STATE OF MICHIGAN PROCUREMENT

Michigan Department of State
430 W. Allegan
Lansing, MI, 48133

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **231 220000001529**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	
	Able and Willing Janitorial
	PO Box 361232
	Grosse Pointe Farms, MI 48236
	Sondra Miller
	586-601-7246, 313-516-5298
	ABLE&WILLINGLLC@HOTMAIL.COM
	CV0011119

STATE		
Program Manager	April Van Oast	MDOS
	586-532-6548	
	VanOasta@Michigan.gov	
Contract Administrator	Ross Anderson	MDOS
	517-241-1513	
	AndersonR36@Michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION:			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
09/01/2022	08/31/2025	2. One Year	08/31/2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
Per Schedule A and B of Contract			
MISCELLANEOUS INFORMATION			
Three year janitorial contract at MDOS Branch 164. Shelby Township office (50640 Schoenherr Road, Shelby Twp, MI, 48315), with two, one year options available			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			**$15,583.59**

FOR THE CONTRACTOR:

ABLE & WILLING JANITORIAL SERVICES

Company Name

SONDRA MILLER

Authorized Agent Signature

SONDRA MILLER

Authorized Agent (Print or Type)

9/15/2022

Date

FOR THE STATE:

Cindy Paradine

Signature

Cindy Paradine
Financial Services Director

Name & Title

Department of State

Agency

9/15/2022

Date

Schedule B - Location Specification Sheet (LSS)

Janitorial contract awards are subject to the Sheltered Workshop Sections of P.A. 431 of 1984 (MCL 18.1293 – 18.1297). In order to receive further award consideration, a bidder's work plan and location pricing MUST indicate that you make a profit. Bids submitted indicating a loss will be considered non-responsive.

A. Contract and Program Manager Information

CONTRACT INFORMATION				
SERVICE BEGIN DATE:	**Note Service Begin Date:**		**OPTIONS:**	Two, 1-Year - See Contract
	9/1/2022		**CONTRACT END DATE:**	8/31/2025
CONTRACTING AGENCY:	Department of State			
BUILDING NAME and NUMBER:	Branch #164 Shelby Township			
BUILDING ADDRESS:	50640 Shoenherr Rd, Shelby Township, MI, 48315			
IS LOCATION ON CRO "SET ASIDE"?	Yes ___ No _X_			
SCHEDULED TO BE IN FUTURE?	Yes __ No _X__			
PROSPERITY REGION and COUNTY:	Prosperity Region: #10 Detroit Metro Prosperity County: Macomb			

*Highlighted areas, frequencies and Replenishable Items Table to be completed by Agency /Program Area

PLEASE NOTE;

DAILY CLEANING TO INCLUDE ALL HIGHTOUCH POINTS (IE. DOOR KNOBS, PUSH/PULL BARS, DOOR HANDLES) WITH APPROVED INFECTIOUS DISEASE CLEANING CHEMICAL WITH NO ADDITIONAL CHARGES FOR COVID CLEANING

PROCUREMENT CONTACT INFORMATION			
CONTACT	**NAME**	**EMAIL**	**PHONE**
DTMB BUYER:	Lisa Spitzley	spitzleyL4@michigan.gov	517-249-0440
AGENCY BUYER:	Ross Anderson	AndersonR36@michigan.gov	517-241-1513
PROGRAM MANAGER:	April Van Oast	vanoasta@michigan.gov	586-532-6548

BUILDING LOCATION INFORMATION			
WORKING DAYS of BUILDING OCCUPANTS:	**M-F**	**OFFICIAL WORKING HOURS of BUILDING OCCUPANTS:**	**M/T/TH/F 9 am-5 pm WED 11a - 7p**
NUMBER of EMPLOYEES:		**APPROXIMATE DAILY VISITORS:**	
DAYS of CLEANING SERVICE:	**M-F**	**IDENTIFY HOURS of CLEANING SERVICE:**	**M/T/Th/F 7p - 7a WED 9:00pm - 7am**
TOTAL SQ. FT. to be CLEANED:	**5,500**	**NUMBER of STORIES in BUILDING:**	**1**
SQ. FT. **CARPET**:	**5,054**	**AREA(S): Offices, Hallways**	
SQ. FT. **HIGH TRAFFIC CARPET**:		**AREA(S): Offices**	
SQ. FT. **VINYL**:	**250 VCT - Breakroom (Strip, seal, wax, buff)**	**AREA(S): Break Rooms**	
SQ. FT. **CERAMIC**:	**196 - no wax**	**AREA(S): Common areas, entrance way, Locker rooms**	
SQ. FT. **CONCRETE**:		**AREA(S): Courtyard & Kitchen**	
SQ. FT. **TERRAZO**:		**AREA(S): Courtyard**	
SQ. FT. **RUBBER FLOORING:**		**AREA(S): Gyms, fun area**	
NUMBER of RESTROOMS in BUILDING:	4	**NUMBER of TOTAL UNITS for BUILDING RESTROOM(S): *see Additional Information 8**	

NUMBER of DESIGNATED BREAK ROOMS in BUILDING:

- 1

Is window cleaning required? (Specify if Interior and / or Exterior and Number of Floors – typically 1st Floor for Exterior.)

- Yes, wash all interior & exterior windows inside and outside (weather permitting).

Does location have child play area(s), gymnasium, locker room, etc.? If so, please identify along with cleaning standard.

- No

Does location have a cafeteria/café/snack bar?

- No

What is the RECOMMENDED Level of Insurance Risk for this Contract? [EXAMPLE: LOW, MODERATE OR HIGH] DTMB-OAS & AGENCY to determine

- Moderate

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

*****Removal of salt stains from the carpeting is considered part of daily spot cleaning - extremely important the carpet is spot cleaned daily***. A. Salt stains may require the use of carpet cleaning equipment(extractors). Vendor must have equipment available to clean salt stains completely on a weekly basis. B. Cleaning of salt stains is not condiderd part of the semi-annual cleaning.**

C. Description of Service Needs TASK AND FREQUENCIES

Services	**Frequency**					
	Daily (Each time scheduled to clean; 247 per year)	**Weekly** (Once per week; 52 times per year)	**Monthly** (Once per month; 12 times per year)	**Quarterly** (Once per Quarter; 4 times per year)	**Semi (or) Bi-Annual** (3 (or) 2 times per year)	**Annual** (Once Per Year)
Basic Services - Agency Complete Frequencies Below						
1. Office Cleaning						
(*Note* : The days office cleaning is to occur will be determined by the Facility Supervisor.)						
a.) Vacuum carpet, sweep & damp mop hard surface floor if applicable. Remove spots/stains from carpet.	**1x/day**					
b.) Empty waste receptacles	**1x/day**					

c.) Dust high and low, including all surfaces which gather dust. Do not dust desk surfaces or adjacent work surfaces.			**1x/month**			
2. Restrooms						
a.) Close restroom						
b.) Empty waste receptacles	**1x/day**					
c.) Fill dispensers ** See Replenishable Supplies	**1x/day**					
d.) Dust	**1x/day**					
e.) Clean and sanitize waste receptacles		**1x/week**				
f.) Dust mop	**1x/day**					
g.) Clean and sanitize sinks	**1x/day**					
h.) Clean glass and mirrors	**1x/day**					
i.) Clean and sanitize toilets and urinals	**1x/day**					
j.) Empty and sanitize all sanitary napkins receptacles	**1x/day**					
k.) Clean and sanitize wall around toilets and urinals, stall and entry doors, and partitions between toilets, urinals and sinks. Also perform any obvious spot cleaning.	**1x/day**					
l.) Damp mop (Note: Damp mops used in restrooms are not to be used for non-restroom areas.)	**1x/day**					
m.) Vacuum carpet if applicable	**1x/day**					
n.) Maintain floor drain(s)/traps free of odors	**1x/day**					
o.) Service restrooms as requested by Facility Supervisor	**1x/day**					
3. Drinking Fountains						
a.) Clean, sanitize and wipe dry	**1x/day**					
4. Lobbies and Corridors						
a.) Empty trash/ recyclable paper pick up	**1x/day**					
b.) Pickup for miscellaneous recyclable materials						
c.) Remove carpet runners, clean floor underneath and replace runners	**1x/day**					
d.) Vacuum carpet and runners	**1x/day**					
e.) Dust mop	**1x/day**					
f.) Damp mop or machine scrub	**1x/day**					
g.) Maintain clean glass - includes entrance doors	**1x/day**					
h.) Completely dust all fixtures - includes ledges, edges, shelves, exposed pipe, furniture, partitions, door-frames, etc.		**1x/week**				
i.) Damp wipe all non-upholstered furniture, tables & counter areas including visitor/breakout rooms.	**1x/day**					
j.) Vacuum upholstered lobby furniture	**N/A**					
5. Wall /Partition Cleaning / Washing						
a.) Spot cleaning - including light switches	**1x/day**					
6. Stairway Cleaning, including those in parking ramps						
a.) Vacuum/dust mop/sweep	**N/A**					
b.) Vacuum/dust mop/sweep - **Winter** (November 1 - April 1) for **designated** areas.	**N/A**					
c.) Dust	**N/A**					
d.) Clean w/ sanitizer & wipe dry handrails & doorknobs	**N/A**					

e.) Damp mop	**N/A**					
f.) Damp mop - **Winter** (November 1 - April 1) for **designated** areas.	**N/A**					
g.) Spot clean walls and glass	**N/A**					
7. Elevator Cleaning						
a.) Clean door guide tracks	**N/A**					
b.) Dust, damp wipe and wipe dry handrails, cab walls, doors	**N/A**					
c.) Vacuum carpet/damp mop	**N/A**					
8. Thoroughly Clean Store Rooms/Janitor Closets						
a.) Organize, tidy, and clean			**1x/month**			
9. Designated Breakroom Cleaning						
a.) Empty food barrels/waste receptacles and clean receptacle covers		**1x/week**				
b.) Sweep/dust mop/vacuum floors		**1x/week**				
c.) Refill paper towel dispensers		**1x/week**				
d.) Damp mop						
e.) Clean, scour and sanitize sinks		**1x/week**				
f.) Damp wipe cabinetry, counter tops, table tops and outer surfaces of refrigerators	**1x/day**					
g.) Clean under small counter top appliances		**1x/week**				
h.) Clean top of paper towel dispensers		**1x/week**				
i.) Damp mop spills						
j.) Damp mop and shine vinyl floors						
10. High Use Areas Special attention must be given to the areas listed below. Both schedules & duties will be conducted as indicated. The facility supervisor reserves the right to schedule the activities listed in this section. **Cleaning to include: vacuum carpet, sweep & damp mop hard surface floors, remove spots/stains from carpet, empty waste receptacles and clean waste receptacle covers as applicable.**						
a.) Cafeterias and cafes/snack bars	**N/A**					
b.) Clean tables and counter tops except for food serving and prep areas	**N/A**					
c.) Vending machine areas, concession stands, lounges and recreation areas	**N/A**					
d.) Empty food barrels	**N/A**					
e.) Conference rooms	**N/A**					
f.) Clean drawing boards in conference rooms	**N/A**					
11. Variable Procedures						
a.) Emergency stain/gum removal from carpet	**N/A**					
b.) Empty exterior ashtrays/trash receptacles & clean all general areas including entrances, during **Winter** months of November 1 - April 1.	**N/A**					
c.) Empty exterior ashtrays / trash receptacles & clean all general areas including entrances, during **Summer** months of April 1 - October 31.	**N/A**					
d.) Wash all waste receptacles (inside & out) which present a soiled or odorous condition & sanitize	**N/A**					
e.) Replace waste receptacle liner when soiled or worn	**N/A**					
f.) Assist in snow removal operations around main building entrances, staffing changes may be needed	**N/A**					

g.) Entry leaf removal/sweeping fall season	**N/A**					
12. Special – Building Specific Tasks						
Building Name:						
a.) Task						

*Any additional service items specific to this facility, add in Section 12. Special - Building Specific Tasks

Services	**Frequency**					
	Daily (Each time scheduled to clean; 247 per year)	**Weekly** (Once per week; 52 times per year)	**Monthly** (Once per month; 12 times per year)	**Quarterly** (Once per Quarter; 4 times per year)	**Semi (or) Bi-Annual** (3 (or) 2 times per year)	**Annual** (Once Per Year)
Periodic Services (the program manager's prior approval is required for these services.)						
13. General Tasks						
a.) Wash exterior-facing windows (interior and exterior of windows)				**4x year**		
b.) Dust walls high and low				**4x year**		
c.) Clean air bars and vents				**4x year**		
d.) Dust/clean baseboards				**4x year**		
e.) Dust/clean blinds, curtains, window treatments				**4x year**		
f.) Vacuum fabric upholstered furniture						
g.) Light fixture/lens cleaning					**2x year**	
h.) Thorough wall / partition vacuuming and washing, after renovations or modifications as required						
i.) Additional/ Emergency services						
14. Intensive Floor Care						
a.) Spray buff finished hard surface floors - removing scuff marks included				**N/A**		
b.) Power scrub restroom floors				**4x year**		
c.) Clean carpet runners / mats					**2x year**	
d.) Clean carpet in **high traffic** areas, includes main hallways, cubicle/ office hallways, elevators, lobbies and cafeteria/cafes				**N/A**		
e.) Carpet Cleaning - **entire floor** including inside cubicles and offices					**2x year**	
f.) Scrub and refinish stairwell floors				**4x year**		
g.) Top strip & refinish floors (Breakroom)				**N/A**		
h.) Strip & refinish all hard surface floors				**N/A**		

Special – Additional Cleaning Procedures in Response to Infectious Disease – For Quotation Purposes Only

In order to minimize the impact of infectious diseases in Michigan Department of State (MDOS) branch offices or any other MDOS office, the following procedures, at the designated frequencies, may be requested and/or discontinued at the discretion of MDOS. The contractor will be required to have sufficient staff in place to accomplish these additional tasks at the start of the contracted dates, or within five (5) working days of notification of the need for implementation by the Program Manager if not requested at contract start.

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

These cleaning procedures must be performed nightly at the same time of the regular cleaning. These tasks will be performed on each regularly scheduled State of Michigan work day. Any adjustments or changes to the cleaning times must be approved by the Program Manager for that location.

Services	**Frequency**					
Quote for Additional Cleaning Procedures in Response to Infectious Disease (daily high touchpoint cleaning with infectious disease cleaner is	**Daily** (Each time scheduled to clean; XX per year)	**Weekly** (Once per week; 52 times per year)	**Monthly** (Once per month; 12 times per year)	**Quarterly** (Once per Quarter; 4 times per year)	**Semi (or) Bi-Annual** (3 (or) 2 times per year)	**Annual** (Once Per Year)

a.) Thoroughly disinfect all interior and exterior entry door hardware. This includes all push/panic bars, door knobs, door levers and handicap entry buttons.	**1/day**					
b.) Thoroughly disinfect all handrails in building entries or other common areas.	**1/day**					
c.) Thoroughly disinfect all lobby mounted and cab mounted elevator call buttons. To avoid damage to elevator controls systems and other electrical components, the appropriate disinfectant must not be sprayed directly onto elevator call buttons or panels. The disinfectant should first be applied to a cloth then wiped on the surface to be disinfected.						
d.) Thoroughly disinfect all push/panic bars, door knobs, door levers or other door opening devices	**1/day**					
e.) Thoroughly disinfect all push/ panic bars, door knobs, door levers or other door opening devices on restroom doors.	**1/day**					
f.) Check hand sanitizer levels in all lobby and entrance dispensers. Report empty or nearly empty dispensers to the Facility Supervisor. Hand sanitizer refills will be supplied by DTMB and the dispensers will be stocked by DTMB staff.	**n/a**					

***NOTE*:**
Services requested by the Facility Supervisor and performed by the contractor, which are beyond the scope of this service contract, shall be billed separately at the hourly rate quoted by the contractor for additional / emergency services.

SUPPLEMENTARY TASKS*

- To be determined by Program Manager.

NOTES AND ADDITIONAL INFORMATION

● All cleaning schedules are to be established with and approved by the Program Manager (PM) at the beginning of the contract period. Service delivery begin date will be determined by PM. Any deviation from the established schedule must be pre-approved by the PM.

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

(Agencies should edit, add, delete, as needed to describe location needs):

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

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

* For each replenishable item, indicate who will be responsible for purchasing these items, Agency or Contractor;

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

PRICE

To be completed by Agency
To be complete by Vendor

MDOS Branch #164 Shelby Township; 50640 Schoenherr Road, Shelby Twp, MI, 48315	
Contract #	TBD
Anticipated Service Start Date:	9/1/2022
Contract End Date:	8/31/2025
Option Years:	Two, 1-Year - See Contract

BASIC JANITORIAL WAGES – Enter hourly PAY rate. Do not include taxes or insurance.

	Employees		Hours		Rate		Days		Total
Daytime Cleaners		x		x		x		=	$ -
Nighttime Cleaners	1	x	1.2	x	9.9	x	247	=	$ 2,934.36
Supervisor Cleaning	1	x	0.5	x	10	x	24	=	$ 120.00
Other		x		x		x		=	$ -
Other		x		x		x		=	$ -
								BASIC ANNUAL JANITORIAL WAGES (A)	**$ 3,054.36**

ANNUAL BUSINESS COSTS	Total(Bidder Complete)
Annual Cost for Cleaning Supplies and Equipment	$ 100.00
Replenishment Supplies (not applicable for DHS locations)	
Insurance (General Liability and Worker's Compensation)	$ 25.00
Wage Overhead - (A) Basic Annual Janitorial Wages x 19.26%	$ 588.00
Other – (Provide detailed list. Insert rows as needed)	
Profit	$ 1,500.00
TOTAL ANNUAL BUSINESS COST (B)	**$2,213.00**
BASIC ANNUAL JANITORIAL WAGES (A)	$ 3,054.36
+ TOTAL ANNUAL BUSINESS COSTS (B)	$2,213.00
TOTAL ANNUAL JANITORIAL BASE RATE (C)	**$ 5,267.36**
C ÷ 12 = TOTAL MONTHLY INVOICE AMOUNT	**$ 438.95**

PERIODIC SERVICES	**Annual = 1 Semi = 2 Tri = 3 Qrtly = 4**		**Price Per Service**		**ANNUAL PRICE**
13. General Tasks					
a.) Wash exterior-facing windows (interior and exterior of windows)"	4	x	$ 50.00	=	$ 200.00
b.) Dust walls high and low	4	x	$ 25.00	=	$ 100.00
c.) Clean air bars and vents	4	x	$ 20.00	=	$ 80.00
d.) Dust/clean baseboards	4	x	$ 10.00	=	$ 40.00
e.)Dust/clean blinds, curtains, window treatments	4	x	$ 10.00	=	$ 40.00
f.) Vacuum fabric upholstered furniture		x		=	$ -
g) Light fixture/lens cleaning	2	x	$ 10.00	=	$ 20.00
14. Intensive Floor Care					
a.) Spray buff finished hard surface floors - removing scuff marks included		x	$ -	=	$ -
b.) Power scrub restroom floors	4	x	$ 75.00	=	$ 300.00
c.) Clean carpet runners / mats	2	x	$ -	=	$ -
d.) Clean carpet in **high traffic** areas, includes main hallways, cubicle/office hallways, elevators, lobbies and cafeteria/cafes		x		=	$ -
e.) Carpet Cleaning - **entire floor** including inside cubicles and offices	2	x	$ 75.00	=	$ 150.00
f.) Scrub and refinish stairwell floors		x		=	$ -
g.) Top strip & refinish floors (Breakroom)	4	x	$ 75.00	=	$ 300.00
h.) Strip & refinish all hard surface floors		x		=	$ -
				TOTAL ANNUAL PERIODIC SERVICES (D)	**$ 1,230.00**

TOTAL ANNUAL JANITORIAL BASE RATE (C)	$ 5,267.36
+ TOTAL ANNUAL PERIODIC SERVICES (D)	$ 1,230.00
TOTAL QUOTE FOR ONE YEAR (E)	**$ 6,497.36**
TOTAL QUOTE FOR CONTRACT (F)	**$ -**

Square Feet of Area to be cleaned:		**$**
TOTAL AVERAGE cost per square foot per month:	Basic Janitorial	$ 0.70
TOTAL AVERAGE cost per square foot per year:	Basic Janitorial	
TOTAL AVERAGE cost per square foot per month:	All Services	
TOTAL AVERAGE cost per square foot per year:	All Services	

SUBCONTRACTORS(Bidder Complete)	
Sub-contractor Total Costs	**$0.00**

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

Description	Quote Per Hour
Emergency Services: (Includes cleaning services for emergency situations such as restrooms overflow, etc.)	$ 100.00
Description	**Quote Per Hour**
Infectious Disease Control: (Refer to Attachment A SOW for a complete description)	$ 100.00
Description	**Quote Per Square Foot**
Additional Carpet Cleaning: Carpet shampooing of tenant areas upon request, per square foot	$ .15
Description	**Quote Per Chair**
Requested Chair Cleaning: Shampooing/cleaning/stain removal of upholstered fabric chairs upon request	$ 6.00
Description	**Quote Per Hour**
Miscellaneous facility maintenance services: (Includes light maintenance such as hanging paper towel dispensers or hanging storage shelves)	$65.00

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

Company	
Vendor ID	
Vendor Signature	
Date	
Telephone Number	
Cell Phone Number	
Email	

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Request for Quote

Janitorial Services – Branch 164 Shelby Township

BACKGROUND

This RFQ is for Janitorial Services at our Shelby Township, Michigan Secretary of State branch office.

Janitorial contract awards are subject to the Sheltered Workshop Sections of P.A. 431 of 1984 (MCL 18.1293 – 18.1297). In order to receive further award consideration, a bidder's work plan and location pricing MUST indicate that you make a profit. Bids submitted indicating a loss will be considered non-responsive.

Schedule A
Janitorial Services

STATEMENT OF WORK
CONTRACT ACTIVITIES

SCOPE

This contract is for Janitorial Services located at our Shelby Township Secretary of State office.

1. GENERAL REQUIREMENTS

A. 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.

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

C. Refer to Location Specification Sheets for hours of basic janitorial cleaning.

D. Refer to Location Specification Sheets for days and hours of periodic services.

E. The State of Michigan will not pay for unperformed service as determined by its applicable Program Manager.

F. The Contractor will not be paid for services performed on State Holidays unless pre-approved in writing (email acceptable) by Program Manager or designee.

G. State Holidays include:

New Year's Day
Martin Luther King, Jr. Birthday
Presidents Day

Memorial Day
Juneteenth Day
Independence Day
Labor Day
Veteran's Day
Election Day
Thanksgiving Day (Thursday and Friday)
Christmas Eve
Christmas Day
New Year's Eve

1.1. SPECIFICATIONS - Following is a list of general areas and general cleaning specifications. Refer to Location Specification Sheets detailing site-specific requirements, not every location requires all general clean specifications.

A. Office Areas, Conference Rooms, Offices, Workstations, Etc.

1. All Floors

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

2. Carpeted Floors

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

3. Periodic Carpet Cleaning

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

4. Non-Carpeted Floors

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

5. Scrub and Reseal Hard Surface Floors

a. Remove all moveable items and carpet runners. All objects readily moveable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. This includes chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.
b. Chairs, wastebaskets, and other items must not be stacked on desks, tables or windowsills, nor used in place of a stepladder.
c. Completely remove all dirt, was and other foreign substances in returning the floor to its original surface. If top stripping, only remove the top layer of wax before reapplying.
d. Apply a thin coat of sealer with caution to prevent streaking or bleaching of floor surface. This application in preparation for waxing must be according to manufacturer's recommendations.
e. The stripper, sealer and wax products used must be compatible for this activity.
f. Apply wax in a thin, even coat and machine buff with a high-speed buffer immediately after drying.
g. The number of coats applied will depend on the type and condition of the floor.
h. All waxed surfaced must be maintained so as to provide a safe ANTI-SLIP walking condition.
i. Baseboards, walls, furniture, and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.
j. Replace all moved items and carpet runners.

6. Wet Mop Areas

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

7. Walls / Doors / Windows

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

8. All Dusting / Spot Cleaning

a. Dust surfaces with the most effective method, either a treated dust cloth or vacuum tools. Do not move dust from spot-to-spot.
b. Leave no dust streaks.
c. Corners, crevices, molding, and ledges should be free of dust and cobwebs.
d. Leave no oil spots or smudges on dusted surfaces.
e. Horizontal surfaces requiring dusting include, but are not limited to, counter tops, file cabinets, tables, coat racks, partition tops, window ledges, door, and window frame trim, etc.

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

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

11. **Recyclables**
   a. Pick up recyclables from recycling containers and remove to designated containers in the loading dock area. This does not include individual boxes on desks or in cubicles. Recyclables are not to be mixed included white and colored paper.

12. **Air Bars and Vents**
   a. Vacuum dust and dirt from air bars and vents.
   b. Damp wipe clean with approved sanitizer solution.
   c. Wipe dry.

B. Restrooms

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

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

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

4. **Sinks / Faucets and Spigots**
   a. Using approved cleaning solution (no abrasive cleansers), thoroughly clean sinks, faucets, and spigots.
   b. Rinse cleanser residue, then wipe each item with approved sanitizer solution and allow to air dry.

5. **Dusting / Spot Cleaning / Other Surfaces / Trash / Dispensers**
   a. Dust all surfaces, ledges, fixtures, edges, shelves, exposed pipes, partitions, door frames, ceiling vents, lighting devices. Pay particular attention to tops of horizontal surfaces.
   b. Using approved cleaning solution, thoroughly clean mirrors and counters.
   c. Using approved cleaning solution, thoroughly clean handicap rails, baby changing stations, hand dryers, paper towel dispensers, light switch covers, doors, hand and kick plates, etc.
   d. Wipe each surface with approved sanitizer solution and allow to air dry.
   e. Spot clean all walls around sinks, waste receptacles, handicap rails, baby changing stations, switch and plug covers, entrance doors (inside and out), etc., with approved germicidal solution.
   f. Empty, clean, and sanitize all sanitary napkin dispensers and waste receptacles.
   g. Empty waste receptacles into plastic bags, tie off and remove to designated location.
   h. Polish all chrome.
   i. Check all dispensers (i.e. hand soap, paper towels, toilet paper, etc.). Refill as necessary

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

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

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

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

C. Breakroom

1. **Floors**

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

2. Other

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

D. Furnace Room / Janitorial Closet

1. Keep clean as needed.

E. Exterior Areas

1. Pavement

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

2. Ashtrays

a. Empty and clean ashtrays at the exterior of the building
b. Sand receptacles must be cleaned by sifting sand. Add clean sand as needed.
c. Dry receptacles must be emptied and cleaned.
d. Cigarette or cigar butts, matches and other discarded material shall be removed from the receptacle and the receptacle wiped so that it is free of dust, ashes, odors, tar, streaks and nicotine stains.

F. Cleaning Rags and Materials

1. The Contractor agrees to furnish and maintain in a clean, sanitary condition all cleaning rags, sponges, etc.

G. Materials, Treatment, Etc.

1. Chemicals, Cleaners and Finishes

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

i. The Contractor agrees to accept sole responsibility for preserving and protecting State-owned or occupied property against damage or deterioration.

H. Replenishable Supplies

1. Please refer to each individual Location Specification sheet regarding responsibility of Replenishable Supplies
2. Do not fill paper towel sheets above the fill line.

I. Emergency Cleaning

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

J. Hazardous Conditions

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

K. Mechanical and Other Equipment

1. The Bidder agrees to furnish all mechanical and / or power equipment required to perform the Contract Activities.
   a. Equipment may include, but is not limited to:
      i. Vacuums
      ii. Floor machines/Carpet Cleaners
      iii. Snow blowers
      iv. Shovels
      v. Hoses
      vi. Rakes
      vii. Gloves
      viii. Eyewash
      ix. Wet floor signs
      x. Cotton mop heads and handles
      xi. Mop buckets
      xii. Scrub pads

   b. Contractor owned equipment may be stored on site when not in use, if room allows. Program Manager or designee will notify Contractor of proper storage location.

   c. Contractor maintains sole responsibility for all Contractor property stored on site.

L. Inspection and Correction of Deficiencies

1. Performance Evaluations will be given to the Contractor noting exceptions in performance to the required specifications.
2. Contractor must correct deficiencies as follows:
   a. Basic Janitorial Services – deficiency must be corrected within 8 business hours (State Business Hours)
   b. Periodic Services – deficiency must be addressed within 24 business hours.
3. Failure to perform or failure to correct deficiency within the specified time may result in a Vendor Performance entered against the Contractor, a deductible incident, and / or contract cancellation. Refer to Section 6.0 for detail regarding deductible incidents.

2.0. Warranties

1. The State reserves the right to require additional warranties other than those identified by the Bidder in response to this RFP.

2. **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:
      b. Verbally – within one hour of the damage or discovery of damage, and
      c. 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:
      d. The State will repair, replace or cleanup the damage.
      e. The State will provide the Contractor with documentary evidence (i.e. invoices, etc.) of the costs associated with the repair, replacement or cleanup, and
      f. 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
         i. 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.

3. **Health, Safety and Environmental Protection**
   1. The Bidder agrees to conform to all applicable federal, state and local laws and to the requirements of any resulting contract from this RFP.
   2. In performing the Contract Activities, the Bidder must:
      a. Take all reasonable precautions to prevent the release of hazardous chemicals into the environment.
      b. Take all additional precautions the Program Manager or designee requires.
   3. Any violation of the health, safety and environmental rules may be grounds for termination of this contract.

3.0 Roles and Responsibilities

A. Staffing

1. Contractor Representative

a. 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").

b. The Contractor must notify the Contract Administrator at least ten (10) calendar days before removing or assigning a new Contractor Representative.

c. Employees may be required to go through site specific training.

2. Key Personnel

a. The Contractor agrees to employ, at a minimum, one Key Personnel defined by the State as a full-time Project / Regional / Area or Site Supervisor who will be directly responsible for the day-to-day operations of the Contract.
b. Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 8 business hours.
c. The State reserves the right to require the Contractor to employ more than one Key Personnel to adequately supervise the day-to-day Contract Activities.
d. 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.
e. 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.
f. The State may request a résumé and conduct an interview before approving a change.
g. The State may require a 30 calendar day training period for replacement personnel.
h. Key Personnel shall act as the Contractor's designated representative at the specified locations.
i. Key Personnel will be trained and qualified to directly supervise the day-to-day Contract Activities.
j. General employees or attendants are not substitutes for Key Personnel.

3. Non-Key Personnel - Site Staffing

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

4. Sub-Contractors

A. Disclosure of Subcontractors
   1. If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:
      a. The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
      b. The relationship of the subcontractor to the Contractor.
      c. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
      d. A complete description of the Contract Activities that will be performed or provided by the subcontractor.
      e. Of the total bid, the price of the subcontractor's work.

5. Employee Requirements

A. 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.
2. A standard of dress will be considered a uniform, if utilizing a standard of dress it must be approved by the Program Manager.

B. Training and Certifications

C. Prohibited activities

1. Perform personal chores for anyone.
2. Smoke while performing job duties

3. Read newspapers, magazines, books or other matter other than State or contractor issued directives.
4. Use personal electronic devices these include but are not limited to: Smart phones, music/media players, gaming devices, tablets, laptop computers
5. Have pets at work unless a certified service animal must be approved by program manager
6. Consume alcoholic beverages or narcotics or be under their influence when reporting for or while on duty
7. Have relatives or personal visitors
8. Sleep or give the appearance thereof
9. Consume food or beverages in public view
10. Play radios or televisions
11. Initiate or receive personal telephone calls on facility telephones. The contractor shall be responsible for all unauthorized telephone calls placed on State telephone lines.
12. Fraternizing with agency staff, clients, tenants, or visitors to the building or unnecessarily disrupt tenants from their work while performing their contractual duties.
13. Use any State Computers.

6. Recruitment and Retention

1. Bidder must indicate if Site Staffing are direct employees or contracted staff. If contracted staff, please list information requested in Section 3.D., Sub-Contractors.

2. When advertising for recruitment, the Bidder's name shall be specified, not the State of Michigan. Bidder must provide detailed description of the manner in which they recruit quality employees.

3. Bidder must provide detailed information regarding organizational employee benefits packages and endeavors to retain employees such as, vacation time/sick time/doctor visits, uniforms, etc.

4. Bidder must provide starting wage information and average wage information of Site-Staffing:

4.0 Project Plan Management

A. Project Work Plan

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.
4. The state reserves the right to reduce the number of cleaning days if the state is under furlough days.

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 may be grounds for immediate contract termination.
2. If the contract is cancelled, the contract may be awarded to the next qualified Contractor for this RFP.

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 on Location Specification Sheet
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
   a. The Program Manager or designee will 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.
   b. The Program Manager or designee will maintain a record of complaints from the agency or departmental staff and provide record of complaints to the Contractor. The record will identify areas requiring special attention, on the day the complaint was received, which must be completed by the Contractor within eight business hours of receipt.
   c. The Contractor 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 8 business hours for basic janitorial issues, and within 24 business hours for periodic services, or sooner, depending on the severity of the task.

6.0 Deductible Incidents, Escalation and Vendor Performance

A. Contractual Deductions and Deductible Incidents

1. Deductible Incidents include, but are not limited to:
   a. Failure to Respond to Emergency Situations
   b. Unsatisfactory Conditions
   c. Unstaffed / Unattended Conditions
   d. Unsatisfactory / Incomplete Landscaping
   e. Unsatisfactory / Incomplete Snow Removal
   f. Incomplete or Missing Records or Reports
   g. Inadequate Supplies

2. Failure to Respond to Emergency Situations
   a. In the event of an emergency, the Program Manager or Designee will telephone the assigned Key Personnel.

b. Key Personnel failure to respond to the Program Manager or Designee within TWO (2) hours of the initial call may result in a $250.00 invoice deduction and an additional deduction of $100.00 for every ½ hour of delay.

3. Unsatisfactory Conditions
   a. The Program Manager or Designee is authorized to determine whether Contract Activities are satisfactory.
   b. If the Program Manager or Designee determines any Contract Activity has not been adequately performed, the Facility or Program Manager or Designee will immediately notify the Contractor of the unsatisfactory condition.
   c. The Contractor must correct the unsatisfactory condition within eight (8) business hours from notice of the deficiency.
   d. Failure to correct the unsatisfactory condition within eight (8) business hours may result in a $25.00 per day invoice deduction for the first day, and a $100.00 deduction for each additional day.
4. Unstaffed / Unattended Conditions
   a. 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 or absence by the same employee.
5. Incomplete or Missing Records or Reports
   a. Incomplete or missing MSDS sheets may result in a $150.00 per day invoice deduction.
   b. Failure to complete and submit any required report or form within specified time may result in a $150.00 per day invoice deduction.
6. Inadequate or Unapproved Supplies
   a. Inadequate supplies, or unapproved supplies found on site, may result in a $150.00 per day invoice deduction.

B. Escalation (Contract Compliance)

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

7.0 Contract Management

A. Reporting

1. **Reports and Forms**
   a. The Contractor agrees to provide all required repots and complete all required forms.
   b. Reports and forms may include, but are not limited to:
      i. Weekly Time Keeping Reports
      ii. Monthly Task Report
   c. The State reserves the right to require other reports or completion of additional forms.
2. **Damage Reports**
   a. In all instances where State property or equipment is damaged, the Contractor shall submit to the Program Manager or designee a Damage Report containing the facts and extent of the damage. Damage reports must be submitted verbally within one hour of the damage, and in writing within twenty-four (24) hours of the damage.
3. **Accident Reports**
   a. The Contractor shall comply with State of Michigan, OSHA, and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness.
   b. The Contractor 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**
   a. The Contractor agrees to provide monthly time sheets, submitted to the Program Manager of designee by the 15th of each month the state prefers these to be sent by email. The time sheets must include:
      i. Employee name
      ii. Dates worked
      iii. Area worked
      iv. Hours worked – including starting and quitting times
5. **SDS Forms**
   a. 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:
   a. Kick-off meeting within 30 calendar days of the Effective Date of the contract.
   b. Annual Service Review and Progress Meeting
   c. Quarterly Program Manager Meeting
2. 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.
3. 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.
4. The State may request other meetings as it deems appropriate.

8.0 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.
2. Drug Testing
   a. 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.
   b. The following drug testing procedures will be in place for the life of the contract:
      i. **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
      ii. 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.
      iii. 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.

iv. 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.

3. Background Checks
   a. Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. Documentation must be provided upon request to the Program Manager or designee where the work is being performed. Contractor is responsible for all costs associated with the processing the background checks. The State, in its sole discretion, may also perform background checks and request identifying information to complete background check for all contractors including owners/workers who may be accessing a State of Michigan facility and/or leased building to complete the background check. At no time shall a contractor/worker bring a person that has not been identified by the Contractor as a worker performing contracted duties.
   b. 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.
   c. 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.
   d. 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.
   e. Upon request of the State, the contractor shall only appoint employees or prospective employees to work at the location if they have cleared the Law Enforcement Information Network (LEIN) background check and other security checks and do not have a felony conviction or misdemeanor drug offense.
      i. The Contractor shall obtain permission for LEIN checks of all prospective workers for the location. The permission slip is to include:
         1. Employees Full Name
         2. Social Security Number
         3. Date of Birth
         4. Michigan Driver's License Number or State ID Number
         5. Employee Signature
      ii. The Contractor shall replace the janitorial worker assigned immediately at the State's request if the janitorial worker is found with contraband in his/her possession.
      iii. The Contractor shall maintain an adequate pool of trained and LEIN cleared relief personnel to substitute for absent regular employees.
4. Sub-Contractors
   a. The Contractor shall ensure background checks and drug testing requirements of sub-contractor employees are adhered to as if the workers were the Contractors employees when engaged in State projects.
5. Identification Badges
   a. All Contractor and sub-contractor staff will display State credentials while performing work on State premises.

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

1. The SPC or designee is the sole contact to view background check or drug testing results on behalf of the State.

2. Other Agency Security Contact Persons:
   a. For MDOS, the Office of Investigative Services will review, Contact info TBD at time of Contract.
   b. All other Agencies, see Program Manager listed on LSS.

C. State Employee Responsibilities

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

D. Keys, Codes and Key Cards

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

9.0 Pricing

A. Price Term

1. Pricing is firm for the base period and any option years of the Contract adjustments may be considered for economic reasons.

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 Contractor.

9.1 Ordering

A. Authorizing Document

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

9.2 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.
2. All invoices submited to the State must include:
   a. Contract Number
   b. Dates of Service (i.e. May 1, 2015 – May 31, 2015)
   c. Delivery Order number
   d. Quantity
   e. Description of the Contract Activities
   f. Unit price
   g. Shipping cost (if any)
   h. Total price

B. Payment Methods

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

C. Reduction of Space (Temporary)

1. When blocks of space totaling 3,500 square feet (325 square meters) or more are expected to remain unoccupied for 30 calendar days or longer, deductions will be made from the monthly payments due the Contractor.
2. The CCI Program Manager will give the Contractor or his representative notification no less than ten (10) full working days in advance stating when the areas are to be dropped from or returned to normal cleaning schedule. The period for deductions will begin on the effective date of the notice and end on the day before cleaning is resumed.
3. Subsequent blocks of space less than 3,500 square feet (325 square meters) may be added after the initial 3,500 square feet (325 square meters) threshold is met.

4. Periodic Services will be deducted as required due to the unoccupied space.
5. The deduction for vacant space will be computed by the agency with an example as follows:
   a. Daily Deduction = ((Monthly Contract Price Basic Janitorial Services) / (Cleanable Squre Foot of Building)) / 21 Workdays
      Monthly contract price for Basic Janitorial Services divided by building cleaning area (Cleanable square foot on Location Specification Sheet); further divided by 21 workdays, regardless of the actual number of workdays in the applicable month.
   b. Monthly Deduction = (Year Contract Price Basic Janitorial Services) / (Cleanable Squre Foot of Building)) / 12 months
      Yearly contract price for Basic Janitorial Services divided by building cleaning area (Cleanable square feet on Location Specification Sheet); further divided by 12 (months).

10.0 Liquidated Damages

A. Unauthorized Removal of Key Personnel

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

b. The State is entitled to collect $1,000 per individual per day for an unapproved or untrained key personnel replacement.

11.0 Additional Requirements

A. Environmental and Energy Efficient Products

1. The Contractor must identify any energy efficient, bio-based, or otherwise environmentally 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.

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.

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and ABLE & WILLING JANITORIAL SERVICES, LLC ("**Contractor**"), a Michigan Limited Liability Company. This Contract is effective on September 1st, 2022 ("**Effective Date**"), and unless terminated, expires on August 31st, 2025.

This Contract may be renewed for up to 2 additional one-year option 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 **Schedule A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

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

   Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) 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; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) 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:
Ross Anderson AndersonR36@michigan.gov 517-241-1513	Sondra Miller Able & Willing Janitorial Services, LLC P.O. Box 361232 Gross Pointe Farms MI 48236 ABLEANDWILLINGLLC@HOTMAIL.COM 586-601-7246

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized 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:
Ross Anderson AndersonR36@michigan.gov 517-241-1513	Sondra Miller Able & Willing Janitorial Services, LLC P.O. Box 361232 Gross Pointe Farms MI 48236 ABLEANDWILLINGLLC@HOTMAIL.COM 586-601-7246

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:
Ross Anderson AndersonR36@michigan.gov 517-241-1513	Sondra Miller Able & Willing Janitorial Services, LLC P.O. Box 361232 Gross Pointe Farms MI 48236 ABLEANDWILLINGLLC@HOTMAIL.COM 586-601-7246

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

6. **Insurance Requirements.**

Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or otherwise 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.

TABLE 6.1

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: $1,000,000 Each Occurrence $1,000,000 Personal & Advertising Injury $2,000,000 Products/Completed Operations $2,000,000 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 using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19. Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
Automobile Liability Insurance	
Minimum Limits: $1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum 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 3 years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract Effective Date, Contractor must purchase extended reporting coverage for a minimum of 3 years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurance 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 to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **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.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the

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

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 the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

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

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

    Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the

Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

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

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.

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 provided as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

    The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the

State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

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

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.

22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery 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 25, 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 **180** 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, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior 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.

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.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

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 and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT,**

NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

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 (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; 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 or commercial 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.

    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; or, (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 or is: (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.** Pursuant to MCL 18.1470, 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 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 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. **Representations and Warranties.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as

of the dates covered by the information, and Contractor will inform the State of any material adverse changes;(h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

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*., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., and Executive Directive 2019-09. Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

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 the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County,

Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.

45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. 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 the prior written approval of the State, 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 the Contractor's website unless expressly incorporated directly into this Contract.

50. **Schedules**. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule A	Statement of Work
Schedule B	Pricing and Fees Location Specification Sheets (LSS)

51. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and 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 Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

52. **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.

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

54. **Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

55. **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.