STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. Allegan, Lansing MI 48913
P.O. Box 30026, Lansing, MI 48909

NOTICE OF CONTRACT

CONTRACT NO. **071B7700043**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	DeAngelo Brothers, LLC
	100 North Conahan Drive
	Hazleton, PA 18201
	Dennis Walters
	954.553.3814
	dennis.walters@dbiservices.com
	2783

STATE	Program Manager	Various	MDOT
		Various	
		Various	
	Contract Administrator	Jared Ambrosier	DTMB
		517-284-6398	
		ambrosierj@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Rest Area and Roadside Park Janitorial			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
11/1/2016	10/30/2020	1, One Year	
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45 Days		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
This is contract is the result of RFP 007116B0008857.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		$1,167,504.00	

Contract Number: **071B7700049.**

Program Managers
for
Multi-Agency & Statewide Contracts

	AGENCY	NAME	PHONE	EMAIL
1	MDOT	Ron Jackson	313-375-2441	Jacksonr2@michigan.gov
2	MDOT	Bob Batt	517-750-0410	battb@michigan.gov

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and DeAngelo Brothers, LLC ("**Contractor**"), a Pennsylvania Company. This Contract is effective on November 1 2016 ("**Effective Date**"), and unless terminated, expires on October 30 2020.

This Contract may be renewed for up to one additional one year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

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

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

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

   Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever 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:	If to Contractor:
Jared Ambrosier ambrosierj@michigan.gov 517-284-6398	Wendy Yannuzzi Procurement Coordinator 100 North Conahan Drive, Hazleton, PA 18201 570-459-1112 Ext. 6220 wyannuzzi@dbiservices.com

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

State:	Contractor:
Jared Ambrosier ambrosierj@michigan.gov 517-284-6398	Joseph G. Ferguson,

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

State:	Contractor:
See attached program manager list	Dennis Walters 954.553.3814 dennis.walters@dbiservices.com

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 Exhibit 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.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimal Limits: $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 Deductible Maximum: $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	
Minimal Limits: $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	
Minimal Limits: $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	
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.

Employers Liability Insurance	
Minimal Limits: $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.** Upon request, 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 Exhibit 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 Exhibit 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. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.

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 Exhibit 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 Exhibit 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. **Non-Disclosure of Confidential Information**. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. **Reserved**

34. **Reserved**

35. **Reserved**

36. **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.

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

40. **Reserved**

41. **Reserved**

42. **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.

43. **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.

44. **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.

45. **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.

46. **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.

47. **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.

48. **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.

49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

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

51. **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.

52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

53. **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.

54. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

STATE OF MICHIGAN

Schedule A

STATEMENT OF WORK

CONTRACT ACTIVITIES

SCOPE

This contract is for Janitorial and Grounds Maintenance Services for Roadside Parks and Rest Areas at the Belleville, Cherry Hill and Jonesville MDOT locations.

1.1. SPECIFICATIONS - Following is a list of general areas and general cleaning specifications.

A. General Requirements

1. The Contractor must 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 the Location Specification Sheets. The required objective is to maintain the facilities in such a manner that the location provides a clean, healthy and safe work environment for occupants and visitors of State-owned or leased facilities.
   - i) The Contractor shall furnish all grounds maintenance equipment, including, but not limited to:
     - (1) Gas powered mowers
     - (2) Gas powered edging machines
     - (3) Gas powered string trimmers
     - (4) Gas powered portable blowers
     - (5) Brooms, leaf rakes and other hand tools as needed
   - ii) The Contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform all tasks in an acceptable manner. The equipment furnished by the Contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times. Equipment that, in any way, pulls or rips grass, or damages the turf, shall not be allowed to operate under this specification. All equipment will be of such a type so that the height of cut can be adjusted to three inches.
   - iii) Under no circumstances shall the State be responsible for any theft, vandalism or damage to the Contractor's equipment.
   - iv) The Contractor's equipment WILL NOT be stored on State property for any reason. If poor weather forces delays and the Contractor does not finish a lawn maintenance cycle in one working day, the equipment shall be removed from State property until such time as the weather permits completing the cycle.
2. In addition to what is outlined , the Contractor shall also furnish
   - i) Maintenance equipment, gardening and watering equipment for maintaining landscape beds and are responsible for the maintenance thereof.
   - ii) All snow removal equipment necessary to maintain all sidewalks free from ice and snow including, but not limited to:
     - (1) A minimum four horse power (4 HP) 2-stage snow blower
     - (2) Two snow shovels, minimum 24" wide
     - (3) ice scrapers
     - (4) Broadcast spreader
   - iii) Adequate, proper training for all attendants.
   - iv) Any permits, licenses, certificates, or fees required for the performance of the work, shall be obtained and paid for by the Contractor.
   - v) All supplies, used by the public and materials necessary for cleaning, purchased must meet specifications outlined in the "Approved Material List".
   - vi) The Program Manager shall have the right to inspect all equipment and materials, which is to be used in carrying out the terms of the Contract. Any such equipment or materials, which do not comply with local, state and federal codes, or with the Contract, may be rejected.

3. The State reserves the right to modify the services required under this contract to meet the State of Michigan's future needs including adding additional locations within the regions.
4. The State of Michigan will not pay for unperformed services.
5. The Contractor and/or individual employees DO NOT have the authority to permit any use of the facility. The Contractor and/or employee shall report any activity of which they were not previously aware to the Program Manager as soon as possible.
6. It is not the intent of the State to close a rest area for other than emergency and/or reconstruction reasons unless specifically noted in this document. If necessary, and upon approval of the Program Manager, the Contractor may be instructed to temporarily close the rest area for adverse weather conditions, mechanical failure or other emergency situations. If instructed to close the Rest Area, the Contractor will lock the doors and place the temporary "Building Closed" sign(s) in the lobby window(s), clearly visible to the public. If the facility is closed, the Contract shall be suspended until the facility is reopened. The Contractor shall be paid for all full days or partial days worked.
7. Seasonal Closure
   i) The State reserves the right to close Rest Areas during the winter due to budget constraints. The Program Manager will notify the Contractor 30 calendar days in advance of the scheduled closing date.

B. Rest Area Janitorial Requirements

1. Restrooms - Daily
   i) Primary cleaning, specified in the following, shall be completed between the hours of 6:00 A.M. to 8:00 A.M (Snow and ice removal shall be the first priority after replenishing supplies).
      (1) Close off washroom and place closed sign in front of door while cleaning, if necessary. Restroom shall be closed a maximum of 20 minutes in rest areas which only have one men's and women's bathrooms. All restrooms shall remain open except for cleaning.
      (2) Perform cleaning survey of all areas - note problems with lights, faucet leaks, flush valves, floor tiles, drains, etc. Fill out condition report.
      (3) Replenish supplies (toilet tissue, hand soap, etc.). Do not dilute hand soap with water.
      (4) Clean and disinfect door, door pulls, window, kick plates, etc.
      (5) Sanitary napkin receptacle - remove bag, disinfect container and install new bag.
      (6) Disinfect outside of toilets, top and bottom of seats, and flush valves. *Do not use acid bowl cleaner.*
      (7) Punch water out of toilet traps.
      (8) Apply acid bowl cleaner to johnny mop and clean inside of toilet bowl. Pay special attention to under the rim of the bowl.
      (9) Disinfect outside of urinals and flush valves. **Do not use acid bowl cleaner.**
      (10) Apply acid bowl cleaner to johnny mop and clean inside of urinal bowl. **Do not use on waterless Urinals**
      (11) Apply properly diluted cleaner to waterless urinal by misting onto the urinal surface and wiping away with a rag or sponge. Never apply cleaner directly to cartridge. Do not pour water or other liquid into the urinals.
      (12) Clean mirrors.
      (13) Clean and disinfect sinks, countertops, fixtures and front of vanity.
      (14) Wipe disinfectant from toilets, seats, flush valves and urinals.
      (15) Spot clean walls, ceilings and partitions - remove graffiti.
      (16) Pick up trash and sweep floor.
      (17) Empty rest room garbage cans.
      (18) Mop floors using liquid detergent disinfectant.
      (19) Place floor dryers as needed to dry floor prior to re-opening rest room
      (20) Report needed repairs to the Program Manager.
      (21) A 14 calendar day supply of supplies shall be on hand in the storage room at all times. Do not store additional supplies in storage room beyond the 14-day supply needs.

2. Spot clean and check condition of supplies throughout the day. Repeat any primary cleaning specifications necessary. Spot cleaning shall be completed as necessary and at a minimum every two hours from 8:00 AM until the end of the scheduled daily coverage. Increased frequency of spot cleaning will be required during periods of high use.
   i) Clean and sanitize all china fixtures.
   ii) Refill toilet tissue dispensers.
   iii) Wash walls around sinks and hand dryers.
   iv) Sweep floors and spot mop as needed.
   v) Remove writing from walls and stall partitions.
   vi) Check grounds and walks and spot clean as needed.
3. Restrooms – Weekly
   i) Disinfect and clean entire walls and partitions.
   ii) Remove and clean plastic light fixture covers with soap and water.
   iii) Clean window screens as needed.
4. Restrooms – Monthly cleaning shall be done only on Mondays – Thursdays.
   i) Scrub tile floors using 175 r.p.m. rotary floor machine, 15" dia. brush spread with 15", dia. "ZIM-GRIT" - Green ZZ scrubber pad or approved alternate.
      (1) Procedure:
         (a) Close restroom - sign properly displayed.
         (b) Sweep area thoroughly; remove gum or sticky substances with putty knife.
         (c) Fill bucket with carefully measured 20-36% E.P.A. registered phosphoric acid - base solution.
         (d) Place wet floor signs in area.
         (e) Liberally apply cleaning solution to floor with wet-mop.
         (f) Allow solution to dwell five minutes.
         (g) Scrub corners and areas machine will not reach with manual swivel scrub brush.
         (h) Pickup scrubbing solution with wet mop.
         (i) Empty bucket - refill with clean rinse water.
         (j) Rinse floor and corners thoroughly - change water often.
         (k) Pickup rinse water with dry mop.
         (l) Dry-mop, allow to dry, remove wet floor signs.
   ii) Wash restroom walls, partitions, toilets and urinals with portable pump-up sprayer.
      (1) Procedure:
         (a) Close restroom.
         (b) Remove all paper products.
         (c) Trip the circuit to hand dryers, and electrical outlets.
         (d) Cover all hand dryers, and electrical outlets with plastic duct tape.
         (e) Wear gloves and eye protection.
         (f) Prepare detergent-disinfectant solution according to manufacturers directions.
         (g) Apply cleaning solution to walls and partitions. (DO NOT SPRAY CEILING).
         (h) Wash toilets, urinals, flush valves.
         (i) Allow solution to dwell 10 minutes.
         (j) Rinse thoroughly with clean, warm water.
         (k) Wipe down walls, toilets, and urinals with clean cloth.
         (l) Dry mop floor.
   iii) Clean drains with approved disinfectant.
   iv) Completely clean ceiling vent covers.
   v) Turn off ceiling heaters (if present) and clean panels.
5. Lobby and Entrance Ways - Daily
   i) Empty trash receptacles, clean and disinfect inside and outside of all waste receptacles presenting a soiled or odorous condition.
   ii) Replace receptacle liners when torn or soiled.
   iii) Sweep and mop lobby and entrance floor with detergent disinfectant - proper signing necessary.
   iv) Vacuum entryway floor mats.
   v) Clean ash receptacles - remove cigarette butts from containers.

vi) Clean and disinfect drinking fountains.
vii) Pick up litter, papers, etc.
viii) Wash plastic map cases with mild soap and water (inside and outside surfaces) - do not use harsh chemicals or abrasive materials on plastic display windows, including map and display cases mounted on the outside of the building.
ix) Wash windows/doors that are accessible to public.
x) Spot clean ceilings.

6. Lobby and Entrance Ways – Monthly
   i) Wash all windows including upper level truss windows with squeegee (where applicable).
   ii) Clean ceiling and beams/trusses.
   iii) Turn off ceiling heaters and clean.
7. Entrance Ways and Sidewalks - Monthly (April - October)
   i) Powerwash entrance ways and sidewalk from building entrance to parking lot. Remove gum by spraying with an aerosol gum remover.
8. Storage Areas - Daily
   i) Pick up litter; keep storage area neat and tidy.
   ii) Record water use and phosphate/chlorination operation report, rest area incident report, rest area condition report and coffee break forms.
   iii) Dispose of used, empty cleaning bottles.
   iv) Visual inspection of all equipment (water heaters, pipes, furnace, etc.) for possible leaks.
9. Storage Areas – Weekly
   i) Sweep, mop floor and wipe equipment.
10. Storage Areas – Monthly
   i) Clean drains with approved disinfectant cleaner.

C. Roadside Park Janitorial Requirements

1. Daily
   i) Toilet building (Clean toilet building including floors, stools, seats, walls, and refill toilet tissue prior to 10:00a.m.).
      (1) Close building to public.
      (2) Clean cobwebs from inside and outside of building.
      (3) Sweep floor.
      (4) Either remove or cover toilet tissue to keep dry during cleanup.
      (5) Wash inside walls with a non-abrasive detergent - disinfectant.
      (6) Using a pump-up sprayer, spray toilet seat, lid, and toilet riser with detergent - disinfectant. Apply solution liberally; allow to dwell for five minutes.
      (7) After five minutes dwell time, scrub inside and outside of toilet riser with a long handled, stiff bristle brush; if the interior is fiberglass use a cloth or sponge to remove disinfectant.
      (8) Using the pump-up sprayer, rinse walls, toilet seat, lid and riser with **clean** water.
      (9) Mop floor with detergent - disinfectant.
      (10) Remove all excess water from floor surfaces.
      (11) Remove writing from walls by staining/painting on wood surfaces or using an acetone based graffiti remover on fiberglass walls.
      (12) Resupply toilet tissue.
      (13) Report any damages or problems to the MDOT Project Manager.
   ii) Grounds
      (1) Pick up litter, including animal droppings, from the grounds and parking area.
      (2) Empty trash barrels and remove contents to a licensed Class II landfill.
      (3) Replace and furnish plastic bag barrel liners.
      (4) Remove/dispose of ashes and cleanup picnic grills, sweep concrete slabs, clean picnic tables with detergent - disinfectant and rinse.
   iii) Map Case
      (1) Clean plexiglass with a mild soap and water - DO NOT scratch plexiglass.
      (2) Remove any notices that have been placed by individuals or businesses that

are not official MDOT materials.
(3) Remove cobwebs in and around structures.
(4) Sweep concrete around display structure.
(5) Remove graffiti on stained/painted surfaces, re-stain/paint where required.

iv) Well Shelter
(1) Clean the hand pump (or faucet/basin if present).
(2) Clean concrete slab and pump base.
(3) Remove cobwebs from structure.
(4) Remove graffiti from stained/painted surfaces, re-stain/paint where required

v) Sidewalks
(1) Sweep all paved sidewalk surfaces clean of debris
(2) Pull weeds or grass growing in sidewalk cracks

2. Weekly
i) Scrub concrete floor with a stiff swivel scrub brush and detergent - disinfectant. Rinse floor thoroughly with **clean** water.
ii) Clean all louvers.

3. Bi-Weekly
i) Per outhouse vault, mix a quarter (¼) gallon of vault toilet product with two and a quarter (2¼) gallons of water in the pump-up sprayer. Spray the solution into the vault and onto the interior vault sides. Empty the entire contents of the sprayer into the vault. Use separate sprayers for applying vault deodorants and cleaner/disinfectants. Frequency and amount of product may be adjusted by the MDOT Project Manager.
(1) Vault toilet chemical will be supplied by the State. Contractor is responsible for picking up product at a location determined by the Project Manager. A Safety Data Safety Sheet (SDS) will be provided by the Program Manager or their designee. The Contractor is responsible for following all label directions and instructions detailed in the Contract. The Project Manager reserves the right to increase or decrease the product amount to be used if odorous conditions persist.

4. Miscellaneous Activities
i) The Contractor is responsible for covering and/or removing all graffiti on a daily basis.
(1) Graffiti on stained or painted surfaces must be stained or painted. The State or Program Manager will supply the stain or paint required. The stain or paint shall be applied in a professional manner. The Contractor shall post signs warning visitors of wet stain or paint.
(2) Ink and marker graffiti on fiberglass surfaces shall be removed with an acetone based paint remover. All paint remover residue must be immediately cleaned/rinsed off from fiberglass surfaces. Abrasive cleaner shall not be used for graffiti removal.

ii) The Contractor is responsible for providing trash container liners adequate for the containers at the park (55 gallon barrels furnished by the State, emptying each container on a daily basis, and hauling and disposing of the refuse at a registered Class II landfill. Full trash bags may not be kept in the park overnight. The Contractor shall provide proof of disposal at a licensed Class II landfill to the Project Manager upon request.

iii) The Contractor is responsible for “recharging” the toilet vaults after each pumping. This shall be considered incidental to the Contract unit price for Roadside Park Janitorial and Maintenance. The following procedure is to be followed for “recharging” the vaults:
(1) Add approximately two inches of fresh water to cover the bottom of the vault (approximately 100 gallons) after each pumping.
(2) Add to the fresh water, mix a half gallon of vault product with two and a half gallons of water and spray inside the vault after each pumping during the season.
(3) Add a quarter gallon of vault product directly into the 100 gallons of water in the tank.

5. Spring Fall Clean Up
   i) The Contractor shall be responsible for the removal and proper disposal of leaves in the spring and fall, accumulated litter and tree branches. All materials must be removed from State properties.
   ii) Sweep building roofs in the spring and fall to remove dirt, leaves, needles, etc.
   iii) Prepare each vault in the spring and fall as follows:
      (1) Spring - Add to the vault, before opening in the spring, approximately two inches (approximately 100 gallons) of fresh water to cover the bottom of the tank.
      (2) Spring - Per vault, mix a half (½) gallon of product with two and a half (2½) gallons of water and spray inside the vault during the first day of opening.
      (3) Spring – Add a quarter (¼) gallon of vault product directly into the 100 gallons of water in the tank.
      (4) Fall - Pump the vault dry.
      (5) Fall - Per vault, mix a half (½) gallon of product with two and a half (2½) gallons of water and spray inside the vault.
      (6) Additional pumping of the vault s may be required between the spring and fall. The Program Manager may request an additional pump(s). When an additional pump is requested it shall be completed within 5 business days. All vault pumping cost shall be incidental to the contract.

D. Facility Maintenance

1. The Contractor is expected to perform the following minor maintenance:
   i) Replace burned out light bulbs in all light fixtures. When fluorescent bulbs are replaced. ALL bulbs in the same fixture shall be replaced. The correct method for changing light bulbs will be demonstrated by the Program Manager or his representative. Metal halide and fluorescent bulbs are not to be thrown in the dumpster, but should be stored safely on site. Notify the Program Manager for removal of used bulbs.
   ii) Tighten loose screws in partition doors, door closures, etc.
   iii) Plunge plugged toilets and urinals or rod if necessary.
   iv) Clean and maintain flush valves on toilets and urinals as directed by the Program Manager. The Program Manager or their designee will provide training for this maintenance procedure.
2. If minor maintenance does not fix the problem, turn off water supply to fixtures, electric supply to dryers, lights or heaters, place temporary "out of order" sign on stall and notify the Program Manager immediately. The Program Manager may give further instructions for temporary closing part or all of the rest area.
3. Any rest area damage that requires more than minor maintenance, the Contractor shall notify the Program Manager.
4. The Contractor must not tamper with, or adjust controls regulating water treatment equipment, or HVAC equipment. Temperatures in the Rest Area will be maintained at 68 degrees Fahrenheit.
5. Major building repairs and replacement of fixtures will be done by MDOT as required, unless specified as the Contractor's responsibility.
6. Contractor must contact the Program Manager immediately for necessary repairs and replacements, or of any warning lights in the maintenance room or outside on rest area grounds.
7. Legal disposal of all refuse and associated costs are the Contractor's responsibility. Proof of proper disposal (receipts, bills) shall be provided upon Program Manager's request. No bagged refuse shall be stored on site unless contained in a dumpster. Standard Onsite refuse storage shall be limited to one 10 yard dumpster however the program manager may request additional resources if required. Dumpster will be located as specified by the Program Manager. Contractor may provide recycling services as on optional service.
8. MDOT is responsible for the general maintenance of their facilities and all other maintenance not specifically required of the Contractor under the Contract.
9. Maintenance performed by MDOT:

i) Water conditioning equipment
ii) Building structures or shelters
iii) Trees and shrubs, placing and planting, trimming and removal
iv) Heating and plumbing systems, unless specified as the Contractor's minor maintenance
v) Fences
vi) Lagoons, tile fields and septic tanks
vii) Electrical equipment
viii) Utility bills, except unauthorized phone calls made by Contractor's employees

E. General Grounds Requirements

1. Grounds - Daily
   i) Pick up paper, cigarette butts and litter, including animal droppings.
   ii) Clean picnic tables, stoves and park benches.
   iii) Water and maintain flowerbeds, or as needed, as described below.
   iv) Empty trash containers and replace liners. Disinfect barrels if soiled.
   v) Clean sidewalks as needed for snow and ice removal. Apply deicer chemicals **after snow removal is complete.** All walks must be kept free of snow and ice the full width at all times. Contractor is responsible for removing any snow left between the parking area (curbside) and the sidewalk. All curb cuts must be kept clear of snow and ice. This will be done as often as needed.
   vi) Sweep sidewalks when snow is not present. Sweep excess salt from sidewalk after it is clear and dry.
   vii) Patrol parking lots for debris and dispose of properly. Sweep curb.
   viii) Clean cigarette snuffers.
   ix) Wash plastic map and display cases located on the plaza with mild soap and water (inside and outside), do not use harsh chemicals or abrasive materials on plastic windows.
2. Grounds - Weekly
   i) Water any new landscape plantings as requested by Program Manager.
   ii) Maintain and weed landscaped beds, flowerbeds and wood chipped areas. All described areas to be kept neat and weed free. Keep sidewalks clean and weed free. Weeds must be hand pulled.
3. **Annual Flowers (If Applicable)**
   i) Annual Flower Bed Preparation
      (1) See landscape sheet for flowerbed locations.
   ii) Before working beds, check the soil to determine if it has dried sufficiently. If moisture drips out when you squeeze a handful of soil or the soil ball holds together tightly and will not break apart easily when struck with your hand, then the bed is too wet to work.
   iii) Pull all weeds before preparing soil.
      (1) Add growers mix as specified on the rest area flower planting sheets.
      (2) Spade or roto-till to a depth of six to nine inches to incorporate the growers mix. Be sure the products are mixed thoroughly with existing soils.
   iv) After soil and growers mix have been blended, rake area clean of any large stones or roots.
      (1) Where the flowerbed is adjacent to turf, mound the soil in the center of the bed to two to four inches above existing soil level then taper the soil to the edge of the bed.
      (2) When bed has concrete bordering it, keep soil one inch down and two to three inches in back of concrete. This will help to stop the soil from washing out of the bed when it rains or is watered.
      (3) When plants are to be grown in a raised planter/bed, mounding of soils as specified in f and g is not required.
   v) Procedures For Planting Annual Flowers
      (1) Contractor will furnish flower species as specified on flower planting sheet. Species may change annually. Total square footage of flowerbeds shall remain the same. **MDOT will furnish flower planting sheets to the**

<u>Contractor by February 15th each year of the Contract</u>. It is the Contractor's responsibility to determine a safe planting date based on the geographical location of the rest area and historical weather conditions. **Any dead plants shall be replaced by the Contractor at no expense to MDOT.**

(2) Just prior to planting, add quantity of fertilizer as specified for flowerbeds (see rest area flower planting sheet). Rake and blend fertilizer into the top two inches of soil.

(3) Space plants according to the spacing chart.

(4) Dig hole slightly larger than the root ball, set the plants at the same level at which they were growing in the container. Carefully place firm soil around the roots.

(5) Once flowers are planted, they need to be watered thoroughly before leaving the area. Water to a depth of six inches to establish a good root system.

(6) Spacing Of Plants

(a) Space the plant type(s) according to the following table:

(i) Alyssum nine inches on center
(ii) Basil 12 inches on center
(iii) Begonia seven inches on center
(iv) Brachycome eight inches on center
(v) Coleus eight inches on center
(vi) Cosmos 10 inches on center
(vii) Dahlberg Daisy six inches on center
(viii) Dianthus seven inches on center
(ix) Dusty Miller eight inches on center
(x) Flowering Cabbage/Kale 12 inches on center
(xi) Geraniums 12 inches on center
(xii) Impatiens nine inches on center
(xiii) Lobelia eight inches on center
(xiv) Marigold (French) eight inches on center
(xv) Marigold (American) 10 inches on center
(xvi) Pansies six inches on center
(xvii) Petunias 10 inches on center
(xviii) Rudbeckia 10 inches on center
(xix) Salvia seven inches on center
(xx) Snapdragon eight inches on center
(xxi) Verbena seven inches on center
(xxii) Vinca seven inches on center

vi) Procedures For Maintaining Annual Flowers

(1) Watering

(a) Do not allow soil to dry out.
(b) Water in the morning.
(c) Water thoroughly, with water hose, allowing the water to penetrate down to a depth of four to six inches to encourage deep root growth. Probe the soil to determine when the water has reached these depths.

(2) Weeding

(a) Remove weeds daily.
(b) Remove weeds carefully either by pulling or lightly scratching the surface with a hoe in order to cut weeds off just below the soil level.

(3) Removing Faded Flowers

(a) This is known as "deadheading" and is necessary to keep the plants attractive, from going to seed and to prevent diseases (because of deadheading, the plants will produce more flowers and be tidier). See items Ai, Bii, Ciii to determine the frequency and maintenance procedure required for each variety.

(i) Deadheading According To Variety

1. All the plant material we will be growing at the Rest Area(s) is/are listed below. The plant varieties are broken down into three

maintenance levels. Each level explains how to maintain the particular variety throughout the entire season.

a. Low Maintenance - Faded flowers fall cleanly from the plant and do not need removing.
   i. Alyssum
   ii. Basil
   iii. Begonias
   iv. Coleus
   v. Dahlberg daisy
   vi. Dusty Miller
   vii. Flowering cabbage and kale
   viii. Impatiens
   ix. Vinca

b. Semi-Low Maintenance - Shear back once in mid July. Shearing back is another form of deadheading. This is done only with this particular plant material (see attached list). Only enough growth is sheared to remove the flower heads. **No more than 33% - 50% of the plants top growth should be removed.**
   i. Lobelia
   ii. Petunia

c. Medium Maintenance - Plants that need deadheading at least twice a week or as blossoms die. Pinch off faded flowers with your fingers just below the flower head, or pinch off complete stems depending on the particular plant. Be sure to remove the seedpod also.
   i. Brachycome (Swan River Daisy)
   ii. Cosmos
   iii. Dianthus
   iv. Geraniums
   v. Marigold
   vi. Pansies
   vii. Rudbeckia
   viii. Salvia
   ix. Snapdragon
   x. Strawflower
   xi. Verbena

d. Fall Plant Removal (as approved by MDOT)
   i. After frost has blackened the tops of the annuals, remove plants, roots and all, from the beds and rake smooth.

4. **NOTE: The Contractor is responsible for providing the flowers, peat mix and fertilizer, as specified by MDOT, for the Contract Period growing seasons.**

F. Mowing Requirements

1. Mowing Season
   i) For the purpose of this specification, the regular mowing season is defined as starting the 1st of May and ending in mid October - approximately 26 lawn maintenance cycles. Any mowing cycles before May 1 or after October 31 will require PRIOR WRITTEN APPROVAL from the Program Manager.
   ii) Prior to the beginning of each mowing season, the Contractor and the Program Manager may review the grounds to identify any existing damages to landscape items.
      (1) The Contractor will be held liable for all damage done, as a result of his/her operation, to fixed objects such as signs, posts, buildings, sprinkling system and all vegetation including turf, trees, shrubs, flower beds and desirable natural growth. Damage shall include among other things; skinning, scraping, breaking of tree limbs or gouging of trees or shrubs and rutting, scalping or tearing turf.

(a) Costs associated with damages caused by the Contractor to plant material will be assessed based on current Michigan Forestry and Park Association's Michigan Tree Evaluation Guidelines.
(b) The Contractor, as herein specified, shall make all turf damage repairs. Seed shall meet purity and germination requirements as specified by the Program Manager, and shall be a mixture of 30% perennial ryegrass, 45% Kentucky bluegrass and 25% fine fescue. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to seeding. Seeding will only be allowed from April 15 through May 31, and August 15 through September 30, unless otherwise directed by the Program Manager.
(c) All other property damage will be assessed for actual replacement costs including labor, materials, and equipment.
(d) The Contractor will be billed for all costs related to the damages caused by his/her operation or be required to repair the damages as directed by the Program Manager.

iii) The lawn maintenance cycle includes: grass mowing, trimming and edging, proper removal/disposal of lawn litter, including trash, and landscape debris such as leaves, sticks, grass clippings and organic debris by the Contractor according to the following specification. A lawn maintenance cycle shall be completed approximately once a week. The approximate number of Lawn Maintenance Cycles" per year is listed on the location specification sheet- dependent on seasonal weather conditions. Increased or decreased cycles may be required. However, the Program Manager, or their representative, prior to mowing, shall approve any additional mowing cycles beyond once a week mowing. Any additional mowing will not be paid for unless approved, and if approved, will be paid for at the contract unit price.
(1) A lawn maintenance cycle shall not be done on Saturdays, Sundays or holidays unless approved in advance by the Program Manager or their representative.
(2) All elements of the lawn maintenance cycle shall be COMPLETED THE SAME DAY they are started. No partial mowing will be allowed unless the weather forces delays. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions exist.
(3) All clippings, edging debris, leaves and other debris shall be removed from the site and disposed of properly at the Contractor's expense, and shall not be disposed of on MDOT property.

iv) Grass shall be mowed when it reaches an average height of five inches, to an average height of three inches. At no time shall more than 50% of the grass blade length be cut in one cycle. The initial mowing at the beginning of the mowing season may require an additional cycle.
(1) GRASS SHALL NOT BE MOWED WHEN WET.
(2) Grass shall not be mowed during drought conditions, when grass is not growing, unless directed and approved by the Program Manager.
(3) Clippings shall be removed, if visible, after mowing.
(4) All clippings shall be removed from all sidewalks, concrete picnic table pads, parking areas and flower and shrub beds.
(5) The Contractor is responsible for keeping shredded bark material confined to the original mulched areas.
(6) Limbs and debris shall be removed from the mowing area. Debris shall include any litter in the mowing area. Debris must be removed prior to mowing.

v) Trim grass around all fixed objects and trees at every mowing.
(1) Extreme care shall be used to prevent injury to MDOT fixed objects and trees.
(2) Contractor will be liable for damages as determined by the Program Manager.

vi) The Contractor shall use discretion when mowing near the public. The lawn maintenance cycle shall begin on vacated grounds first and then continue so as not to inconvenience the visitors. The safety of visitors shall not be jeopardized in order to complete the cycle. Landscaping, weed spray, fertilization or other work performed by MDOT, Contract agencies or other Contractor may occur during the life of the Contract, therefore, the Contractor shall coordinate operations with other activities as directed by the Program Manager.

vii) Edge along all walks and curb areas with a motorized edger every second mowing.
    (a) Edging shall be no wider than one inch from edge of sidewalk/curb to lawn surface.
    (b) All edging debris shall be removed from the site.
  (2) Edger shall be used, string trimmer are not to be used for edging.

viii) Contractor is to furnish and place shredded bark mulch, prior to start of the yearly mowing activities according to the following specifications:
  (1) The mulch shall be clean, shredded, void of sticks, needles, insects or any extraneous materials. The Program Manager shall approve the Contractor's source for mulch at the point of purchase.
  (2) Upon notification from the Program Manager, the Contractor shall place shredded bark mulch around all individual landscape plants and bedded shrub areas within the Rest Area site.
  (3) Mulch shall be placed to a minimum uniform four inch depth covering the entire mulched area. The diameter of the mulch ring for individual plants shall be:
    (a) 12 inch diameter plants and less - three foot ring
    (b) 12 - 24 inch diameter plants - four foot ring
    (c) 24 inch diameter or larger - five foot ring
  (4) Individual evergreen plants shall be mulched to a diameter one foot greater than the spread of lower branches at ground level. Evergreens with lower branches removed, and with grass growing up to the trunk shall be mulched as per above individual plant specifications. In no case shall lower branches be covered with mulch.
  (5) Mulch shall not be placed against the tree trunk so as to cause insect damage to the trunk.
  (6) Mulch shall be replenished each spring, and as required, to maintain the specified depth, or as directed by the Program Manager.
  (7) The Contractor is responsible for keeping shredded bark material confined to the original mulched area.

ix) Lawn Aeration of the turf near the rest area building and in the picnic areas shall be done once per year immediately preceding the closest scheduled mowing cycle during the week following Labor Day. The aeration shall be done with a core aerator that has the capability of penetrating to a depth of three inches. The aeration shall be done in two passes perpendicular to each other over the entire aeration area. The aeration shall produce a minimum of 24, two inch cores per square foot. This work shall be paid for as a separate bid item.

x) Spring and Fall Clean Up - Prior to the first mowing of the season, and after the last mowing, the Contractor shall rake all leaves, sticks, trash and other debris from the lawn and dispose of at his/her own expense. This work shall be paid for as a separate bid.

xi) The use of herbicides by the Contractor for any work task included in the Contract is strictly prohibited.

G. Parking Lot Snow Removal

1. The Contractor shall provide a snow and ice free driving surface as specified under the jurisdiction of the Department in accordance with requirements stated herein. The Contractor shall also furnish supervision and all labor, equipment, transportation, incidentals necessary, to satisfactorily perform the described services at the frequencies and times specified. The services shall include all functions normally considered a part of workmanlike, satisfactory public service.
   i) Snow removal shall be completed by 7:00 a.m. subsequent to each accumulation of 2 inches or more of snow on any given day including weekends and holidays.
   ii) Snow removal shall include both car and truck parking areas as well as entrance and exit ramps
   iii) Additional trips to remove snow which has accumulated to be performed upon request by the Contract Administrator.
   iv) The Contractor is to notify the Contract Administrator or contact person the following business day subsequent to any work performed.

v) It is to be understood that “TIME IS OF THE ESSENCE” in respect to the work completed herein, and the Contractor agrees to do the work covered by the contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence so as to complete the work required under the contract within the shortest reasonable period of time.
vi) The snow shall not be piled to cause a vision obstruction or hazard to the public nor shall it be piled on sidewalks, or sidewalk “cuts”. All snow shall be pushed away from sidewalks and stored to the areas shown on the map or as requested by the Contract Administrator.
vii) BY STATE LAW: No snow shall be pushed across or on to adjacent roads and shoulders.
viii) Deicer shall be applied anytime hard packed snow or ice remains on pavement after snow removal operation has been completed. Deicer shall also be applied during any period(s) of freezing precipitation as directed by the Contract Administrator.
ix) Any accidents on the premises shall be reported immediately to the Contract Administrator.

2. Emergency Snow and/or Ice Removal
   i) The Contractor shall be in route to emergency call out location(s) within one hour of notification.
3. Bid Price for Snow and or Ice Removal
   i) All cleaning of snow and or ice shall be paid on a unit price per cleaning basis. The completed work will be paid for at the contract unit price each, which price includes all equipment and labor to clean snow and or ice, traffic control to satisfactorily complete the work as described.
4. Bid Item
   i) Plowing snow accumulations of 2" - 6" per attached specifications (base bid 2" - 6" per push).
   ii) Cost per hour for call backs for additional work (drifting snow or other circumstances)
   iii) Application of deicer per attached specifications
5. Work Approval
   i) The Contractor shall consult the Program Manager for inspection and tentative approval of work being accomplished, so that, in the event of unsatisfactory work, sufficient time will be available to the Contractor to make corrections in a satisfactory manner within the time specified.

2.0 Warranties

A. Damage to State-owned or Leased or Citizen-owned Property
   1. In all instances where State-owned or leased, or Citizen-owned property or equipment is damaged, the Contractor agrees to notify the Program Manager or designee of the facts and extent of the damage:
      i) Verbally – within one hour of the damage or discovery of damage, and
      ii) In writing within 24 hours of the damage or discovery of damage.
   2. Contractor shall be responsible for repair, replacement or cleanup as necessary to any State-owned or leased or Citizen-owned property due to carelessness, misuse or neglect of the Contractor or any of the Contractor’s personnel or subcontractors.
   3. In the event of Contractor liability for damages, the Contractor agrees:
      i) The State will repair, replace or cleanup the damage.
      ii) The State will provide the Contractor with documentary evidence (i.e. invoices, etc.) of the costs associated with the repair, replacement or cleanup, and
      iii) The Contractor will reimburse the State for the full amount of the repair, replacement or cleanup either by:
         (1) Forwarding payment in full within 45 days of receipt of documentary evidence, or
         (2) 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.
B. 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:
   i) Take all reasonable precautions to prevent the release of hazardous chemicals into the environment.
   ii) 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.

3.0 Roles and Responsibilities

A. Staffing
   1. Contractor Representative
      i) The Contractor must appoint one individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").
      ii) The Contractor must notify the Contract Administrator at least ten (10) calendar days before removing or assigning a new Contractor Representative.

Dennis Walters 954.553.3814 dennis.walters@dbiservices.com

   2. Key Personnel
      i) 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.
      ii) Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 8 business hours.
      iii) 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.
      iv) The State reserves the right to approve Key Personnel for this project and to require replacement of any Key Personnel found to be unacceptable at any time during the project.
      v) The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause.
      vi) The State may request a résumé and conduct an interview before approving a change.
      vii) The State may require a 30 calendar day training period for replacement personnel.
      viii) Key Personnel shall act as the Contractor's designated representative at the specified locations.
      ix) Key Personnel will be trained and qualified to directly supervise the day-to-day Contract Activities.
      x) General employees or attendants are not substitutes for Key Personnel.
   3. Non-Key Personnel - Site Staffing
      i) 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.
      ii) The State reserves the right to approve Contractor's employees for this project and to require replacement of any employee found to be unacceptable at any time during the project.
      iii) The Contractor must notify the Contract Administrator at least 5 calendar days before removing or assigning non-key personnel.
      iv) 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.

Key and Non Key Personnel will be required to attend the following trainings:

Contractor's staff members receive training on contract requirements and specifications prior to beginning work on the project. New Hire Training is conducted for all Facility Attendants and Grounds Crew. Topics covered include contract work requirements, PPE and proper work attire including safety vests and steel-toed boots, use of any hand tools to be used on the job, in addition to going over MSDS for chemicals, spill cleanup, and customer service.. The Contractor regularly reviews proper storage and labelling of materials during training sessions and all materials are kept safely in properly labelled containers.

4. Sub-Contractors
   i) Disclosure of Subcontractors
   ii) SUBCONTRACTED WORK IS LIMITED TO THE LAWN MAINTENANCE, LAWN AERATIONAND/OR SPRING AND FALL CLEANUP BID ITEMS ONLY.
   iii) No Subcontractor may be assigned to the Contract without prior approval of DTMB – Procurement and a formal change notice being executed.
   iv) If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:
   v) 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.
   vi) The relationship of the subcontractor to the Contractor.
   vii) Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
   viii) A complete description of the Contract Activities that will be performed or provided by the subcontractor.
   ix) Of the total bid, the price of the subcontractor's work.

5. Employee Requirements
   i) Uniform
      (1) Contractor will require all employees' appearance to be clean, serviceable and neat. All employees are required to wear a uniform consisting of matching or color coordinated, shirt and slack. Uniforms will have the company name permanently affixed on the uniform.
      (2) Identification badges provided by MDOT shall be worn by all employees, at all times, when working within Rest Area buildings and grounds.
      (3) Class II Safety Vest shall be worn when working outside of the rest area building.

6. Prohibited activities
   i) Perform personal chores for anyone.
   ii) Smoke while performing job duties
   iii) Read newspapers, magazines, books or other matter other than State or contractor issued directives.
   iv) Use personal electronic devices these include but are not limited to: Smart phones, music/media players, gaming devices, tablets, laptop computers
   v) Have pets at work
   vi) Consume alcoholic beverages or narcotics or be under their influence when reporting for or while on duty
   vii) Have relatives or personal visitors
   viii) Sleep or give the appearance thereof
   ix) Consume food or beverages in public view

x) Initiate or receive personal telephone calls on agency telephones. The contractor shall be responsible for all unauthorized telephone calls placed on State telephone lines.

7. First Aid Kits
   i) First Aid kits shall be provided for the attendants' use by the Contractor. At a minimum, the kits shall contain: 16 individually wrapped packaged adhesive bandages, two rolls of adhesive tape, 3" x 3" gauze pads, 10 antiseptic wipes, burn cream, first aid cream, one triangular bandage, scissors and tweezers. This kit shall be in an impact resistant case, and easily accessible to the attendants.
8. A telephone service will be installed in the building at the Contractor's expense. Whenever possible, the phone number must be the same as the current phone number. Long distance service will also be required with this phone service in order to be able to contact MDOT Maintenance staff when necessary
9. Contractor's employees shall be able to understand and speak the English language.
10. No televisions, equipment that play DVD's or VCR's, full size refrigerators, beds/cots, couches or lazy boy type chairs and storage of more food items than will be eaten that day will not be allowed at the rest area.
11. No Contractor's vehicle will be allowed on <u>sidewalk and lawn areas</u>. Parking area will be designated by MDOT.
12. Any requests for information by any news media organization (newspapers, TV stations, radio, etc.) shall immediately be directed to the Program Manager. The Contractor and/or his/her employees shall not speak on behalf of MDOT.
13. The Contractor shall have separate crews for mowing and janitorial services. Personnel assigned to janitorial duties shall not perform mowing tasks.

B. Work Schedule
1. Required hours of coverage are as listed for each facility. THE CONTRACTOR SHALL HAVE AN EMPLOYEE WORKING AT THE REST AREA DURING THE REGULAR HOURS AND HOLIDAY HOURS AS SPECIFIED.
2. There are three holiday periods that require additional hours of coverage, and additional staffing with both male and female attendants. These holidays are Memorial Day, Independence Day and Labor Day. The additional hours of coverage that are required for these holiday periods are outlined herein. No additional compensation will be provided. Coverage costs for these periods are to be included in the Contract bid unit price.
3. Attendant(s) must be on site and working during all hours of coverage.
4. Time Clock
   i) The Contractor will install and maintain a time clock, or other documentation device, as approved by the Program Manager. This time clock or other devices shall be kept in accurate working order for the duration of the Contract. Unaltered documentation, verifying hours worked, shall be submitted with each invoice in order to receive payment.
5. Contractor shall submit a schedule of the date(s) the Monthly Janitorial Requirements will be performed. The schedule shall be submitted to the Program Manager by the first day of each month.

4.0 Project Plan Management

A. Transition Out should include:
   1. Refer to Section 25 of the Standard Contract Terms for transition out responsibilities.
   2. Keys and key cards must be returned to the Program Manager or designee by the final date of service.
   3. Unreturned, lost, stolen, etc., keys and key cards shall remain the Contractor's responsibility. The cost to replace or rekey will be deducted from final invoice.
   4. In the event the Contractor, or its employee(s) creates the need to reprogram the building security, the price of reprogramming will remain the Contractor's responsibility and will be deducted from the Contractor's final invoice

B. Adjustments to Schedule

1. Adjustments to the basic janitorial schedule, including any weather-related deviations, must be approved by the Program Manager or designee and may result in a deduction for the adjustment to service on the next invoice.
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.

C. Proof of Insurance
   1. Prior to contract award, the Contractor agrees to provide to the Contract Administrator 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.

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

5.0 Service Levels

A. Days and Times of Basic and Periodic Service
   1. Contractor agrees to adhere to the days and times of Basic and Periodic Services as detailed in the Location Specification Sheets.
   2. Contractor agrees all site staff are to remain actively working during specified times of service, except during regularly scheduled breaks.

B. Inspection and Acceptance
   1. The following criteria will be used by the State to determine Acceptance of the Contract Activities
      i) The Program Manager or designee may conduct weekly inspections for compliance with Section 1.1 Specifications and site specific requirements in compliance with the 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.
      ii) 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 the timeframes identified in 5.0 Section C. business hours of receipt.
      iii) The Contractor must remain responsible to make any necessary changes if the Program Manager or designee determines that any task has not been performed adequately or satisfactorily. Contractor must correct the deficiency within 1 business hours for basic janitorial issues, and within 24 business hours for periodic services, or sooner, depending on the severity of the task.

C. Deductible Incidents, Escalation and Vendor Performance
   1. Contractual Deductions and Deductible Incidents
      i) Deductible Incidents include, but are not limited to:
         (1) Failure to Respond to Emergency Situations
         (2) Unsatisfactory Conditions
         (3) Unstaffed / Unattended Conditions
         (4) Unsatisfactory / Incomplete Landscaping
         (5) Unsatisfactory / Incomplete Snow Removal
         (6) Incomplete or Missing Records or Reports
         (7) Inadequate Supplies
      ii) Failure to Respond to Emergency Situations
         (1) In the event of an emergency, the Program Manager or Designee will telephone the assigned Key Personnel.
         (2) Key Personnel failure to respond to the Program Manager or Designee within TWO (2) hours of the initial call may result in a $250.00 invoice deduction and an additional deduction of $100.00 for every ½ hour of delay.

2. Unsatisfactory Conditions
   i) The Program Manager or Designee is authorized to determine whether Contract Activities are satisfactory.
   ii) 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.
   iii) The Contractor must correct the unsatisfactory condition within one (1) business hours from notice of the deficiency.
   iv) Failure to correct the unsatisfactory condition within one (1) business hours may result in a $50.00 per business hour invoice deduction for the first additional hour, and a $100.00 deduction for each additional continuous hour.
3. Unstaffed / Unattended Conditions
   i) Contractor employees must inform the Contractor when late or absent from work. Failure to provide adequate staff may result in a $250.00 invoice deduction for the first instance, and a $500.00 invoice deduction for subsequent late arrival (Late arrival defined as greater than 15 minutes) or absence by the same employee.
4. Unsatisfactory / Incomplete Landscaping
   i) The Program Manager or Designee is authorized to determine whether Contract Activities are satisfactory.
   ii) 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.
   iii) The Contractor must correct the unsatisfactory condition within eight (8) business hours from notice of the deficiency.
   iv) Failure to correct the unsatisfactory condition within eight (8) business hours may result in a $50.00 per day invoice deduction for the first day, and a $100.00 deduction for each additional day.
5. Unsatisfactory / Incomplete Snow Removal –
   i) The Program Manager or Designee is authorized to determine whether snow removal activities are satisfactory.
   ii) If the Program Manager or Designee determines any snow removal has not been adequately performed, the Program Manager or Designee will immediately notify the Contractor of the unsatisfactory condition and a $50.00 invoice deduction will occur.
   iii) The Contractor must correct the unsatisfactory condition within four (4) business hours from notice of the deficiency for snow removal of parking lots and one (1) business hours for sidewalks.
   iv) Failure to correct the unsatisfactory condition within four (4) business hours for parking lots and one (1) business hours for sidewalks may result in a $50.00 invoice deduction per business hour invoice deduction for the first additional hour, and a $100.00 deduction for each additional continuous hour.
6. Incomplete or Missing Records or Reports
   i) Incomplete or missing SDS sheets may result in a $150.00 per day invoice deduction.
   ii) Failure to complete and submit any required report or form within specified time may result in a $150.00 per day invoice deduction.
7. Inadequate or Unapproved Supplies
   i) Inadequate supplies, or unapproved supplies found on site, may result in a $150.00 per day invoice deduction.

D. Escalation (Contract Compliance)
1. First Instance –
   i) 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:
      (1) Verbally notify the Contractor of the situation or issue
         (a) Provide a description of the non-compliance or Deductible Incident or Condition.
         (b) Specify a date by which the issue must be resolved.

(2) The Contractor should provide the Program Manager or designee with a verbal root cause analysis and corrective action plan.
(3) The Program Manager or designee will preserve a written record of the issue, proposed resolution, and time frame for inclusion in the annual Contract Compliance Report, and provide a copy to the Contractor.

2. Second Instance –
   i) If resolution is not achieved, or the issue arises again, the Program Manager or designee will:
      (1) Schedule an in-person meeting with the Contractor and provide, in writing:
         (a) A description of the specific problem
         (b) A description of the actions the Contractor is expected to take to resolve the problem
         (c) A date by which the Contractor is expected to resolve the problem
         (d) Notify Contractor of the intent to exercise the Contractual Deduction
         (e) Request, in writing, the Contractor's root cause and corrective action plan.
         (f) 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.
         (g) Exercise the Contractual Deduction as a deduction from the next invoice.
         (h) Enter a Vendor Performance Report
3. If resolution is not achieve 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.

6.0 Contract Management

A. Reporting
   1. Reports and Forms
      i) The Contractor agrees to provide all required repots and complete all required forms.
         (1) Reports and forms may include, but are not limited to:
            (a) Water Use and Phosphate/Chlorination Operation Report
            (b) Rest Area Incident Report (Form 0468)
            (c) Rest Area Maintenance Inspection Report (Form 0464)
            (d) Operation CARE Coffee Break Forms, if applicable
            (e) Rest Area Daily Cleaning Log
            (f) Rest Area Monthly Cleaning Log
      ii) The Contractor agrees all daily forms will be completed and maintained by the attendant on a daily basis.
      iii) Reports shall be submitted to the Program Manager by the 10th of the following month.
      iv) The State reserves the right to require other reports or completion of additional forms.
   2. Damage Reports
      i) In all instances where State property or equipment is damaged, the Contractor shall submit to the Program Manager or designee a Damage Report containing the facts and extent of the damage. Damage reports must be submitted verbally within one hour of the damage, and in writing within twenty-four (24) hours of the damage.
   3. Accident Reports
      i) The Contractor shall comply with State of Michigan, OSHA, and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness.
      ii) The Contractor must provide a verbal report to the Program Manager or designee within one hour of the accident, and a written report within twenty-four (24) hours of the accident.

4. Time Keeping
   i) The Contractor agrees to provide monthly time sheets, submitted to the Program Manager of designee by the 15th of each month. The time sheets must include:
      (1) Employee name
      (2) Dates worked
      (3) Area worked
      (4) Hours worked – including starting and quitting times
5. SDS Forms
   i) The Contractor agrees to maintain SDS forms on site, in area designated by Program Manager or designee.

B. Meetings
   1. The Contractor must attend the following meetings:
      i) Kick-off meeting within 30 calendar days of the Effective Date of the contract.
      ii) All Contractor supervisor personnel may be required to attend an initial one-day workshop on rest room cleaning and sanitation as provided by MDOT upon award of the contract.
      iii) The Contractor is responsible for training all other attendants and replacements prior to, or as part of, their initial work assignment.
      iv) At the discretion of MDOT, rest area attendants and/or supervisors shall attend an annual one-day janitorial refresher course provided by MDOT. The Contractor is responsible for certifying attendant's training in writing to the Program Manager within 10 days after a refresher course.
      v) Quarterly Program Manager Meeting
      vi) 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.
      vii) Quarterly Program Manager Meeting. The Program Manager or designee may elect to meet with the Contractor to discuss progress and provide necessary guidance in solving problems that arise.
C. The State may request other meetings as it deems appropriate.

7.0 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 must maintain a safe and secure working environment. .
   1. Drug Testing
      i) Upon request, the Contractor and/or sub-contractors must share drug testing records / documentation with DTMB Office of Infrastructure, Security Program Coordinator or their designee.
      ii) The following drug testing procedures will be in place for the life of the contract:
         (1) **Pre-Employment Drug Testing.** All applicants who are offered a job with the contractor will be tested for drugs as part of the post job offer employment screening process
         (2) Random Drug Testing. The contractor's employees may be selected at random for drug testing at any time. These tests are unannounced and unexpected by employees.
         (3) For Cause Drug Tests. The contractor's Employees may be required to submit to a drug test if the contractor believes an employee may be under the influence of drugs or alcohol on the job, if unexcused absence from work or lateness is an issue, or if performance appears to be impacted by drug or alcohol abuse. For cause drug testing is not just to test for drug use on the job, but also during off-work hours such as a lunch hour or even use at home.

(4) Post-Accident Drug Test. Any of the contractor's employees involved in an on-the-job accident or injury may be tested for drug or alcohol use. These accidents can include driver negligence, injury with medical treatment on or away from the scene, disabling damage, or car removal.

2. Background Checks
   i) Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. Documentation must be provided upon request to the State of Michigan. Contractor is responsible for all costs associated with the processing the background checks. The State, in its sole discretion, may also perform background checks.
   ii) Upon request, the Contractor and/or sub-contractors must share background check results / documentation with DTMB Office of Infrastructure, Security Program Coordinator or their designee.
   iii) 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.
   iv) The Contract is contingent upon the Contractor's ability to supply workers capable of passing a criminal background check. The Contractor must demonstrate the worker(s) has no felony convictions or pending felony charges that are substantially related to the contracted activities or services.
3. Sub-Contractors
   i) The Contractor shall ensure background checks and drug testing requirements of sub-contractor employees are adhered to as if the workers were the Contractors employees when engaged in State projects.
4. Identification Badges
   i) All Contractor and sub-contractor staff will display State credentials while performing work on State premises.

B. State Employee Responsibilities
   1. State employees are required to report any potential concerns regarding security, theft, requests for reasonable suspicion testing, or substance abuse issues regarding the Contractor's employees to: T/B/D at Contract.

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

8.0 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 Contract refuses, the State reserves the right to award the contract to the next lowest qualified bidder.

9.0 Ordering

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

10.0 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.
      i) All invoices submited to the State must include:
      ii) Contract Number
      iii) Dates of Service (i.e. May 1, 2015 – May 31, 2015)
      iv) Purchase Order number
      v) Quantity
      vi) Description of the Contract Activities
      vii) Unit price
      viii) Shipping cost (if any)
      ix) Total price

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

11.0 Liquidated Damages

A. Late or Improper Completion of Contract Activities
   1. Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount

of $5,000 and an additional $100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

2. Unauthorized Removal of Key Personnel
   i) 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.
   ii) 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.
   iii) The State is entitled to collect $1,000 per individual per day for an unapproved or untrained key personnel replacement.

12.0 Additional Requirements

A. Environmental and Energy Efficient Products
   1. The Contractor must identify any energy efficient, bio-based, or otherwise environmental friendly products used in the products. Contractor must 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 must provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.
   2. The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.
   3. The maximum amount of gasoline allowed to be stored at a rest area is five U.S. gallons. Gasoline must be stored in an approved galvanized steel, safety gas can. Fueling of equipment is not allowed in the Rest Area building. All fueling must take place outdoors. Storage of flammable and combustible liquids must meet the requirements of the Michigan Occupational Safety and Health Administration (MIOSHA), General Safety and Health Standard, Part 75 Flammable & Combustible Liquids,,R408.17501(d)(5)(iii) Office occupancies. Storage of flammable material must conform to these requirements. The fuel container and snowblower can be kept in the rest area if the above regulations are followed.
      i) No more than a two week supply of any material shall be stored at each Rest Area at any time of the year. The De-icing Chemical may not be stored within the rest area prior to November 1 and any remaining quantities must be removed by May 1 each year.
   4. Materials and Supplies:
      i) The Contractor shall be required to submit a complete list, at the pre-maintenance meeting, of the name and product number, of all supplies to be used in fulfilling the Contract. MDOT reserves the right to accept or reject these items. An acceptable substitute must be immediately furnished for any rejected item. A current Safety Data Sheet (SDS) for each product must be kept in a notebook at the rest area at all times as required by OSHA's Hazard Communication Standard, 29 CFR 1910.1200

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.

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.

CONTRACT INFORMATION			
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Belleville Rest Area #R 911		
BUILDING ADDRESS:	Located on Westbound I-94 between Belleville and Rawsonville Rds		
REGION / COUNTY:	Metro/Wayne		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	MDOT		
PROCUREMENT OFFICE CONTACT NAME:	**Mark Morrison**	**CONTACT PHONE #:**	**517-241-2343**
PROCUREMENT OFFICE CONTACT E-MAIL:	**MorrisonM@michigan.gov**	**CONTACT FAX #:**	
PROGRAM MANAGER NAME:	Ron Jackson	**CONTACT PHONE #:**	313-375-2441
PROGRAM MANAGER CONTACT E-MAIL:	Jacksonr2@michigan.gov	**CONTACT FAX #:**	313-295-0822
LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	N/A	**OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:**	N/A
ESTIMATE OF AREA TO BE SERVICED: **(IF APPLICABLE)**	N/A	**(FILL IN IF NEEDED)**	N/A
IDENTIFY DAYS OF SERVICE:	Determined by PM	**IDENTIFY HOURS OF SERVICE:** **[EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	Determined by PM

PART II – PRICING SHEET SUMMARY

REST AREA / ROAD SIDE PARK

	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	**1.** Rest Area Janitorial and Maintenance	**2.** Week	**3.** 52 weeks	$ 2,190.44	$ 113,902.88
☑	Lawn Maintenance	**4.** Cycle	**5.** 26 cycles	$ 338.47	$ 8,800.22
☑	Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$ 943.56	$ 1,887.12
☑	Lawn Aeration	Each	1	$ 115.96	$ 115.96
☑	Snow Removal 2 inches to 6 inches	Each	30	$ 358.71	$ 10,761.30
☑	De-Icer Application	Each	50	$ 8.66	$ 433.00
☑	Snow Removal Call Backs, additional work, drifting, etc.	Hours	40	$ 179.36	$ 7,174.40
				YEAR TOTAL	$143,074.88

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

Hours of Work
The regular weekly hours of staffing at the rest area shall be as follows:

	SUMMER May 1st to October 31st	WINTER November 1st to April 30th
Monday - Thursday	5:30 a.m. – 11:30 a.m. and 1:00 p.m. – 8:00 p.m.	5:30 a.m. – 11:30 a.m. and 1:00 p.m. – 8:00 p.m.
Friday - Sunday	5:30 a.m. – 11:30 a.m. and 1:00 p.m. – 10:00 p.m.	5:30 a.m. – 11:30 a.m. and 1:00 p.m. – 8:00 p.m.

CALL BACKS
The Contractor is expected to respond to "call back" from the Contract Administrator, or designated representative, to site specific complaints (graffiti, messy conditions, etc) at the roadside parks, outside of the normal hours detailed in this contract. The "call back" is expected to be infrequent in nature and shall be considered incidental to the contract unit price for JANITORIAL/GROUNDS MAINTENANCE.

HOLIDAY WEEK AND SUMMER WEEKEND REST AREA COVERAGE

During the following dates, the Contractor shall provide one male employee to maintain the men's rest room and one female employee to maintain the women's rest room at the rest area between the hours of 6:00 a.m. and 10:00 p.m. each day.

HOLIDAY WORK SCHEDULE

2016	2017	2018	2019	2020
	May 27, 28, 29	May 26, 27, 28	May 27, 28, 27	May 23,24,25
	July 2, 3, 4, 5	July 3,4,5,6	July 2,3,4,5	July 1, 2, 3,4
Sept 3, 4, 5	Sept. 2,3,4	Sept. 1, 2, 3	Aug. 31, Sept. 1, 2	Sept. 5, 6, 7

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	11/1/16	**CONTRACT END DATE:**	10/30/2020
CONTRACT INFORMATION:	Approximately 4 Year Contract with One, One year option		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Cherry Hill Rest Area #R 912		
BUILDING ADDRESS:	Located on Northbound I-275 between US-12 and M-153		
REGION / COUNTY:	Metro / Wayne		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	MDOT		
PROCUREMENT OFFICE CONTACT NAME:	**Mark Morrison**	**CONTACT PHONE #:**	**517-241-2343**
PROCUREMENT OFFICE CONTACT E-MAIL:	**MorrisonM@michigan.gov**	**CONTACT FAX #:**	

PROGRAM MANAGER NAME:	Ron Jackson	**CONTACT PHONE #:**	313-375-2441
PROGRAM MANAGER CONTACT E-MAIL:	Jacksonr2@michigan.gov	**CONTACT FAX #:**	313-295-0822

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	N/A	**OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:**	N/A
ESTIMATE OF AREA TO BE SERVICED: **(IF APPLICABLE)**	N/A	**(FILL IN IF NEEDED)**	N/A
IDENTIFY DAYS OF SERVICE:	Determined by PM	**IDENTIFY HOURS OF SERVICE:** **[EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	Determined by PM

PART II – PRICING SHEET SUMMARY

REST AREA / ROAD SIDE PARK

	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	**6.** Rest Area Janitorial and Maintenance	**7.** Week	**8.** 52 weeks	$ 2,130.66	$ 110,794.32
☑	Lawn Maintenance	**9.** Cycle	**10.** 26 cycles	$ 248.05	$ 6,449.30
☑	Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$ 711.01	$ 1,422.02
☑	Lawn Aeration	Each	1	$ 116.51	$ 116.51
☑	Snow Removal 2 inches to 6 inches	Each	30	$ 360.41	$ 10,812.30
☑	De-Icer Application	Each	50	$ 8.70	$ 435.00
☑	Snow Removal Call Backs, additional work, drifting, etc.	Hours	40	$ 180.20	$ 7,208.00
				YEAR TOTAL	$137,237.45

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

Hours of Work
The regular weekly hours of staffing at the rest area shall be as follows:

	SUMMER May 1st to October 31st	WINTER November 1st to April 30th
Monday - Thursday	5:30 a.m. – 11:30 a.m. and 1:00 p.m. – 8:00 p.m.	5:30 a.m. – 11:30 a.m. and 1:00 p.m. – 8:00 p.m.
Friday - Sunday	5:30 a.m. – 11:30 a.m. and 1:00 p.m. – 10:00 p.m.	5:30 a.m. – 11:30 a.m. and 1:00 p.m. – 8:00 p.m.

CALL BACKS
The Contractor is expected to respond to “call back” from the Contract Administrator, or designated representative, to site specific complaints (graffiti, messy conditions, etc) at the roadside parks, outside of the normal hours detailed in this contract. The “call back” is expected

to be infrequent in nature and shall be considered incidental to the contract unit price for JANITORIAL/GROUNDS MAINTENANCE.

HOLIDAY WEEK AND SUMMER WEEKEND REST AREA COVERAGE

During the following dates, the Contractor shall provide one male employee to maintain the men's rest room and one female employee to maintain the women's rest room at the rest area between the hours of 6:00 a.m. and 10:00 p.m. each day.

HOLIDAY WORK SCHEDULE

2016	2017	2018	2019	2020
	May 27, 28, 29	May 26, 27, 28	May 27, 28, 27	May 23,24,25
	July 2, 3, 4, 5	July 3,4,5,6	July 2,3,4,5	July 1, 2, 3,4
Sept 3, 4, 5	Sept. 2,3,4	Sept. 1, 2, 3	Aug. 31, Sept. 1, 2	Sept. 5, 6, 7

CONTRACT INFORMATION			
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Jonesville Roadside Park		
BUILDING ADDRESS:	US -12, ½ mile E. of Dobson Rd.		
REGION / COUNTY:	University/Hillsdale		
PROCUREMENT OFFICE NAME:	MDOT		
PROCUREMENT OFFICE CONTACT NAME:	**Mark Morrison**	**CONTACT PHONE #:**	**517-241-2343**
PROCUREMENT OFFICE CONTACT E-MAIL:	**MorrisonM@michigan.gov**	**CONTACT FAX #:**	
PROGRAM MANAGER NAME:	Bob Batt	**CONTACT PHONE #:**	517.750.0410
PROGRAM MANAGER CONTACT E-MAIL:	battb@michigan.gov	**CONTACT FAX #:**	517.750.4397

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	N/A	**OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:**	N/A
ESTIMATE OF AREA TO BE SERVICED: **(IF APPLICABLE)**	N/A	**(FILL IN IF NEEDED)**	N/A
IDENTIFY DAYS OF SERVICE:	Determined by PM	**IDENTIFY HOURS OF SERVICE:** **[EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	Determined by PM

PART II – PRICING SHEET SUMMARY
(INFORMATION SHEET TO BE CUSTOMIZED BY AGENCY & PRICING PROVIDED BY BIDDER)

REST AREA / ROAD SIDE PARK

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Jonesville Roadside Park Janitorial	Week	28 weeks	$ 495.44	$ 13,872.32
☑	Dundee WC Lawn Maintenance	Per Cycle	28	$ 82.55	$ 2,311.40
☑	Dundee WC Spring / Fall Cleanup	Per Cleanup	2	$ 645.76	$ 1,291.52
				YEAR TOTAL	$ 17,475.24

Quantities are estimates only; actual work performed based by Contract Compliance Inspector.

The regular weekly hours of cleaning at the rest area shall be as follows:

Jonesville Roadside Park

	SUMMER May 1st to October 31st	WINTER November 1st to April 30th
Monday - Sunday	7:00 a.m. – 10:00 a.m.	Closed

CALL BACKS

The Contractor is expected to respond to “call back” from the Contract Administrator, or designated representative, to site specific complaints (graffiti, messy conditions, etc) at the roadside parks, outside of the normal hours detailed in this contract. The “call back” is expected to be infrequent in nature and shall be considered incidental to the contract unit price for JANITORIAL/GROUNDS MAINTENANCE.