract. Key Personnel list will include, at a minimum:
 - i. Name
 - ii. Physical Location
 - iii. Contact Information
 - iv. Organizational Role
 - v. The anticipated scope of responsibilities
 - vi. The geographic region covered
 - vii. The number of employees supervised

3. Non-Key Personnel - Site Staffing

- a. The Contractor agrees to provide the required number of staff during the hours specified and for the duration of time quoted for basic janitorial services.
- b. The State reserves the right to approve Contractor’s employees for this Contract and to require replacement of any employee found to be unacceptable at any time during the Contract.
- c. The Contractor agrees to notify the Program Manager or designee at least 5 calendar days before removing or assigning non-key personnel.
- d. The Contractor agrees to assume sole responsibility for payment of all employee wages including pay increases, taxes, fringe benefits, silk leave, pension benefits, vacations, medical benefits, life insurance, or unemployment compensation, etc.

4. Sub-Contractors

- A. Disclosure of Subcontractors
 - 1. The Contractor does not propose to utilize subcontractors.
 - 2. In the event the Contractor proposes to utilize subcontractors, the Contractor agrees to submit the following for prior approval of Contract Administrator and written Change Notice to the Contract:
 - a. The legal business name; address; telephone number; a description of subcontractor’s organization and the services it will provide; and information concerning subcontractor’s ability to provide the Contract Activities.
 - b. The relationship of the subcontractor to the Contractor.
 - c. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
 - d. A complete description of the Contract Activities that will be performed or provided by the subcontractor.
 - e. Of the total Contract, the price of the subcontractor’s work.

6.1 Project Plan Management

A. Project Work Plan

- 1. Contractor agrees to the following Transition In and Transition Out procedures:
 - i. Transition In:
 - 1. Perform background checks and drug screening for proposed employees
 - 2. Introduce Key Personnel and employees to Program Manager or designee
 - 3. Provide documentation of training for all site employees on cleaning, MSDS, etc. to Program Manager or designee
 - 4. Obtain keys or key cards from Program Manager or designee
 - 5. Obtain security screening / clearance
 - 6. Obtain State issued ID cards
 - 7. Building walk through with Program Manager or designee and site employees
 - i. Transition Out:
 - 1. The Contractor agrees to the Transition Responsibilities per Section 25 of the Standard Contract Terms.
 - 2. The Contractor agrees keys and key cards will be returned to the Program Manager or designee by the final date of service.
 - 3. The Contractor agrees unreturned, lost, stolen, etc., keys and key cards shall remain the Contractor’s responsibility and the cost to replace or rekey will be deducted from the final invoice.



4. In the event the Contractor, or its employee(s) creates the need to reprogram the building security, the Contractor agrees the price of reprogramming will remain the Contractor's responsibility and will be deducted from the Contractor's final invoice.

B. Adjustments to Schedule

1. The Contractor agrees adjustments to the basic janitorial schedule, including any weather-related deviations, will be approved by the Program Manager or designee.
2. Weather-related deviations will only be approved upon verification of K-12 school closing in the nearest school district.
3. Any other deviations to schedule must be pre-approved by the Program Manager or designee.
4. The Contractor agrees any adjustment to the basic janitorial schedule will result in a corresponding adjustment to the next invoice.

C. Proof of Insurance

1. The Contractor agrees to provide to the Contract Administrator with current proof of insurance as defined in the Standard Contract Terms.

D. Misrepresentation

1. Any misrepresentation by the Contractor of its ability to perform the Contract Activities described in the Contract may be grounds for immediate contract termination.
2. If the contract is cancelled, the contract may be awarded to the next qualified bidder for this RFP.

E. Equipment Failure

1. Equipment failure WILL NOT constitute an acceptable reason for failure to provide service.

7.1 Service Levels

A. Days and Times of Basic and Periodic Service

1. The Contractor agrees to adhere to the days and times of Basic and Periodic Services as detailed in Schedule B, Location Specification Sheets.
2. Contractor agrees all site staff will remain actively working during specified times of service, except during regularly scheduled breaks.

B. Inspection and Acceptance

1. The Contractor agrees the following criteria will be used by the State to determine Acceptance of the Contract Activities under this Contract.
 - a. The Program Manager or designee will conduct weekly inspections for compliance with Section 1.1 Specifications and site specific requirements in compliance with Schedule B, Location Specification Sheets, noting any deficiencies. The Program Manager or designee will make the final determination as to whether any task has been satisfactorily performed.
 - b. The Program Manager or designee will maintain a record of complaints from the agency or departmental staff and provide record of complaints to the Contractor. The record will identify areas requiring special attention, on the day the complaint was received, which must be completed by the Contractor within eight business hours of receipt.
 - c. The Contractor agrees to remain responsible to verify and implement any necessary changes if the Program Manager or designee determines that any task has not been performed adequately or satisfactorily. Contractor agrees to correct the deficiency within 8 business hours for basic janitorial issues, and within 24 business hours for periodic services, or sooner, depending on the severity of the task.

8.1 Deductible Incidents, Escalation and Vendor Performance

A. Contractual Deductions and Deductible Incidents

1. Contractor agrees Deductible Incidents include, but are not limited to:
 - a. Failure to Respond to Emergency Situations
 - b. Unsatisfactory Conditions
 - c. Unstaffed / Unattended Conditions
 - d. Unsatisfactory / Incomplete Landscaping



- e. Unsatisfactory / Incomplete Snow Removal
- f. Incomplete or Missing Records or Reports
- g. Inadequate Supplies
- 2. Failure to Respond to Emergency Situations
 - a. In the event of an emergency, the Program Manager or designee will telephone the assigned Key Personnel.
 - b. Contractor agrees Key Personnel failure to respond to the Program Manager or designee within TWO (2) hours of the initial call may result in a \$250.00 invoice deduction and an additional deduction of \$100.00 for every ½ hour of delay.
- 3. Unsatisfactory Conditions
 - a. The Program Manager or designee is authorized to determine whether Contract Activities are satisfactory.
 - b. If the Program Manager or designee determines any Contract Activity has not been adequately performed, the Program Manager or designee will immediately notify the Contractor of the unsatisfactory condition.
 - c. The Contractor agrees to correct the unsatisfactory condition within eight (8) business hours from notice of the deficiency.
 - d. The Contractor agrees failure to correct the unsatisfactory condition within eight (8) business hours may result in a \$25.00 per day invoice deduction for the first day, and a \$100.00 deduction for each additional day.
- 4. Unstaffed / Unattended Conditions
 - a. The Contractor agrees the Contractor's employees will notify the Contractor when late or absent from work. Site employees reporting late or absent from work may constitute an Unstaffed / Unattended condition. Contractor agrees Unstaffed / Unattended Conditions may result in a \$250.00 invoice deduction for the first instance, and a \$500.00 invoice deduction for subsequent Unstaffed / Unattended condition.
 - b. The Contractor agrees to maintain an absentee pool of trained and qualified substitutes with the required background checks, available on short notice to ensure the facility is adequately staffed.
- 5. Unsatisfactory / Incomplete Landscaping – N/A
- 6. Unsatisfactory / Incomplete Snow Removal – N/A
- 7. Incomplete or Missing Records or Reports
 - a. In addition to any fines incurred, incomplete or missing MSDS sheets may result in a \$150.00 per day invoice deduction.
 - b. The Contractor agrees failure to complete and submit any required report or form within specified time may result in a \$150.00 per day invoice deduction.
- 8. Inadequate Supplies
 - a. The Contractor agrees failure to provide adequate cleaning supplies, or failure to adequately stock replenishable supplies, may result in a \$150.00 per day invoice deduction.

B. Escalation (Contract Compliance)

- 1. First Instance –
 - a. If the Program Manager or designee determines the Contractor is non-compliant with the terms, conditions and / or specifications of the contract, or a Deductible Incident or Condition has occurred, the Program Manager or designee will:
 - i. Verbally notify the Contractor of the situation or issue
 - ii. Provide a description of the non-compliance or Deductible Incident or Condition.
 - iii. Specify a date by which the issue must be resolved.
 - b. The Contractor agrees to provide the Program Manager or designee with a verbal root cause analysis and corrective action plan.
 - c. The Program Manager or designee will preserve a written record of the issue, proposed resolution, and time frame for inclusion in the annual Contract Compliance Report, and provide a copy to the Contractor.
- 2. Second Instance –
 - a. If resolution is not achieved, or the issue arises again, the Program Manager or designee will:
 - i. Schedule an in-person meeting with the Contractor and provide, in writing:
 - 1. A description of the specific problem
 - 2. A description of the actions the Contractor is expected to take to resolve the problem
 - 3. A date by which the Contractor is expected to resolve the problem
 - 4. Notify Contractor of the intent to exercise the Contractual Deduction
 - 5. Request, in writing, the Contractor's root cause and corrective action plan.
 - b. Contractor agrees to provide a root cause and corrective action plan at the agreed upon date and time.



- c. Contractor agrees to correct the specified problem within the agreed upon timeframe.
 - d. Program Manager or designee should preserve a written record of the meeting, expectations and resolution for inclusion in the annual Contract Compliance Report, and provide a copy for the Contractor.
 - e. Program Manager or designee will exercise the Contractual Deduction as a deduction from the next invoice.
 - f. Program Manager or designee will enter a Vendor Performance Report in MAIN.
3. If resolution is not achieved or the issue arises again, a written notice of termination may be sent to the Contractor.
 4. In the event a contract is cancelled, the State may award the contract to the next lowest qualified bidder.

9.1. Contract Management

A. Reporting

1. Reports and Forms

- a. The Contractor agrees to provide all required reports and complete all required forms by the stated due date.
- b. Reports and forms may include, but are not limited to:
 - i. Maintenance Inspection Reports
 - ii. Damage Reports
 - iii. Accident / Incident Reports
 - iv. Maintenance Contractor Field Report
 - v. Time Keeping Reports
 - vi. MSDS Forms
- c. Required forms will be distributed during the mandatory Pre-Maintenance Meeting.
- d. The Contractor agrees all daily forms will be completed and maintained by the attendant on a daily basis.
- e. The State reserves the right to require other reports or completion of additional forms.

2. Damage Reports

- a. In all instances where State property or equipment is damaged, the Contractor agrees to submit to the Program Manager or designee a Damage Report containing the facts and extent of the damage. The Contractor agrees to submit damage reports verbally within one hour of the damage, and in writing within twenty-four (24) hours of the damage.

3. Accident Reports

- a. The Contractor agrees to comply with State of Michigan, OSHA, and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness.
- b. The Contractor agrees to submit a verbal report to the Program Manager or designee within one hour of the accident, and in writing within twenty-four (24) hours of the accident.

4. Time Keeping

- a. The Contractor agrees to provide monthly time sheets, submitted to the Program Manager or designee by the 15th of each month. The time sheets must include:
 - i. Employee name
 - ii. Dates worked
 - iii. Area worked
 - iv. Actual hours worked – actual starting and quitting times. Rounded times are not acceptable.

5. MSDS Forms

- a. The Contractor agrees to maintain MSDS forms on site, in area designated by Program Manager or designee.
- b. The Contractor is liable for any fines incurred for missing or incomplete MSDS forms.

B. Meetings

1. The Contractor agrees to attend the following meetings:
 - a. Kick-off meeting within 30 calendar days of the Effective Date of the Contract.
 - b. Annual Service Review and Progress Meeting
 - c. Quarterly Program Manager Meeting
 - d. Annual Service Review and Progress Meeting. The Program Manager or designee may, if necessary, request meetings with the Contractor to discuss services provided each year under the specifications, terms and conditions of the contract. The Contractor's total service quality may be evaluated including responsiveness, timeliness of required reporting, or any other specifics as required under the terms of the contract. Unsatisfactory services may result in contract cancellation.



- e. Quarterly Program Manager Meeting. The Program Manager or designee may elect to meet with the Contractor to discuss progress and provide necessary guidance in solving problems that arise.
2. The State may request other meetings as it deems appropriate.

10.1 Security

A. Contractor Responsibilities

1. The Contractor and / or Sub-contractor's staff will be performing Contract Activities in State facilities and on State property. The Contractor agrees to conduct drug screening and background checks on all employees providing service at State-owned or leased facilities.
 - a. General Security:
 - i. The Contractor agrees to ensure the security of State facilities
 - ii. The Contractor's agrees staff will be required to wear uniforms and/or ID badges
 - iii. The Contractor agrees to any additional site specific security measures, as defined by the Program or Facility Manager, or designee, necessary to ensure the security of State facilities.
 - b. Drug Testing
 - i. The Contractor agrees to perform pre-employment and random / reasonable suspicion drug testing of employees.
 - ii. The Contractor agrees to provide drug and alcohol testing on employees.
 - iii. The Contractor's drug testing policies and procedures include, but are not limited to
 1. Tests must be taken at the time and place scheduled by the Contractor
 2. Refusal or failure to submit to a drug or alcohol test, or refusal to sign the required consent form, constitutes a presumption of a positive test result.
 3. A positive test for alcohol or any drug not legally obtained, or not being used for the intended purpose, or in the prescribed quantity, will result in termination of employment.
 4. Employees must notify supervisor prior to beginning work if they are using medication which could cause drowsiness or affect their ability to function safely.
 5. Violation of the alcohol and illegal drug policy will result in discharge, however, the Contractor may allow an employee to return to work under a last change agreement after successful completion of an alcohol or substance abuse program and a clear test. Employees in last change status are subject to testing at any unannounced time.
 - iv. The Contractor agrees, upon request, the Contractor and/or sub-contractors will share drug testing records / documentation with DTMB Office of Infrastructure, Security Program Coordinator or their designee.
 - c. Background Checks
 - i. The Contractor agrees to perform background checks on all employees and subcontractors and its employees prior to their assignment. The Contractor agrees documentation will be provided upon request to the State of Michigan. The Contractor agrees to assume responsibility for all costs associated with the processing background checks. The State, in its sole discretion, may also perform background checks.
 - ii. The Contractor, and/or its sub-contractors who will be completing onsite work, agree to adhere to perform background checks on perspective employees providing service at State-owned or leased facilities.
 - iii. The Contractor agrees the scope of the background check will include a State of Michigan Internet Criminal History Access Tool (ICHAT) and National Sex Offender Registry, and all employees must meet the criteria set forth by the U.S. Department of Immigration and Naturalization.
 - iv. The Contractor agrees, upon request, the Contractor and/or sub-contractors will share background check results / documentation with DTMB Office of Infrastructure, Security Program Coordinator or their designee.
 - v. The State reserves the right to request additional background checks at the discretion of state agencies or branches of state government as outlined in the Standard Contract Terms document.
 - vi. The Contractor agrees this Contract is contingent upon the Contractor's ability to supply workers capable of passing a criminal background check. The Contractor agrees to demonstrate the worker(s) have no felony convictions or pending felony charges that are substantially related to the contracted activities or services.
 - d. Sub-Contractors



- a. The Contractor agrees to ensure background checks and drug testing requirements of sub-contractor employees are adhered to as if the workers were the Contractors employees when engaged in State projects.
- e. Identification Badges
 - a. The Contractor agrees all Contractor and sub-contractor staff will display State credentials while performing work on State premises.

B. DTMB Office of Infrastructure, Security Program Coordinator (SPC) Responsibilities

- 1. The SPC or designee is the sole contact to view background check or drug testing results on behalf of the State.
- 2. DTMB Security Contact Person is: Jeff Pratt, prattj@michigan.gov.

C. State Employee Responsibilities

- 1. State employees are required to report any potential concerns regarding security, theft, requests for reasonable suspicion testing, or substance abuse issues regarding the Contractor's employees to: DTMB Facilities Emergency (517) 373-0190.

D. Keys, Codes and Key Cards

- 1. The Contractor agrees, keys or key cards furnished by the State WILL NOT BE DUPLICATED.
- 2. Contractor agrees to maintain a secure environment while cleaning the facility. Building lock up to include:
 - a. Turn off bathroom exhaust fans
 - b. Turn off all interior lights
 - c. Check and lock all entrance doors, gates, or other access into the building
 - d. Properly set security alarm, if applicable.
- 3. The Contractor agrees only Contractor employees are allowed on site. Contractor employees must not bring friends or family members on site.
- 4. Contractor agrees to lock the facility when leaving.
- 5. If the location is equipped with a security alarm, the Contractor agrees to properly set the security alarm when leaving the facility. The Contractor agrees failure to properly lock the building or set the security alarm (where applicable) may result in a Vendor Performance Report and possible cancellation of the contract.
- 6. The Contractor agrees 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.
- 7. In the event the State has to re-key the facility due to lost, broken or non-returned keys or keycards, the Contractor agrees the cost to re-key will be deducted from the Contractors next available invoice.
- 8. Should the contract be cancelled by default of Contractor, the Contractor agrees the cost of changing the building locks, providing new keys or key cards, and re-coding the security alarm (when applicable) will be charged to the Contractor and deducted from final payment due the Contractor.

11.1. Pricing

A. Price Term

- 1. Pricing is firm for the base period and any option years of the Contract.

B. Price Changes

- 1. Increases or decreases may be approved based on changes in actual Contractor costs.
- 2. Requests must be in writing, must be supported by written evidence documenting the change in costs and must be received by DTMB-Procurement 60 calendar days prior to contract expiration.
- 3. The State may consider sources such as the Consumer Price Index, Producer Price Index, other pricing indices, economic and industry data, manufacturer or supplier invoices noting the change in pricing, or any other data the State deems relevant.
- 4. Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response.
- 5. If the request is approved, both parties may negotiate such changes for no longer than 30 days, unless extended by mutual agreement.
- 6. Upon completion of negotiation, the State will issue a Change Notice to execute the adjustment.
- 7. The adjustment will be effective on the first day of the month following approval, unless Ad Board approval is required. If Ad Board approval is required, the adjustment will be effective on the first day of the month following Ad Board approval.
- 8. The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.



9. If the State elects to exercise an option year and the Contractor refuses, the State reserves the right to award the Contract to the next lowest qualified bidder.

11.2 Ordering

A. Authorizing Document

1. The appropriate authorizing document for the Contract will be a properly executed Purchase Order.

11.3 Payment

A. Invoice Requirements

1. Contractor agrees to submit invoices and time reports by e-mail at the close of each calendar month, with separate billings for Semi-Annual Services upon completion of the service. Invoices and time reports are due by the 15th of each month.
2. The Contractor agrees all invoices submitted to the State will include:
 - a. Contract Number
 - b. Dates of Service
 - c. Purchase Order number
 - d. Quantity
 - e. Description of the Contract Activities
 - f. Unit price
 - g. Shipping cost (if any)
 - h. Total price
3. The Contractor agrees to offer a 1% discount for invoices paid within 10 days of being issued.

B. Payment Methods

1. Electronic Funds Transfer
 - a. The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) as described in Standard Contract Terms, Section 20.

12.1 Liquidated Damages

A. Unauthorized Removal of Key Personnel

1. Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.
 - a. The State is entitled to collect \$1,000 per individual per day for the removal of any Key Personnel without prior approval of the State.
 - b. The State is entitled to collect \$1,000 per individual per day for an unapproved or untrained key personnel replacement.

13. Additional Requirements

A. Environmental and Energy Efficient Products

1. The Contractor agrees to identify any energy efficient, bio-based, or otherwise environmental friendly products used in the products. Contractor agrees to include any relevant third-party certification, including the verification of a United States department of agriculture certified bio based product label.

B. Hazardous Chemical Identification

1. In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor agrees to provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. The Contractor agrees each hazardous chemical will be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.
2. The Contractor agrees to identify any hazardous chemicals that will be provided under any resulting contract and to maintain necessary MSDS Sheets, on site, per Program Manager or designee direction.

C. Mercury Content

1. Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be



labeled as containing mercury. The Contractor affirmatively stated no products containing mercury will be used.

D. Brominated Flame Retardants

1. The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs. The Contractor affirmatively states no products containing BRFs will be used.



SCHEDULE B

Location Specification Sheet and Price Quote

Agency:	Michigan Department of Transportation		
Building:	Coloma Transportation Service Center (TSC)		
Address:	3880 Red Arrow Highway, Benton Harbor, Michigan 49022		
Prosperity Region:	Southwest Michigan Prosperity Region		
County:	Berrien County		
MDOT Region and TSC:	Southwest / Coloma TSC		
DTMB Contract Administrator:	Lisa Crozier-Green	CrozierGreenL@michigan.gov	517-284-7042
MDOT Procurement Contact:	Mark Morrison	MorrisonM@michigan.gov	517-241-2343
TSC Program Manager:	Trace Plummer	PlummerT@michigan.gov	269-849-2394
Building Hours:	Monday - Friday 7:30 a.m. - 4:30 p.m.		
Population:	30 Workstations / 30 Employees		
Visitors:	60 / week		
Basic Janitorial:	Tuesday and Friday - After 4:30 p.m.		
Periodic Services:	Saturday Only 8:00 a.m. - 8:00 p.m.		
Billing:	Michigan Department of Transportation Coloma Transportation Service Center 3880 Red Arrow Highway Bentor Harbor, MI 49022		

Basic Janitorial Services	Square Feet	Surface Type	Number of Units	Daily	Weekly	Monthly
Building Square Feet:	7700					
Number of Stories:			1			
Area to Be Cleaned:	7360					
Total Carpet Square Footage:	6440					
High Traffic Carpet:	2668					
General Office Area:	2610	Carpet		X		
Conference Rooms:	1146	Carpet	2	X		
Offices:	730	Carpet	6	X		
Work Stations:	1954	Carpet	25	X		
Lobbies / Entries:	141	Vinyl		X		
Restrooms:	404	Ceramic	2	X		
Storage:	368	Concrete	1			X
Toilets:			5	X		
Urinals:			2	X		
Sinks:			4	X		
Furnace Room:			1			X
Exterior Areas:				X		
Periodic Services			Monthly	Quarterly	Semi	Annual
Vacuum and Clean Air Ducts and Diffusers					X	
Scrub and Reseal Hard Surface Floors					X	
Clean Light Fixture Lenses					X	
Vacuum Partition Walls					X	
Wash Interior and Exterior Windows					X	
Steam Clean Carpet - Full Contract Area					X	
Bathroom Wall and Floor Deep Scrub					X	





Coloma Transportation Service Center Pricing					
Use Flat Hourly Rate. Do Not Include Wage Overhead. Include wage overhead in Insurance / Benefits					
Type of Cleaning	Employees	Hours	Hourly Rate	Working Days	Total
Daytime	0	0	\$0.00	104	\$ -
Nighttime	1	2.5	\$9.00	104	\$ 2,340.00
Supervisor	1	2	\$18.00	20	\$ 720.00
Total Cleaning Cost					\$ 3,060.00
Insurance and Benefits					\$ 496.29
Supplies and Rentals					\$363.60
Profit					\$ 1,420.11
Annual Total					\$ 5,340.00
Monthly Total					\$ 445.00

Periodic Services	Price per Service	Supplies per Service	Equipment per Service	Annual Total
Vacuum and Clean Air Ducts and Diffusers				\$ -
Scrub and Reseal Hard Surface Floors	\$ 64.00			\$ 128.00
Clean Light Fixture Lenses	\$ 25.00			\$ 50.00
Vacuum Partition Walls				\$ -
Wash Interior and Exterior Windows	\$ 25.00			\$ 50.00
Steam Clean Carpet - Full Contract Area	\$ 773.00			\$ 1,546.00
Bathroom Wall and Floor Deep Scrub				\$ -
Other				\$ -
Periodic Total				\$ 1,774.00
Annual Total				\$ 7,114.00
Term of Contract				\$21,342.00

Additional Services Price by the Hour	
Emergency Services (Includes cleaning services for emergency situations such as restroom overflow, etc.)	\$16.00/Hour
Infectious Disease Control (Refer to Schedule A, Statement of Work, for specifications)	\$16.00/Hour
Miscellaneous Facility Maintenance (Includes hanging paper towel dispensers or storage shelves)	\$16.00/Hour

Company Name:	Hi-Tec Building Services
Vendor ID:	*****6608
Vendor Signature:	
Date:	12/1/2015
Telephone Number:	888.345.5314
Cell Phone Number:	616.437.3234
Email:	bhogan@hitec-services.com



Location Specification Sheet

Agency:	Michigan Department of Transportation		
Building:	Coloma Maintenance Garage		
Address:	3880 Red Arrow Highway, Benton Harbor, Michigan 49022		
Prosperity Region:	Southwest Michigan Prosperity Region		
County:	Berrien County		
MDOT Region and TSC:	Southwest / Coloma TSC		
DTMB Contract Administrator:	Lisa Crozier-Green	CrozierGreenL@michigan.gov	517-284-7042
MDOT Procurement Contact:	Mark Morrison	MorrisonM@michigan.gov	517-241-2343
TSC Program Manager:	Trace Plummer	PlummerT@michigan.gov	269-849-2394
Building Hours:	Monday - Friday. Summer 7:00 a.m. - 3:30 p.m. / Winter 5:00 a.m. - 1:30 p.m.		
Population:	20 Employees		
Visitors:	Few		
Basic Janitorial:	Tuesday and Friday - Summer after 4:00 p.m. / Winter after 1:30 p.m.		
Periodic Services:	Weekends only - T/B/D		
Billing:	Michigan Department of Transportation Coloma Transportation Service Center 3880 Red Arrow Highway Benton Harbor, MI 49022		

Basic Janitorial Services	Square Feet	Surface Type	Number of Units	Daily	Weekly	Monthly
Building Square Feet:	20000+					
Number of Stories:			1			
Area to Be Cleaned:	4134					
Total Carpet Square Footage:						
High Traffic Carpet:						
Hallway:	337	Vinyl		X		
Foyer:	25	Vinyl	1	X		
Offices:	714	Vinyl	3	X		
Breakroom:	585	Vinyl	1	X		
Computer Room:	144	Vinyl	1	X		
Restrooms:	790	Ceramic	2	X		
Catwalk:	834	Concrete	1	X		
Toilets:			5	X		
Urinals:			3	X		
Sinks:			5	X		
Showers:			2	X		
Exterior Areas:				X		

Periodic Services	Monthly	Quarterly	Semi	Annual
Vacuum and Clean Air Ducts and Diffusers			X	
Scrub and Reseal Hard Surface Floors			X	
Clean Light Fixture Lenses			X	
Vacuum Partition Walls			X	
Wash Interior and Exterior Windows			X	
Steam Clean Carpet - Full Contract Area			X	
Bathroom Wall and Floor Deep Scrub			X	



Coloma Maintenance Garage Price					
Use Flat Hourly Rate. Do Not Include Wage Overhead. Include wage overhead in Insurance / Benefits					
Type of Cleaning	Employees	Hours	Hourly Rate	Working Days	Total
Daytime				104	\$ -
Nighttime	1	1.5	\$9.00	104	\$ 1,404.00
Supervisor	1	2	\$18.00	20	\$ 720.00
Total Cleaning Cost					\$ 2,124.00
Insurance and Benefits					\$ 412.37
Supplies and Rentals					\$215.20
Profit					\$ 1,088.43
Annual Total					\$ 3,840.00
Monthly Total					\$ 320.00

Periodic Services	Price per Service	Supplies per Service	Equipment per Service	Annual Total
Vacuum and Clean Air Ducts and Diffusers				\$ -
Scrub and Reseal Hard Surface Floors	\$812.00			\$ 1,624.00
Clean Light Fixture Lenses	\$25.00			\$ 50.00
Vacuum Partition Walls				\$ -
Wash Interior and Exterior Windows	\$25.00			\$ 50.00
Steam Clean Carpet - Full Contract Area				\$ -
Bathroom Wall and Floor Deep Scrub				\$ -
Other				\$ -
Periodic Total				\$ 1,724.00
Annual Total				\$ 5,564.00
Term of Contract				\$ 16,692.00

Additional Services Price by the Hour

Emergency Services (Includes cleaning services for emergency situations such as restroom overflow, etc.)	\$16.00/Hour
Schedule	\$16.00/Hour
Miscellaneous Facility Maintenance (Includes hanging paper towel dispensers or storage shelves)	\$16.00/Hour

Company Name:	Hi-Tec Building Services
Vendor ID:	*****6608
Vendor Signature:	
Date:	12/1/2015
Telephone Number:	888.345.5314
Cell Phone Number:	616.437.3234
Email:	bhogan@hitec-services.com



Location Specification Sheet

Agency:	Michigan Department of Transportation		
Building:	Niles Maintenance Garage		
Address:	33971 US-12, Niles, MI 49120		
Prosperity Region:	Southwest Michigan Prosperity Region		
County:	Berrien County		
MDOT Region and TSC:	Southwest / Coloma TSC		
DTMB Contract Administrator:	Lisa Crozier-Green	CrozierGreenL@michigan.gov	517-284-7042
MDOT Procurement Contact:	Mark Morrison	MorrisonM@michigan.gov	517-241-2343
TSC Program Manager:	Trace Plummer	PlummerT@michigan.gov	269-849-2394
Building Hours:	Monday - Friday. Summer 7:00 a.m. - 4:30 p.m. / Winter 5:00 a.m. - 3:30 p.m.		
Population:	16		
Visitors:	Few		
Basic Janitorial:	Tuesday and Friday - Summer after 4:00 p.m. / Winter after 3:30 p.m.		
Periodic Services:	Saturday Only 8:00 a.m. - 8:00 p.m.		
Billing:	Michigan Department of Transportation Coloma Transportation Service Center 3880 Red Arrow Highway Bentor Harbor, MI 49022		

Basic Janitorial Services	Square Feet	Surface Type	Number of Units	Daily	Weekly	Monthly
Building Square Feet:	20000+					
Number of Stories:			1			
Area to Be Cleaned:	4451					
Total Carpet Square Footage:						
High Traffic Carpet:						
Hallway:	179	Vinyl		X		
Foyer:	25	Vinyl	1	X		
Offices:	686	Vinyl	3	X		
Breakroom:	620	Vinyl	1	X		
Computer Room:	408	Concrete	1	X		
Restrooms:	1251	Ceramic	3	X		
Catwalk:	600	Concrete	1	X		
Janitors Closet:	36	Concrete	1	X		
Laundry Room:	165	Concrete	1	X		
Toilets:			4	X		
Urinals:			3	X		
Sinks:			5	X		
Showers:			2	X		
Exterior Areas:				X		
Periodic Services			Monthly	Quarterly	Semi	Annual
Vacuum Heating Outlets and Air Diffusers					X	
Scrub and Reseal Hard Surface Floors					X	
Clean Light Fixture Lenses					X	
Vacuum Partition Walls					X	
Wash Interior and Exterior Windows					X	
Steam Clean Carpet - Full Contract Area					X	
Bathroom Wall and Floor Deep Scrub					X	



Niles Maintenance Garage Price					
Use Flat Hourly Rate. Do Not Include Wage Overhead. Include wage overhead in Insurance / Benefits					
Type of Cleaning	Employees	Hours	Hourly Rate	Working Days	Total
Daytime				104	\$ -
Nighttime	1	1.5	\$9.00	104	\$ 1,404.00
Supervisor	1	2	\$18.00	20	\$ 720.00
Total Cleaning Cost					\$ 2,124.00
Insurance and Benefits					\$ 412.37
Supplies and Rentals					\$268.00
Profit					\$ 1,395.63
Annual Total					\$ 4,200.00
Monthly Total					\$ 350.00

Periodic Services	Price per Service	Supplies per Service	Equipment per Service	Annual Total
Vacuum and Clean Air Ducts and Diffusers				\$ -
Scrub and Reseal Hard Surface Floors	\$680.00			\$ 1,360.00
Clean Light Fixture Lenses	\$25.00			\$ 50.00
Vacuum Partition Walls				\$ -
Wash Interior and Exterior Windows	\$25.00			\$ 50.00
Steam Clean Carpet - Full Contract Area				\$ -
Bathroom Wall and Floor Deep Scrub				\$ -
Other				\$ -
Periodic Total				\$ 1,460.00
Annual Total				\$ 5,660.00
Term of Contract				\$ 16,980.00

Additional Services Price by the Hour	
Emergency Services (Includes cleaning services for emergency situations such as restroom overflow, etc.)	\$16.00/Hour
Infectious Disease Control (Refer to Schedule A, Statement of Work, for specifications)	\$16.00/Hour
Miscellaneous Facility Maintenance (Includes hanging paper towel dispensers or storage shelves)	\$16.00/Hour

Company Name:	Hi-Tec Building Services
Vendor ID:	*****6608
Vendor Signature:	
Date:	12/1/2015
Telephone Number:	888.345.5314
Cell Phone Number:	616.437.3234
Email:	bhogan@hitec-services.com



Location Specification Sheet

Agency:	Michigan Department of Transportation		
Building:	Sawyer Maintenance Garage		
Address:	5948 Sawyer Road, Sawyer, MI 49125		
Prosperity Region:	Southwest Michigan Prosperity Region		
County:	Berrien County		
MDOT Region and TSC:	Southwest / Coloma TSC		
DTMB Contract Administrator:	Lisa Crozier-Green	CrozierGreenL@michigan.gov	517-284-7042
MDOT Procurement Contact:	Mark Morrison	MorrisonM@michigan.gov	517-241-2343
TSC Program Manager:	Trace Plummer	PlummerT@michigan.gov	269-849-2394
Building Hours:	Monday - Friday. Summer 7:00 a.m. - 3:30 p.m. Winter 5:00 a.m. - 1:30 p.m.		
Population:	6		
Visitors:	Few		
Basic Janitorial:	Tuesday and Friday. Summer after 4:00 p.m. Winter after 1:30 p.m.		
Periodic Services:	Weekend - T/B/D		
Billing:	Michigan Department of Transportation Coloma Transportation Service Center 3880 Red Arrow Highway Bentor Harbor, MI 49022		

Basic Janitorial Services	Square Feet	Surface Type	Number of Units	Daily	Weekly	Monthly
Building Square Feet:	20000+					
Number of Stories:			1			
Area to Be Cleaned:	4003					
Total Carpet Square Footage:						
High Traffic Carpet:						
Hallway:	182	Vinyl		X		
Foyer:	49	Vinyl	1	X		
Offices:	518	Vinyl	3	X		
Breakroom:	777	Vinyl	1	X		
Computer Room:	408	Concrete	1	X		
Restrooms:	1179	Ceramic	3	X		
Catwalk:	630	Concrete	1	X		
Janitors Closet:	16	Concrete	1	X		
Furnace Room:	244	Concrete	1	X		
Toilets:			5	X		
Urinals:			0			
Sinks:			6	X		
Showers:			2	X		
Exterior Areas:				X		
Periodic Services			Monthly	Quarterly	Semi	Annual
Vacuum Heating Outlets and Air Diffusers					X	
Scrub and Reseal Hard Surface Floors					X	
Clean Light Fixture Lenses					X	
Vacuum Partition Walls					X	
Wash Interior and Exterior Windows					X	
Steam Clean Carpet - Full Contract Area					X	
Bathroom Wall and Floor Deep Scrub					X	



Sawyer Maintenance Garage Price Quote					
Use Flat Hourly Rate. Do Not Include Wage Overhead. Include wage overhead in Insurance / Benefits					
Type of Cleaning	Employees	Hours	Hourly Rate	Working Days	Total
Daytime				104	\$ -
Nighttime	1	1.5	\$10.00	104	\$ 1,560.00
Supervisor	1	2	\$18.00	20	\$ 720.00
Total Cleaning Cost					\$ 2,280.00
Insurance and Benefits					\$ 493.02
Supplies and Rentals					\$ 456.60
Profit					\$ 910.38
Annual Total					\$ 4,140.00
Monthly Total					\$ 345.00
Periodic Services		Price per Service	Supplies per Service	Equipment per Service	Annual Total
Vacuum and Clean Air Ducts and Diffusers					\$ -
Scrub and Reseal Hard Surface Floors		\$ 687.00			\$ 1,374.00
Clean Light Fixture Lenses		\$ 25.00			\$ 50.00
Vacuum Partition Walls					\$ -
Wash Interior and Exterior Windows		\$ 25.00			\$ 50.00
Steam Clean Carpet - Full Contract Area					\$ -
Bathroom Wall and Floor Deep Scrub					\$ -
Other					\$ -
Periodic Total					\$ 1,474.00
Annual Total					\$ 5,614.00
Term of Contract					\$ 16,842.00
Additional Services Price by the Hour					
Emergency Services (Includes cleaning services for emergency situations such as restroom overflow, etc.)					\$16.00/Hr
Infectious Disease Control (Refer to Schedule A, Statement of Work, for specifications)					\$16.00/Hr
Miscellaneous Facility Maintenance (Includes hanging paper towel dispensers or storage shelves)					\$16.00/Hr
Company Name:	Hi-Tec Building Services				
Vendor ID:	*****6608				
Vendor Signature:					
Date:	12/1/2015				
Telephone Number:	888.345.5314				
Cell Phone Number:	616.437.3234				
Email:	bhogan@hitec-services.com				



Location Specification Sheet

Agency:	Michigan Department of Transportation		
Building:	South Haven Garage		
Address:	09235 Blue Star Highway, South Haven, MI 49090		
Prosperity Region:	Southwest Michigan Prosperity Region		
County:	Berrien County		
MDOT Region and TSC:	Southwest / Coloma TSC		
DTMB Contract Administrator:	Lisa Crozier-Green	CrozierGreenL@michigan.gov	517-284-7042
MDOT Procurement Contact:	Mark Morrison	MorrisonM@michigan.gov	517-241-2343
TSC Program Manager:	Trace Plummer	PlummerT@michigan.gov	269-849-2394
Building Hours:	Monday - Friday. Summer 6:00 a.m. - 4:30 p.m. Winter 5:00 a.m. - 1:30 p.m.		
Population:	7		
Visitors:	Few		
Basic Janitorial:	Tuesday and Friday. Summer after 4:00 p.m. Winter after 1:30 p.m.		
Periodic Services:	Weekend - T/B/D		
Billing:	Michigan Department of Transportation Coloma Transportation Service Center 3880 Red Arrow Highway Bentor Harbor, MI 49022		

Basic Janitorial Services	Square Feet	Surface Type	Number of Units	Daily	Weekly	Monthly
Building Square Feet:	20000+					
Number of Stories:			1			
Area to Be Cleaned:	2752					
Total Carpet Square Footage:						
High Traffic Carpet:						
Hallway:	314	Vinyl		X		
Foyer:	0	Vinyl				
Offices:	375	Vinyl	3	X		
Breakroom:	437	Vinyl	1	X		
Computer Room:	0					
Restrooms:	744	Ceramic	3	X		
Catwalk:	650	Concrete	1	X		
Janitors Closet:	42	Concrete	1	X		
Furnace Room:	190	Concrete	1	X		
Toilets:			5	X		
Urinals:			0			
Sinks:			4	X		
Showers:			2	X		
Exterior Areas:				X		
Periodic Services			Monthly	Quarterly	Semi	Annual
Vacuum Heating Outlets and Air Diffusers					X	
Scrub and Reseal Hard Surface Floors					X	
Clean Light Fixture Lenses					X	
Vacuum Partition Walls					X	
Wash Interior and Exterior Windows					X	
Steam Clean Carpet - Full Contract Area					X	
Bathroom Wall and Floor Deep Scrub					X	



South Haven Garage Price					
Use Flat Hourly Rate. Do Not Include Wage Overhead. Include wage overhead in Insurance / Benefits					
Type of Cleaning	Employees	Hours	Hourly Rate	Working Days	Total
Daytime				104	\$ -
Nighttime	1	1	\$10.00	104	\$ 1,040.00
Supervisor	1	2	\$18.00	20	\$ 720.00
Total Cleaning Cost					\$ 1,760.00
Insurance and Benefits					\$ 440.84
Supplies and Rentals					\$ 496.40
Profit					\$ 1,142.76
Annual Total					\$ 3,840.00
Monthly Total					\$ 320.00

Periodic Services	Price per Service	Supplies per Service	Equipment per Service	Annual Total
Vacuum and Clean Air Ducts and Diffusers				\$ -
Scrub and Reseal Hard Surface Floors	\$507.00			\$ 1,014.00
Clean Light Fixture Lenses	\$25.00			\$ 50.00
Vacuum Partition Walls				\$ -
Wash Interior and Exterior Windows	\$25.00			\$ 50.00
Steam Clean Carpet - Full Contract Area				\$ -
Bathroom Wall and Floor Deep Scrub				\$ -
Other				\$ -
Periodic Total				\$ 1,114.00
Annual Total				\$ 4,954.00
Term of Contract				\$ 14,862.00

Additional Services Price by the Hour	
Emergency Services (Includes cleaning services for emergency situations such as restroom overflow, etc.)	\$16.00/Hour
Infectious Disease Control (Refer to Schedule A, Statement of Work, for specifications)	\$16.00/Hour
Miscellaneous Facility Maintenance (Includes hanging paper towel dispensers or storage shelves)	\$16.00/Hour

Company Name:	Hi-Tec Building Services
Vendor ID:	*****6608
Vendor Signature:	
Date:	12/1/2015
Telephone Number:	888.345.5314
Cell Phone Number:	616.437.3234
Email:	bhogan@hitec-services.com



Location Specification Sheet

Agency:	Michigan Department of Transportation		
Building:	Marshall Maintenance Garage		
Address:	1242 Kalamazoo Avenue, Marshall, MI 49068		
Prosperity Region:	Southwest Michigan Prosperity Region		
County:	Calhoun County		
MDOT Region and TSC:	Southwest / Marshall TSC		
DTMB Contract Administrator:	Lisa Crozier-Green	CrozierGreenL@michigan.gov	517-284-7042
MDOT Procurement Contact:	Mark Morrison	MorrisonM@michigan.gov	517-241-2343
TSC Program Manager:	Al Bessey	BesseyA@michigan.gov	269-209-5607
Building Hours:	Monday - Friday. Summer 6:00 a.m. - 4:30 p.m. Winter 5:00 a.m. - 1:30 p.m.		
Population:	10		
Visitors:	Few		
Basic Janitorial:	Tuesday and Thursday. Summer after 4:00 p.m. Winter after 1:30 p.m.		
Periodic Services:	Wednesday / Optional Saturday		
Billing:	Michigan Department of Transportation Marshall Transportation Service Center 15300 W. Michigan Ave. Marshall, MI 49068		

Basic Janitorial Services	Square Feet	Surface Type	Number of Units	Daily	Weekly	Monthly	
Building Square Feet:	20000+						
Number of Stories:			1				
Area to Be Cleaned:	2752						
Total Carpet Square Footage:							
High Traffic Carpet:							
Hallway:	314	Vinyl		X			
Foyer:							
Offices:	868	Vinyl	3	X			
Breakroom:	256	Vinyl	1	X			
Computer Room:							
Restrooms:	416	Ceramic	3	X			
Catwalk:	650	Concrete	1	X			
Janitors Closet:							
Furnace Room:							
Toilets:			3	X			
Urinals:			0				
Sinks:			3	X			
Showers:							
Exterior Areas:				X			
Periodic Services				Monthly	Quarterly	Semi	Annual
Vacuum Heating Outlets and Air Diffusers						X	
Scrub and Reseal Hard Surface Floors						X	
Clean Light Fixture Lenses						X	
Vacuum Partition Walls						X	
Wash Interior and Exterior Windows						X	
Steam Clean Carpet - Full Contract Area						X	
Bathroom Wall and Floor Deep Scrub						X	



Marshall Maintenance Garage Price					
Use Flat Hourly Rate. Do Not Include Wage Overhead. Include wage overhead in Insurance / Benefits					
Type of Cleaning	Employees	Hours	Hourly Rate	Working Days	Total
Daytime				104	\$ -
Nighttime	1	1	\$10.00	104	\$ 1,040.00
Supervisor	1	2	\$18.00	20	\$ 720.00
Total Cleaning Cost					\$ 1,760.00
Insurance and Benefits					\$ 472.84
Supplies and Rentals					\$ 489.40
Profit					\$ 1,117.76
Annual Total					\$ 3,840.00
Monthly Total					\$ 320.00
Periodic Services		Price per Service	Supplies per Service	Equipment per Service	Annual Total
Vacuum and Clean Air Ducts and Diffusers					\$ -
Scrub and Reseal Hard Surface Floors		\$ 648.00			\$ 1,296.00
Clean Light Fixture Lenses		\$ 25.00			\$ 50.00
Vacuum Partition Walls					\$ -
Wash Interior and Exterior Windows		\$ 25.00			\$ 50.00
Steam Clean Carpet - Full Contract Area					\$ -
Bathroom Wall and Floor Deep Scrub					\$ -
Other					\$ -
Periodic Total					\$ 1,396.00
Annual Total					\$ 5,236.00
Term of Contract					\$ 15,708.00
Additional Services Price by the Hour					
Emergency Services (Includes cleaning services for emergency situations such as restroom overflow, etc.)					\$16.00/Hour
Infectious Disease Control (Refer to Schedule A, Statement of Work, for specifications)					\$16.00/Hour
Miscellaneous Facility Maintenance (Includes hanging paper towel dispensers or storage shelves)					\$16.00/Hour
Company Name:	Hi-Tec Building Services				
Vendor ID:	*****6608				
Vendor Signature:					
Date:	12/1/2015				
Telephone Number:	888.345.5314				
Cell Phone Number:	616.437.3234				
Email:	bhogan@hitec-services.com				



Location Specification Sheet

Agency:	Michigan Department of Transportation		
Building:	Jones Maintenance Garage		
Address:	61535 M-40, Jones, MI 49061		
Prosperity Region:	Southwest Michigan Prosperity Region		
County:	Cass County		
MDOT Region and TSC:	Southwest / Marshall TSC		
DTMB Contract Administrator:	Lisa Crozier-Green	CrozierGreenL@michigan.gov	517-284-7042
MDOT Procurement Contact:	Mark Morrison	MorrisonM@michigan.gov	517-241-2343
TSC Program Manager:	Al Bessey	BesseyA@michigan.gov	269-209-5607
Building Hours:	Monday - Friday. Summer 6:00 a.m. - 4:30 p.m. Winter 5:00 a.m. - 2:30 p.m.		
Population:	16		
Visitors:	Few		
Basic Janitorial:	Monday and Friday. Summer after 4:00 p.m. Winter after 2:30 p.m.		
Periodic Services:	Wednesday / Optional Saturday		
Billing:	Michigan Department of Transportation Marshall Transportation Service Center 15300 W. Michigan Ave. Marshall, MI 49068		

Basic Janitorial Services	Square Feet	Surface Type	Number of Units	Daily	Weekly	Monthly
Building Square Feet:	20000+					
Number of Stories:			1			
Area to Be Cleaned:	2752					
Total Carpet Square Footage:						
High Traffic Carpet:						
Hallway:				X		
Foyer:						
Offices:	945	Vinyl	3	X		
Breakroom:	480	Vinyl	1	X		
Computer Room:						
Restrooms:	768	Ceramic	3	X		
Catwalk:	485	Concrete	1	X		
Janitors Closet:						
Furnace Room:	304	Concrete	1	X		
Toilets:			4	X		
Urinals:			2	X		
Sinks:			4	X		
Showers:						
Exterior Areas:				X		

Periodic Services	Monthly	Quarterly	Semi	Annual
Vacuum Heating Outlets and Air Diffusers			X	
Scrub and Reseal Hard Surface Floors			X	
Clean Light Fixture Lenses			X	
Vacuum Partition Walls			X	
Wash Interior and Exterior Windows			X	
Steam Clean Carpet - Full Contract Area			X	
Bathroom Wall and Floor Deep Scrub			X	



Jones Maintenance Garage Price					
Use Flat Hourly Rate. Do Not Include Wage Overhead. Include wage overhead in Insurance / Benefits					
Type of Cleaning	Employees	Hours	Hourly Rate	Working Days	Total
Daytime				104	\$ -
Nighttime	1	1	\$15.00	104	\$ 1,560.00
Supervisor	1	2	\$18.00	20	\$ 720.00
Total Cleaning Cost					\$ 2,280.00
Insurance and Benefits					\$ 543.02
Supplies and Rentals					\$ 539.60
Profit					\$ 1,197.38
Annual Total					\$ 4,560.00
Monthly Total					\$ 380.00

Periodic Services	Price per Service	Supplies per Service	Equipment per Service	Annual Total
Vacuum and Clean Air Ducts and Diffusers				\$ -
Scrub and Reseal Hard Surface Floors	\$ 642.00			\$ 1,284.00
Clean Light Fixture Lenses	\$ 25.00			\$ 50.00
Vacuum Partition Walls				\$ -
Wash Interior and Exterior Windows	\$ 25.00			\$ 50.00
Steam Clean Carpet - Full Contract Area				\$ -
Bathroom Wall and Floor Deep Scrub				\$ -
Other				\$ -
Periodic Total				\$ 1,384.00
Annual Total				\$ 5,944.00
Term of Contract				\$ 17,832.00

Additional Services Price by the Hour	
Emergency Services (Includes cleaning services for emergency situations such as restroom overflow, etc.)	\$16.00/Hr
Infectious Disease Control (Refer to Schedule A, Statement of Work, for specifications)	\$16.00/Hr
Miscellaneous Facility Maintenance (Includes hanging paper towel dispensers or storage shelves)	\$16.00/Hr

Company Name:	hi-Tec Building Services
Vendor ID:	*****6608
Vendor Signature:	
Date:	12/1/2015
Telephone Number:	888.345.5314
Cell Phone Number:	616.437.3234
Email:	bhogan@hitec-services.com



Location Specification Sheet

Agency:	Michigan Department of Transportation		
Building:	Kalamazoo Maintenance Garage		
Address:	5673 West Main, Kalamazoo, MI 49009		
Prosperity Region:	Southwest Michigan Prosperity Region		
County:	Kalamazoo County		
MDOT Region and TSC:	Southwest / Kalamazoo TSC		
DTMB Contract Administrator:	Lisa Crozier-Green	CrozierGreenL@michigan.gov	517-284-7042
MDOT Procurement Contact:	Mark Morrison	MorrisonM@michigan.gov	517-241-2343
TSC Program Manager:	Mike Streeter	StreeterM@michigan.gov	269-217-7785
Building Hours:	Monday - Friday. Summer 6:00 a.m. - 4:30 p.m. Winter 5:00 a.m. - 1:30 p.m.		
Population:	18		
Visitors:	Few		
Basic Janitorial:	Tuesday and Friday. Summer after 4:00 p.m. Winter after 1:30 p.m.		
Periodic Services:	Tuesday after 4:30 p.m. or Saturday 8:00 a.m. - Complete		

Billing: Michigan Department of Transportation
 Kalamazoo Transportation Service Center
 5372 South 9th St.
 Kalamazoo, MI 49009

Basic Janitorial Services	Square Feet	Surface Type	Number of Units	Daily	Weekly	Monthly	
Building Square Feet:	20000+						
Number of Stories:			1				
Area to Be Cleaned:	3615						
Total Carpet Square Footage:							
High Traffic Carpet:							
Hallway:				X			
Foyer:							
Offices:	690	Vinyl	3	X			
Breakroom:	640	Vinyl	1	X			
Wash Room:	136	Ceramic	1	X			
Restrooms:	885	Ceramic	2	X			
Catwalk:	1264	Concrete	1	X			
Janitors Closet:							
Furnace Room:							
Toilets:			4	X			
Urinals:			2	X			
Sinks:			4	X			
Showers:			2				
Exterior Areas:				X			
Periodic Services				Monthly	Quarterly	Semi	Annual
Vacuum Heating Outlets and Air Diffusers						X	
Scrub and Reseal Hard Surface Floors						X	
Clean Light Fixture Lenses						X	
Vacuum Partition Walls						X	
Wash Interior and Exterior Windows						X	
Steam Clean Carpet - Full Contract Area						X	
Bathroom Wall and Floor Deep Scrub						X	



Kalamazoo Maintenance Garage Price					
Use Flat Hourly Rate. Do Not Include Wage Overhead. Include wage overhead in Insurance / Benefits					
Type of Cleaning	Employees	Hours	Hourly Rate	Working Days	Total
Daytime				104	\$ -
Nighttime	1	1.25	\$10.00	104	\$ 1,300.00
Supervisor	1	2	\$18.00	20	\$ 720.00
Total Cleaning Cost					\$ 2,020.00
Insurance and Benefits					\$ 502.42
Supplies and Rentals					\$ 575.20
Profit					\$ 1,222.38
Annual Total					\$ 4,320.00
Monthly Total					\$ 360.00

Periodic Services	Price per Service	Supplies per Service	Equipment per Service	Annual Total
Vacuum and Clean Air Ducts and Diffusers				\$ -
Scrub and Reseal Hard Surface Floors	\$ 600.00			\$ 1,200.00
Clean Light Fixture Lenses	\$ 25.00			\$ 50.00
Vacuum Partition Walls				\$ -
Wash Interior and Exterior Windows	\$ 25.00			\$ 50.00
Steam Clean Carpet - Full Contract Area				\$ -
Bathroom Wall and Floor Deep Scrub				\$ -
Other				\$ -
Periodic Total				\$ 1,300.00
Annual Total				\$ 5,620.00
Term of Contract				\$ 16,860.00

Additional Services Price by the Hour	
Emergency Services (Includes cleaning services for emergency situations such as restroom overflow, etc.)	\$16.00/Hr
Infectious Disease Control (Refer to Schedule A, Statement of Work, for specifications)	\$16.00/Hr
Miscellaneous Facility Maintenance (Includes hanging paper towel dispensers or storage shelves)	\$16.00/Hr

Company Name:	Hi-Tec Building Services
Vendor ID:	*****6608
Vendor Signature:	
Date:	12/1/2015
Telephone Number:	888.345.5314
Cell Phone Number:	616.437.3234
Email:	bhogan@hitec-services.com



Location Specification Sheet

Agency:	Michigan Department of Transportation		
Building:	Paw Paw Central Repair		
Address:	1003 East Michigan Avenue, Paw Paw, MI 49079		
Prosperity Region:	Southwest Michigan Prosperity Region		
County:	Kalamazoo County		
MDOT Region and TSC:	Southwest / Kalamazoo TSC		
DTMB Contract Administrator:	Lisa Crozier-Green	CrozierGreenL@michigan.gov	517-284-7042
MDOT Procurement Contact:	Mark Morrison	MorrisonM@michigan.gov	517-241-2343
TSC Program Manager:	Mike Streeter	StreeterM@michigan.gov	269-217-7785
Building Hours:	Monday - Friday. Summer 6:00 a.m. - 4:30 p.m. Winter 5:00 a.m. - 1:30 p.m.		
Population:	18		
Visitors:	Few		
Basic Janitorial:	Monday and Friday. Summer and Winter after 4:00 p.m.		
Periodic Services:	Tuesday after 4:30 p.m. or Saturday 8:00 a.m. - Complete		
Billing:	Michigan Department of Transportation Kalamazoo Transportation Service Center 5372 South 9th St. Kalamazoo, MI 49009		

Basic Janitorial Services	Square Feet	Surface Type	Number of Units	Daily	Weekly	Monthly	
Building Square Feet:	20000+						
Number of Stories:			1				
Area to Be Cleaned:	3667						
Total Carpet Square Footage:							
High Traffic Carpet:							
Hallway:							
Foyer:							
Offices:	544	Vinyl	2	X			
Breakroom:	656	Vinyl	1	X			
Wash Room:							
Restrooms:	1083	Ceramic	2	X			
Catwalk:	1128	Concrete	1	X			
Janitors Closet:	256	Vinyl	1	X			
Furnace Room:							
Toilets:			6	X			
Urinals:			2	X			
Sinks:			6	X			
Showers:			3	X			
Exterior Areas:				X			
Periodic Services				Monthly	Quarterly	Semi	Annual
Vacuum Heating Outlets and Air Diffusers						X	
Scrub and Reseal Hard Surface Floors						X	
Clean Light Fixture Lenses						X	
Vacuum Partition Walls						X	
Wash Interior and Exterior Windows						X	
Steam Clean Carpet - Full Contract Area						X	
Bathroom Wall and Floor Deep Scrub						X	



Paw Paw Central Repair Price					
Use Flat Hourly Rate. Do Not Include Wage Overhead. Include wage overhead in Insurance / Benefits					
Type of Cleaning	Employees	Hours	Hourly Rate	Working Days	Total
Daytime				104	\$ -
Nighttime	1	1.25	\$10.00	104	\$ 1,300.00
Supervisor	1	2	\$18.00	20	\$ 720.00
Total Cleaning Cost					\$ 2,020.00
Insurance and Benefits					\$ 502.42
Supplies and Rentals					\$ 575.20
Profit					\$ 1,222.38
Annual Total					\$ 4,320.00
Monthly Total					\$ 360.00
Periodic Services		Price per Service	Supplies per Service	Equipment per Service	Annual Total
Vacuum and Clean Air Ducts and Diffusers					\$ -
Scrub and Reseal Hard Surface Floors		\$ 660.00			\$ 1,320.00
Clean Light Fixture Lenses		\$ 25.00			\$ 50.00
Vacuum Partition Walls					\$ -
Wash Interior and Exterior Windows		\$ 25.00			\$ 50.00
Steam Clean Carpet - Full Contract Area					\$ -
Bathroom Wall and Floor Deep Scrub					\$ -
Other					\$ -
Periodic Total					\$ 1,420.00
Annual Total					\$ 5,740.00
Term of Contract					\$ 17,220.00
Additional Services Price by the Hour					
Emergency Services (Includes cleaning services for emergency situations such as restroom overflow, etc.)					\$16.00/Hour
Infectious Disease Control (Refer to Schedule A, Statement of Work, for specifications)					\$16.00/Hour
Miscellaneous Facility Maintenance (Includes hanging paper towel dispensers or storage shelves)					\$16.00/Hour
Company Name:	Hi-Tec Building Services				
Vendor ID:	*****6608				
Vendor Signature:					
Date:	12/1/2015				
Telephone Number:	888.345.5314				
Cell Phone Number:	616.437.3234				
Email:	bhogan@hitec-services.com				



Location Specification Sheet

Agency:	Michigan Department of Transportation		
Building:	Kalamazoo Region Maintenance / Kalamazoo Special Crews and M&T Lab		
Address:	6345 American Avenue, Portage, MI 49001		
Prosperity Region:	Southwest Michigan Prosperity Region		
County:	Kalamazoo County		
MDOT Region and TSC:	Southwest / Kalamazoo TSC		
DTMB Contract Administrator:	Lisa Crozier-Green	CrozierGreenL@michigan.gov	517-284-7042
MDOT Procurement Contact:	Mark Morrison	MorrisonM@michigan.gov	517-241-2343
TSC Program Manager:	Mike Streeter	StreeterM@michigan.gov	269-217-7785
Building Hours:	Monday - Friday. Summer 6:00 a.m. - 4:30 p.m. Winter 5:00 a.m. - 1:30 p.m.		
Population:	20 - 25		
Visitors:	Few		
Basic Janitorial:	Tuesday and Thursday, after 4:30 p.m.		
Periodic Services:	Tuesday after 4:30 p.m. or Saturday 8:00 a.m. - Complete		
Billing:	Michigan Department of Transportation Kalamazoo Transportation Service Center 5372 South 9th St. Kalamazoo, MI 49009		

Basic Janitorial Services	Square Feet	Surface Type	Number of Units	Daily or Each Service	Weekly	Monthly
Building Square Feet:	20000+					
Number of Stories:			1			
Area to Be Cleaned:	5387					
Total Carpet Square Footage:	939	Carpet		X		
High Traffic Carpet:	939	Carpet		X		
Hallway:	729	Vinyl		X		
Foyer:	52	Vinyl		X		
Offices:	544	Vinyl	2	X		
Breakroom:	656	Vinyl	1	X		
Wash Room:	N/A					
Restrooms:	1083	Ceramic	2	X		
Catwalk:	1128	Concrete	1	X		
Janitors Closet:	256	Vinyl	1	X		
Furnace Room:	N/A					
Toilets:			6	X		
Urinals:			2	X		
Sinks:			6	X		
Showers:			3	X		
Exterior Areas:				X		

Periodic Services	Monthly	Quarterly	Semi	Annual
Vacuum Heating Outlets and Air Diffusers			X	
Strip and Rewax Vinyl Floors - Special Crews				X
Strip and Rewax Vinyl Floors - M&T Lab				X
Clean Light Fixture Lenses			X	
Vacuum Partition Walls			X	
Wash Interior and Exterior Windows - Special Crews				X
Wash Interior and Exterior Windows - M&T Lab				X
Steam Clean Carpet - Full Contract Area			X	
Bathroom Wall and Floor Deep Clean			X	



Kalamazoo Region Office / Special Crews and M&T Lab Price					
Use Flat Hourly Rate. Do Not Include Wage Overhead. Include wage overhead in Insurance / Benefits					
Type of Cleaning	Employees	Hours	Hourly Rate	Working Days	Total
Daytime				104	\$ -
Nighttime	1	3	\$9.00	104	\$ 2,808.00
Supervisor	1	1	\$22.00	20	\$ 440.00
Total Cleaning Cost					\$ 3,248.00
Insurance and Benefits					\$ 610.00
Supplies and Rentals					\$ 700.00
Profit					\$ 2,642.00
Annual Total					\$ 7,200.00
Monthly Total					\$ 600.00

Periodic Services	Price per Service	Supplies per Service	Equipment per Service	Annual Total
Vacuum and Clean Air Ducts and Diffusers				\$ -
Strip and Rewax Vinyl Floors - Special Crews	\$ 375.00			\$ 375.00
Strip and Rewax Vinyl Floors - M&T Lab	\$275.00			\$275.00
Clean Light Fixture Lenses				\$ -
Vacuum Partition Walls				\$ -
Wash Interior and Exterior Windows - Special Crews	\$ 48.00			\$ 48.00
Wash Interior and Exterior Windows - M&T Lab	\$ 40.00			\$ 40.00
Steam Clean Carpet - Full Contract Area	\$ 100.00			\$ 200.00
Bathroom Wall and Floor Deep Scrub				\$ -
Other				\$ -
Periodic Total				\$ 938.00
Annual Total				\$ 8,138.00
Term of Contract				\$ 24,414.00

Additional Services Price by the Hour	
Emergency Services (Includes cleaning services for emergency situations such as restroom overflow, etc.)	\$ 16.00
Infectious Disease Control (Refer to Schedule A, Statement of Work, for specifications)	\$ 16.00
Miscellaneous Facility Maintenance (Includes hanging paper towel dispensers or storage shelves)	\$ 16.00

Company Name:	Hi-Tec Building Services, Inc.
Vendor ID:	*****6608
Vendor Signature:	
Date:	
Telephone Number:	888-345-5314 x 102
Cell Phone Number:	
Email:	brian@hitec-services.com