



STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
 Department of Military and Veterans Affairs
 3423 North Martin Luther King Blvd, Lansing MI, 48906

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **180000001291**
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	Hi-Tec Building Services, Inc.
	6578 Roger Drive
	Jenison, MI 49428
	Brian Hogan
	616-662-1623
	bhogan@hitec-services.com
	6572

STATE	Contract Administrator	Brandon Grace	DMVA/FCEC
		616-915-1683	
		brandon.a.grace.mil@mail.mil	
	Program Manager	Greg Pawlak	DMVA
		517-481-7655	
		pawlakg@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Fort Custer Education Center (FCEC) Janitorial services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/1/18	09/30/2023	Two (2) One (1) Year options	9/30/2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
1% if paid within 10 days after receipt invoice			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$176,700.00

FOR THE CONTRACTOR:

Hi-Tec Building Services
Company Name

BAD
Authorized Agent Signature

BRIAN HOGAN
Authorized Agent (Print or Type)

9-24-18
Date

FOR THE STATE:

CLT
Signature

Christine Apostol Chief Financial Officer
Name & Title

Department of Military and Veterans Affairs
Agency

9/24/18
Date



**Fort Custer Education Center Janitorial Services
CONTRACT No. 18000001291**

**SCHEDULE A
STATEMENT OF WORK (SOW)
CONTRACT ACTIVITIES**

BACKGROUND

The State of Michigan, Department of Military of Veterans Affairs (DMVA) is seeking a single contractor to perform full service Janitorial services for the Fort Custer Education Center (FCEC) building 2900 located on the campus of the Fort Custer Training Center located in Augusta, Michigan. The FCEC is operated and maintained as a premier lodging and conference facility dedicated to providing clean and well-maintained overnight accommodations to its customers. The FCEC is open 24 hours a day with operations and customer services offered during 16 of those hours per day, 7 days per week, excluding some federal holidays. The FCEC has 243 rooms, as well as, event spaces for meetings and on-site training rooms. The FCEC also has a full food service dining hall offering breakfast, lunch and dinner. The customer base for the FCEC includes but is not limited to Michigan Army and Air National Guard personnel, other Department of Military and Veterans Affairs personnel, other government entities, and authorized civilian entities worldwide.

SCOPE

The scope of work for this contract is for a contractor to provide on-site Full-service Janitorial services at the FCEC Lodging Operations.

The FCEC contains the following breakdown of materials/flooring types (all measurements are approximate)

- Sealed Concrete- 3,500 square feet (Lodging Restrooms)
- Sealed Concrete- 1,520 square feet (Stairwells)
- Ceramic Tile- 1,018 square feet, (Public Restrooms)
- Quarry Tile – 1,538 square feet, (Entrances)
- Epoxy Flooring –940 square feet (Laundry Rooms, Second and Third Floors)
- Carpet Tile - 40,000 square feet (Including lodging rooms)
- Carpet Tile – 37,000 square feet (Corridors in all three floors, classrooms, office common areas, auditorium)
- VCT - 2,282 square feet (Partial auditorium and 2nd and 3rd floor break rooms and vestibules)
- Public General Restroom Units: Toilets -17, Urinals- 5, Sinks- 12, Drinking Fountains- 4
- Lodging Restroom Units (Per Restroom): Toilet – 1, Stand up Shower – 1, Twin/Queen Rooms Sink – 1,
- Queen Suite Sinks -2

REQUIREMENTS

1. General Requirements

The Contractor must provide on-site Janitorial Services for FCEC.

A. Janitorial Services Description:

Janitorial service shall provide a broad range of services to personnel at FCEC. The FCEC plays an important role in the quality of life for Michigan National Guard, Other Service Members, DOD agencies, local law enforcement, and other guests. The Contractor's staff shall be fully trained, professional, and customer service oriented. The Contractor shall ensure quality performance in accordance with applicable standards and guidelines. Additionally, the Contractor is expected to be a partner with FCEC on continuously improving the quality of programs and services offered to customers.

The FCEC building operations consists of multiple classrooms, meeting spaces and restrooms. The FCEC's offices do not include Janitorial services. Personnel should be dedicated to providing full janitorial services and meeting the needs of Military, DOD personnel, and civilians who utilize the building throughout the year. The Contractor must provide a sanitary, clean, and pleasant facility creating a comfortable living and training environment for all guests. The Program Manager shall periodically, or as necessary, inspect the Contractor's janitorial performance to ensure a high level of cleanliness is maintained throughout the public spaces to include offices of the FCEC.

Work will consist of cleaning the common areas in the Fort Custer Education Center (FCEC). Specifically included:

- First Floor
 - Lobby and entrance floors and windows
 - Main hallway
 - Classrooms and Auditorium
 - Restrooms
 - Common areas in hallways and common office areas
 - Second and Third Floors
 - Main Hallways
 - Common areas
 - Break rooms
 - Laundry rooms
 - Stairwells
- 1) The Contractors Janitorial services shall provide all personnel, supervision, and any items and services necessary to perform full janitorial services at FCEC. Janitorial services are required in conjunction with various training programs and other related activities at FCEC. The services required are on an as-needed basis with no advance annual schedule.
 - 2) The Contractors work will consist of cleaning the common areas in the Fort Custer Education Center (FCEC). To included lobby and entrance floors, windows, hallways, stairs, restrooms, break areas, elevator, and other common/public areas. Cleaning of common areas will include furniture and equipment in the common space. **Specifically excluded areas are:** kitchen and dining area, mailroom, aid station, supply storage and vault, and housekeeping rooms.
 - 3) The attached LSS sheet is a minimum schedule of the duties that will be performed at the FCEC:
 - 4) Janitorial services are flexible but must be completed between the hours of 0700-1900 (7:00 am to 7:00 pm). Support teams Hours of operation may vary where needed to assure services are

complete. Historically the time to complete Janitorial services at the FCEC are less than 4 hours per day.

5) The Janitorial specific deliverables are:

a. Vacuum Carpet and Spot Cleaning

The Contractor must thoroughly vacuum all carpeted areas. Move and vacuum under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. After vacuuming, leave all rugs clean, free from dust balls, dirt and other debris. Prior to vacuuming, thoroughly broom all edges and corners not reached by vacuum. Straight suction vacuuming is not acceptable. The agency requires that a motor driven Commercial grade vacuum with HEPA filtered exhaust or equipment that meet these standards be used exclusively in all carpeted areas where water and/or snow does not present a problem. Empty dust and dirt from vacuum cleaner into a plastic trash bag, tie off and remove to a Dumpster. As part of the vacuuming process, carpet spot cleaning is required on an ongoing basis.

b. Dust Mop/Sweeping

The Contractor must thoroughly sweep all non-carpeted areas. The Contractor must move and sweep under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes etc.). Be sure to replace all items moved. Leave no dirt in corners, along baseboards, walls, behind radiators, under furniture, behind doors, on stairs or landings. Leave no dirt where sweepings were picked up. Dust mops must be treated with water-based dust control chemical. Place dust and dirt into plastic trash bag, tie off and remove to Dumpster.

c. Damp Mop

The Contractor must thoroughly damp mops all non-carpeted areas. The Contractor must move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). The Contractor must replace all items after floor has dried completely; leave no dirt in corners, along baseboards, walls, behind radiators, under furniture, behind doors, on stairs or landings. The Contractor must leave no dirt where sweepings were picked up. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free. (Note: Damp/Wet mops used in restrooms/showers are not to be used for non-restroom areas.)

The Contractor must use Wet Floor Signs at all times with moping/cleaning floors.

The Contractor must after sweeping and damp mopping make sure all floors are clean and free from strings, bristles and dirt streaks. Leave no dirt, trash, or foreign matter under desks, tables or chairs. (Note: Damp/Wet mops used in restrooms/showers are not to be used for non-restroom areas.)

d. Wet Mopping and Scrubbing

The floors must be properly prepared, thoroughly swept to remove visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces and thoroughly spot cleaned as necessary. Leave no dirt in corners, along baseboards, walls, behind radiators, under furniture, behind doors, on stairs or landings. Leave no dirt where sweepings were picked up. Upon completion of the wet mopping or scrubbing, the floor must be clean and free of dirt, water streaks, mop marks, strings; properly rinsed and dry mopped to present an overall appearance of cleanliness. All surfaces must be dry and corners and cracks clean after the wet mopping or scrubbing. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or window sills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition. (Note: Damp/Wet mops used in restrooms/showers are not to be used for non-restroom areas.)

e. Wet Mopping and Buffing

The Contractor at agreed upon frequencies must damp mopped and buff floors between regular waxing operations. Prepare the floor by sweeping to remove all visible dirt and debris. Leave no dirt in corners, along baseboards, walls, behind radiators, under furniture, behind doors, on stairs or landings. Leave no dirt where sweepings were picked up. The floor area will then be damp mopped and machine buffed to a polished appearance with a high-speed buffer. (Note: Damp/Wet mops used in restrooms/showers are not to be used for non-restroom areas.)

f. Damp Wiping

The Contractor must damp wipe surfaces. This task consists of using a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then drying to provide a polished appearance. (Note: Cloths used in cleaning restrooms/showers are not to be used for non-restroom areas.)

The Contractor must make sure the wetting solution contains an appropriate cleaning agent and when cleaning toilet areas, use a multi-purpose disinfectant/deodorizer.

g. Stripping and Sealing

The Contractor must completely remove all dirt, wax and other foreign substances in returning the floor to its original surface.

The Contractor must apply a thin coat of sealer with caution to prevent streaking or bleaching of floor surface. This application in preparation for waxing must be according to manufacturer's recommendations. The stripper, sealer and wax products used must be compatible for this activity, and wax must be a minimum of 25% solids.

h. Waxing and Buffing

The Contractor must apply wax in a thin, even coat and machine buff with a high speed buffer immediately after drying. The number of coats applied will depend on the type and condition of the floor. All waxed surfaces must be maintained so as to provide safe ANTI-SLIP walking conditions. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or window sills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.

i. Empty Waste Receptacles

The Contractor must empty all containers that are provided for the disposal of waste i.e., waste baskets, torpedo type containers, sanitary napkin disposal bins, boxes, etc. into plastic bags, tie off and remove to dumpster. Liners must be used in all waste receptacles and must be changed as needed, replaced daily or when soiled. Waste containers in restrooms, break rooms, entry ways, reception/lobby areas, lunchrooms and conference rooms must be inspected daily and changed as needed.

j. Restroom Cleaning

1) Close Restroom

A schedule for closing restrooms must be established with the Program Manager in advance. The Program manager prior to any changes made must approve any changes in this schedule. All FCEC restrooms shall be cleaned as needed throughout the day.

2) Fill Dispensers

Dispensers of all types must be checked daily and filled when necessary (soap, toilet tissue, paper towels, sanitary napkin, etc.). All public restrooms have paper towels.

3) Dusting

Completely dust all fixtures, ledges, edges, shelves, exposed pipes, partitions, door frames, tops of file cabinets, etc. Pay particular attention to the tops of these items. An approved dust cloth or dusting tool, treated with water-based dust control chemical, must be used. Areas not cleared by office occupant are not to be dusted.

4) Disinfect

Clean and disinfect waste receptacles and dispensers inside and outside. Use proper chemicals for surface to be cleaned at proper dilution. After item has been cleaned completely, wipe item with approved *disinfectant solution and allow to air dry. Contractor shall make sure all disinfectants/cleaners do not damage any plumbing fixtures.

5) Clean and Disinfect Sinks

Thoroughly clean all sinks, including bottom, faucets, and spigots, with approved cream cleanser. Rinse thoroughly as all cream cleanser residues must be removed. Then wipe each item with approved *disinfectant solution and allow to air dry.

6) Clean Glass and Mirrors

Thoroughly clean all glass and mirrors using an approved glass cleaner to not damage mirror or frame. Use a soft, clean cloth. Dry completely. Surface should be streak, smear, and smudge free. Make sure attached frames, edges, and shelves are also cleaned and dried as well as the glass surface. Squeegee may be used as needed.

7) Clean and Disinfect Toilets and Urinals

Thoroughly clean inside/outside toilets, toilet seats, and urinals with approved acid free bowl cleaner, rinse thoroughly. (Approved acid cleaner may not be used more than once per month and should be used on the interior of toilet or urinal only. Great care must be taken to avoid any chrome or plumbing fixtures when acid cleaner is used. Contractor will be responsible for replacement of all damaged fixtures due to carelessness). Wipe each toilet, toilet seat and urinal completely with approved disinfectant solution. Rinse and Buff dry to a streak, smear and smudge free "shine". Leave seats in a raised position.

8) Clean and Disinfect Walls, Doors, Partitions and Handrails

Thoroughly clean all walls (including switch and plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved *disinfectant solution and allow to air dry.

9) Damp Mop/Sweep - *Disinfectant

Thoroughly damp mops/sweeps all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Leave no dirt in corners, along baseboards, walls, behind radiators, under furniture, behind doors, on stairs or landings. Leave no dirt where sweepings were picked up. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free. Thoroughly damp mop floor with approved *disinfectant solution. Allow to air dry. (Note: Damp/Wet mops used in restrooms/showers are not to be used for non-restroom areas.)

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

Thoroughly clean all showers, including floors, faucets, and spigots, with approved cream cleanser. Thoroughly clean all walls, floors, (including plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved *disinfectant solution and allow to air dry.

k. Remove Carpet Runners (as applicable)

Carpet runners must be removed from floor to allow for proper cleaning, as needed. Be sure to remove excess water from runner with approved wet pick up vacuum before carpet runners are removed. Carpet runners must be extracted as specified during ice melt/salt usage, to maintain a clean appearance.

After floor has been properly cleaned and is completely dry, replace carpet runners in their original locations.

l. Clean and Disinfect Drinking Fountains

Thoroughly clean entire exterior surface with approved cream cleanser. The grain of the stainless steel must be followed at all times. Rinse thoroughly as all cream cleanser must be removed. Wipe entire surface with approved disinfectant solution. The contractor must wipe dry fountains using a soft cloth. The grain of the stainless steel must be followed.

m. Stainless Steel (Brass) Cleaning (Elevators, Doors, Trim, Etc.)

Thoroughly clean all stainless steel (brass) not previously mentioned with approved cleaner and a clean soft cloth. Great care must be taken to follow the grain of the stainless steel, chrome, brass, etc. always when cleaning.

n. Cleaning, High Traffic Areas

The Contractor must pay attention to High traffic areas. Areas would include: entryways, reception areas, corridors, lobbies, waiting areas, conference rooms, or any area so designated.

o. Carpet Extracting

The Contractor must perform vacuuming and shampooing with commercial grade equipment only. All carpeting, including carpet runners, must be thoroughly cleaned as follows:

1. All movable items must be removed from area(s) to be cleaned (i.e., chairs, waster receptacles, all free-standing tables, typing stands, boxes, plants, all temporary floor coverings, etc.) and area thoroughly vacuumed.
2. Thoroughly spray next area to be cleaned with approved pre-treats or carpets lane cleaner used at approved dilution. Spray must be applied so those fibers remain damp until cleaned. Chemical should be left to work for 10-15 minutes
3. Thoroughly extract all properly pretreated carpeted areas. Agitation is necessary, using an approved motor driven brush. A minimum of three cleaning passes and two vacuuming only must be used. Approved equipment and chemicals, at approved dilutions, must be used.
4. All stains must be removed during the extraction process, using approved chemicals. Great care must be taken to completely remove stain removal chemicals from carpet fiber.

5. Thoroughly spray all cleaned carpet with an approved carpet fiber protector. Application must be made with approved sprayer. Carpet track off mats and runners found in building lobby areas, are exempt for this process.

6. Replace all items removed for cleaning. All items moved back into place that have metal of any type that come in contact with carpeting must be wood blocked or tabbed to keep the metal off the carpet fiber until thoroughly dry. All blocks or tabs should be removed during the next scheduled regular area cleaning, provided the carpet is thoroughly dry. This could take more than one day.

p. Spray Buff Hard Floors

The Contractor must be properly prepared hard floors before spray buffing. The Contractor must remove carpet runners, dust mop as specified and damp mop as specified

The Contractor must begin spray buffing by lightly spraying area just to the left or right of approved floor machine (buffer) with approved spray buffing chemical, at approved dilution. Buffing pad must be approved and will depend on type of finish used. Rotary floor machine (buffer) will be worked back and forth over area lightly sprayed until floor has a high, streak free luster. Then proceed to the next area, until scheduled area is completed.

The Contractor must take great care to avoid using "loaded" pad (pad full of dried finish and dirt). Flip pad over or change to another clean dry pad often.

Great care must also be taken not to allow floor machine (buffer) to run in one spot for too long to avoid burning the floor.

Floor shall be dust mopped after scheduled spray buffing is completed.

Replace carpet runners.

q. Strip and Refinish

The Contractor must close and properly mark area "closed" before stripping and refinishing floor. The Contractor must remove all movable objects from area.

1. Apply approved stripping solution at approved dilutions to area to be stripped. Allow solution to stand according to approved manufacturer's recommendations. Do not allow solution to dry out or stand too long. Any finish or dirt must also be removed from walls, doors, baseboards, etc. at this time.
2. Thoroughly agitate all floor area to remove all old finish with approved strip pad. Making sure to strip next to baseboards, walls, corners, etc.
3. Use wet vacuum to pick up old finish and stripper.
4. Thoroughly mop rinse areas with clean cotton mop and clean water. Make sure walls, doors, baseboards, corners, etc. are also thoroughly rinsed.
5. Thoroughly mop rinses areas a second time with clean cotton mop and clean water with approved neutralizer/conditioner chemical at approved dilution. Make sure walls, doors, etc. are also thoroughly rinsed.
6. Allow floor to air dry.
7. If any old finish remains, repeat "1" through "6".
8. Continue "a" through "g" until scheduled area is properly stripped and/or rinsed.

9. Apply thin coat of approved sealer with approved clean nylon or rayon mop head or approved clean applicator. Stripping solution finish and sealer must not be slopped on walls, doors, etc. Allow sealer to thoroughly dry.
10. Apply second coat of sealer as described in "i" above. Allow sealer to thoroughly dry. Apply top coating and second coat of approved floor finish.

r. Scrub - Restroom Floors/Hard Surface Stairwell Floors

The Contractor must close restrooms and remove all movable objects from area before cleaning begins.

1. Apply approved cleaning solution at approved dilution to area to be scrubbed. Do not allow solution to dry.
2. Quickly agitate small section coated with solution with approved stiff bristle brush. Be sure grouting is clean.
3. Use wet vacuum to pick up dirty solution.
4. Thoroughly mop rinses area with clean cotton mop and clean water. Make sure all walls, doors, etc. are also thoroughly rinsed.
5. Thoroughly mop rinse a second time with clean cotton mop and clean water. Make sure all walls, doors, etc. are also thoroughly rinsed a second time.
6. After floor is thoroughly dry, replace all objects moved from area. Remove signs and reopen.
7. Scrub all walls including partitions

s. Wall Spot Cleaning

Thoroughly contractor must clean all spots, smudges, stains, etc. from walls, partitions and modular partitions using approved chemicals at approved dilutions. Wipe dry with clean soft cloth. Also thoroughly clean all interior glass with approved alcohol based glass cleaner and wipe dry with clean dry cloth. All surfaces must be dirt and streak free.

t. Dusting

The Contractor must thoroughly dust all vertical and horizontal surfaces in all cleanable areas with approved dust cloth or tool treated with an approved water-based dust control chemical, up to and including ceiling vents, air bars, and lighting devices, window blinds, etc. Do not move dusting residue from spot to spot but remove directly from the areas in which dirt lies by the most effective means appropriate; treated dusting cloths or vacuum tools.

1. Leave no dust streaks.
2. Leave corners, crevices, molding and ledges free of dust and cobwebs.
3. Leave no oil spots or smudges on dusted surfaces caused by dusting tools.

Horizontal surfaces include, but are not limited to, counter tops, file cabinets, tables, coatracks, etc. Telephones, ashtrays, etc., must be lifted and dusted under. Do not disturb work papers.

Dusting high and low includes, but is not be limited to, partition tops, pictures, chair rungs, etc.

Window hangings are either venetian blinds or drapes. Dust venetian blinds. Lightly vacuum drapes.

u. Clean Air Bars and Vents

The Contractor must vacuum excess dust and dirt from air bars. Damp wipes clean with approved disinfectant solution and wipe dry.

v. Lobby/Reception Glass or Window Cleaning

Glass Cleaning is a part of the overall task of lobby/reception area cleaning. Glass cleaning shall be performed as specified. It is expected that all lobby/reception area glass, including doors, revolving doors and windows (to the limit of reach from floor level) shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, revolving door or window to accomplish clean glass.

w. Ashtrays and Surrounding Areas

Ashtrays placed on the exterior of the building shall be emptied and cleaned as needed to maintain a clean appearance. The areas immediately surrounding such ashtrays and adjacent building entrances are to be included as part of this cleaning task. Sweeping and removal of cigarette butts and emptying of ashtrays as specified.

x. Emergency clean up (as applicable)

The Contract Administrator shall assign, when needed, cleanup duties to the contractor when an emergency occurs. Cleaning tasks could include: dusting, vacuuming, mopping, carpets extraction, window washing, etc.

y. Miscellaneous

1. Ash receptacles are either ashtrays, sand or dry receptacles. Contents of ash receptacles must be disposed of in a safe manner. Clean sand by sifting out and disposing of debris and replacing and replenishing sand in urns.
2. Rubbish removal from a central location is the responsibility of the State. Contractor must bag all waste material and place inside containers provided for that purpose.
3. Restroom units consist of washbowls, toilets, urinals and bathtub. Clean and sanitize each unit by washing, inside and outside, with a germicidal solution. Leave seats in raised position.
4. All hazardous conditions, such as burned out lights, loose railings, etc., must be reported by janitorial staff to contract supervisor, who must then notify building manager in writing.

The Program Manager for the FCEC is:

Brandon A. Grace
Management Analyst FCTC
269-731-6126 / 6632.

The Program Managers responsibilities to the FCEC include monitoring all technical aspects of the contract and assists in contract administration. The Program Manager is authorized to perform the following functions: ensure the contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including government drawings, designs, and specifications; monitor contractor's performance and notify both the Contracting Administrator and the Contractor of any deficiencies; coordinate availability of government-furnished property; and provide site-entry of contractor personnel. The Program Manager is not authorized to change any of the terms and conditions of the contract or make changes to costs, prices, and quantities, quality of deliverables or delivery dates (see contract Terms and Conditions).

1.2. Training

The Contract Personnel shall receive hotel service etiquette training from the full-time onsite supervisor; along with, military customs, and courtesies. The Program Manager will work with the full-time onsite supervisor to ensure knowledge and understanding of military customs and courtesies. Additional training may be required, and it's expected the Contractor will make sure all personnel are in attendance that provide services in Housekeeping, Laundry, Janitorial when training events are identified.

The Contractor must provide documentation and training materials to all their staff for applicable policies and procedures.

- The Contractor will provide and pay for all orientation training, other occasional specialized trainings, and all in-service trainings which may be required or recommended of any/all contract staff.
- The Contractor's staff will participate in orientation and continuing education programs to ensure continued knowledge and practice.
- The Contractor will allow staff to participate in training programs which may be offered by the DMVA and FCEC, during normal work hours.
- On-site/in-service training lasting approximately 32 hours per year (content provided by the Program Manager) for all contracted staff.
- Other forms of in-service training provided by Program Manger may include occasional classroom instruction, read/sign policies and guidelines, personal demonstration
- FCEC orientation training must be completed by contract start date. Upon contract award, training dates will be scheduled and agreed upon by contractor and the Program Manager

1.3 Transition period

The Contractor must identify in a time phased plan, all the proposed key steps included in your transition plan in order to implement the front desk operations services to include Front Desk, Housekeeping, Laundry and Janitorial. This transition plan must include how your company proposes to implement a smooth transition from the staff currently performing the work and the previous contractor.

2. Acceptance

2.1. Acceptance, Inspection and Testing

Deliverables will not be considered complete until the Program Manager has formally accepted them. A final copy of all deliverables and Project plan must be provided to DMVA, Program Manager for the final contract file for verification of all deliverables.

Deliverables for this project include:

JANITORIAL

All FCEC lodgings will be cleaned according to the task list in the SOW as per the daily housekeeping report provided by the front desk and will be periodically inspected by the Program Manager of the FCEC. A sanitary, clean, and pleasant facility creating a pleasant living and training environment is what is expected daily.

Janitorial will be inspected daily.

3. Staffing

3.1. Contractor Representative

The Contractors appointed Program Manager is Brian Hogan bhogan@hitec-services.com . Brian is 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").

The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

3.2. Customer Service Toll-Free Number

The Contractors toll-free number for the State to contact the Contractor Representative is 1888-345-5314. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.

3.3. Technical Support, Repairs and Maintenance

The Contractor must specify its toll-free number for the State to make contact with the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST.

3.4. Work Hours

The Contractor must provide Front Desk services during the FCEC's normal working hours 7 days a week; 7:00 a.m. to 11:00 p.m. EST. Housekeeping work hours are 9:00 a.m. to 5:00 p.m. and Laundry services from 1:00 p.m. to 11:00 p.m. These times can also be found the deliverables of this proposal. Janitorial services shall occur during the FCEC's Housekeeping hours of 9:00 a.m. to 5:00 p.m.

3.5. Key Personnel

The Contractor appointed key individuals who will be directly responsible for the day-to-day operations of the Contract of Holly Andrews handrews@hitec-services.com 269-217-7035("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquires within 24 hours.

The Contractors Key Personnel for Housekeeping and Janitorial services should be available between 0900 -1700 (9:00 a.m. to 5:00 p.m.)

The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

(i) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$5,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.

(ii) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$5,000.00 credit specified above, Contractor will credit the State \$833.33 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$5,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed \$20,000.00 per individual.

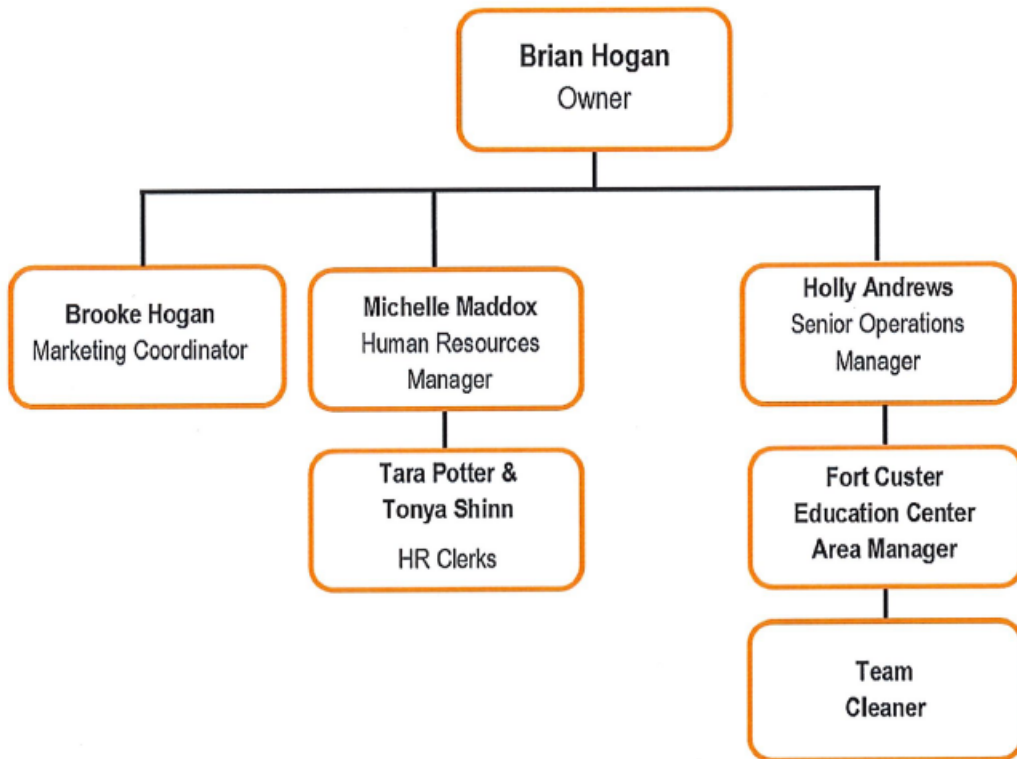
Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii)

may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

3.6. Organizational Chart

The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.

Hi-Tec Building Services Company Organizational Chart Fort Custer Education Center



3.7. Disclosure of Subcontractors

*****SUBCONTRACTING IS NOT ALLOWED FOR THIS CONTRACT*****

3.8. Security

The Contractor will be subject the following security procedures:

The State may require the Contractor's personnel to wear State issued identification badges and how they will safeguard the scanned badges issued by FCTC operations.

3.9 Co-employer-employee relationship

The Contractor shall acknowledge in writing that neither this RFP nor any subsequent contract creates a co-employer-employee relationship between the Contractor and the DMVA or between the Contractor's employees and the DMVA. The Contractor shall inform each of its employees in writing that the DMVA is not the employer of the Contractor or the Contractor's employees and that the DMVA is not a co-employer of the Contractor's employees

4. Project Management

4.1. Project Plan

Identify the project plan and how it will be managed or ask Contractor to propose a project plan. Project plan should identify items such as the required contact personnel; the date the project plan must be submitted to the State; project management process; project breakdown identifying sub-projects, tasks, and resources required; expected frequency and mechanisms for updates/progress reviews; process for addressing issues/changes; and individuals responsible for receiving/reacting to the requested information.

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

4.2. Contingency Plan:

- Describe in the work plan a proposed contingency plan when staff assigned cannot provide the service (i.e. injuries, no shows, un-expected illnesses, vacations, planned time off, etc.).
- Include a contingency plan to deliver services during inclement weather.
- Include in your work plan if supervisor assists in any other contracted staff tasks.
- Include in your contingency plan process to be followed in each circumstance, proposed staff person to address specific situations, response times, including as much detail as possible, etc.

Hi-Tec will maintain an absentee pool, our Utility Team, of trained and qualified substitutes with the required background checks, available at short notice, to ensure that the Buildings is adequately staffed in the event of illness or injury for any positions covered in the Contract. We will recruit, background check, employ, train, pay and supervise all custodians who substitute for the contracted positions included in the Contract to the same extent as the regular assigned personnel.

If roads are unsafe to travel due to inclement weather, Hi-Tec employees will not show up to work until roads are clear and it is safe to travel.

Your Buildings HR Department will be informed of all subs assigned to your Buildings and receive the background clearance results for your records. Hi-Tec has the ability to bring in experienced management staff to accommodate turnover. This allows us time to hire, train and balance the system without complications. The interim manager will be trained and have logged hours in the buildings previously. They also will assist in training the new manager per Hi-Tec's Management Training Program.

We make every attempt to promote managers from within the company. This allows us to provide opportunities to employees in our company, increasing retention rates of valuable staff. Prior to hiring any new management, the Buildings will be given the opportunity to interview the applicant.

The proposed staff personnel to address day to day operational situation is Cori Crawford, Account Manager. She will be on-site at designated times. and available via phone 24/7.

4.3. Re-assignment of Personnel at the State's Request

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

4.4. Contractor's Payment for Failure to Perform

In the event the Contractor is unable to meet the obligations under the terms this contractual agreement, the State will, at the discretion of the State Project Manager or designee, fill the positions through the most available means possible. Any and all costs incurred by the State due to the Contractor not being able to meet its contractual obligations will be charged back to the Contractor. In the case of State personnel, all actual wage and salary costs will be charged back to the Contractor. The costs shall include current base wages, associated taxes and any overtime premiums, if applicable. These charges will be documented by the State Project Manager and forwarded to the Contract Administrator who will have the charges deducted from the Contractor's next invoice.

4.5. Conflict Resolution

Contractor will respond, in writing, to all complaints against contracted staff. Issues must be addressed by the contractor within 24 hours.

Contractor will be responsible for repair, replacement or cleanup as necessary due to carelessness or negligence on the part of the Contractor and its personnel.

Contractor will provide all supervision as necessary to oversee all personnel as they relate to the proposed contract. The Contractor's supervisor shall be a qualified and trained person whom, on a full-time basis and is designated in writing, as the bidders on-site representative.

Bidders shall refer to the Contract Terms and Conditions, for information as it relates to dispute resolution requirements.

4.6. Meetings

The Contractor must attend the following meetings:

The Contractor must be prepared for Bi-Weekly/Weekly meetings with Program Manager and Key Staff at FCEC. The State and/or the Contractor may request additional meetings as it deems appropriate to successfully manage the ongoing activities for the FCEC.

The Contractor's front desk and linen services representative will meet once a week with the Program Manager to cover the following items, forecast of schedule events, completion of tasks as required, and damages to rooms, furniture, and linen.

Locations of the meetings will be determined by the Program Manager. Upon agreement of the Program Manager, the Contractor may propose reasonable alternate meeting locations as necessary for the convenience of both parties and to reduce expenditure costs.

4.7. Reporting

The Contractor will be required to provide these additional reports to the FCEC Program Manager:

- 1) Monthly Training, Progress and Staffing Reports
- 2) Disciplinary Action Reports, if applicable
- 3) In-service Trainings
- 4) Re-education Training in response to Program Manager requests
- 5) Employee turnover to include # of existing and new employees, comparisons of previous years data (if applicable) and staffing numbers (required on a weekly basis to ensure access to computerized in-service training program)
- 6) Staffing problems/concerns
- 7) Description of any unusual circumstances that may have impacted the Contractors ability to successfully provide the SOW or deliverables (ie extreme weather, or any other factors).
- 8) Billing invoice and other monthly, quarterly and annual reports as requested by the Program Manager.
- 9) Any other data relevant to the Contractor as it relates to the SOW and deliverables requirements of this contract.

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be will be a Direct Order (DO) release off Master Agreement.

6. Invoice and Payment

6.1. Invoice Requirements

The State prefers invoices to be submitted by e-mail at the close of each calendar month to the Program Manager. The State of Michigan will not pay for unperformed service as determined by its applicable Program Manager.

Additionally, the State will not pay for fees, surcharges or additional charges not included in Schedule B - Pricing which must be amended by official contract change notice.

All invoices submitted to the State must include:

- Contract Number
- Dates of Service (i.e. May 1, 2018 – May 31, 2018)
- Direct Order or Purchase Order number
- Quantities
- Description of the Contract Activities
- Unit price
- Total price

6.2. Payment Methods

The State will make payment for Contract Activities via Electronic Fund Transfer EFT. Bidders must be registered vendors.

7. Liquidated Damages Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

8. Pricing

8.1 Price Term

Pricing is firm for a 365-day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

8.2. Price Changes

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

CONTRACT INFORMATION			
CONTRACT TERM:	(5) Five Year	Options:	(2) Two – (1) One -Year renewal options
CONTRACT START DATE:	10/1/2018	CONTRACT END DATE:	09/30/2023
CONTRACTING AGENCY:	DEPARTMENT OF MILITARY AND VETERANS AFFAIRS		
BUILDING NAME AND NUMBER:	FORT CUSTER EDUCATION CENTER BUILDING 2900		
BUILDING ADDRESS:	2501 26 th Street, Augusta, MI 49012 (BLDG 2900) FCEC		
IS LOCATION ON CRO “SET ASIDE”? SCHEDULED TO BE IN FUTURE?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>		
PROSPERITY REGION and COUNTY:	Region: County:		
PROCUREMENT CONTACT INFORMATION			
CONTACT	NAME	EMAIL	PHONE
AGENCY BUYER:	Greg Pawlak	pawlakg@michigan.gov	517-481-7655
FACILITY MANAGER:	Charles Lipsey	LipseyC1@michigan.gov	269-731-6598
BUILDING LOCATION INFORMATION			
WORKING DAYS OF BUILDING OCCUPANTS:	0S-M	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	0001-2400
NUMBER OF EMPLOYEES:	150	APPROXIMATE DAILY VISITORS:	Varies (50-500)
DAYS OF CLEANING SERVICE:	M-F	IDENTIFY HOURS OF CLEANING SERVICE:	0700-1500
TOTAL SQ. FT. TO BE CLEANED:	2,550	NUMBER OF STORIES IN BUILDING:	1
SQ. FT. CARPET:	42	AREA(S): Elevator	
SQ. FT. HIGH TRAFFIC CARPET:			
SQ. FT. VINYL:			
SQ. FT. CERAMIC:	1,481	AREA(S): vestibule/entrance	
SQ. FT. CONCRETE: EPOXY COATED CONCRETE FLOOR	9,269	AREA(S): Hallway, restrooms, stairwells	

SQ. FT. TERRAZO:		
SQ. FT. RUBBER FLOORING:		
NUMBER OF RESTROOMS IN BUILDING:	4	NUMBER OF TOTAL UNITS FOR BUILDING RESTROOM(S): 38 <i>NOTE, INCLUDES: URINALS, TOILETS, SINKS ADD ADDITIONAL IF APPLICABLE, I.E. BABY-CHANGING STATIONS, SHOWERS, ETC.</i>
Is window cleaning required? Specify if Interior and / or Exterior and Number of Floors – typically 1 st Floor for Exterior.	YES INTERIOR	
Does location have child play area(s), gymnasium, locker room, etc? If so, please identify along with cleaning standard.	NO	
What is the RECOMMENDED Level of Insurance Risk for this Contract? [EXAMPLE: LOW, MODERATE OR HIGH] DTMB-OAS & AGENCY to determine		
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):		

C. DESCRIPTION OF SERVICE NEEDS TASK AND FREQUENCIES

SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; 248 times 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-Annual (2 times per year)	Annual (Once Per Year)
BASIC SERVICES						
1. Office Cleaning M/T/W/T/F						Not Required
a. Vacuum carpet, sweep & damp mop hard surface floor if applicable. Remove spots/stains from carpet						Not Required
b. Empty waste receptacles. Replace liners when torn or soiled.						Not Required
2. Restrooms						
a. Close restroom	248					
b. Empty waste receptacles	248					
c. Refill dispensers. ** See Replenishable Supplies.	248					
d. Dust .		12				
e. Clean and disinfect waste receptacles.		12				
f. Dust mop.		12				
g. Clean and disinfect sinks.	248					
h. Clean glass and mirrors.	248					

i. Clean and disinfect toilets and urinals	248					
j. Empty and disinfect all sanitary napkins receptacles	248					
k. Clean and disinfect wall around toilets and urinals, stall and entry doors, and partitions between toilets, urinals and sinks. Also perform any obvious spot cleaning.		52				
m. Damp mop (Note: Damp mops used in restrooms are not to be used for non-restroom areas)	248					
n. Vacuum carpet if applicable						Not Required
k. Maintain floor drain(s)/traps free of odors		52				
l. Service restrooms as requested by Facility Manager						Not Required
3. Drinking Fountains						
a. Clean, disinfect and wipe dry.	248					
4. Lobbies and Corridors						
a. Empty trash/recyclable paper pick up	248					
b. Remove carpet runners, clean floor and replace runners		52				
c. Vacuum carpet and runners	248					
d. Dust mop		52				
e. Damp mop or machine scrub		52				
f. Maintain clean glass includes entrance doors		52				
g. Completely dust all fixtures includes ledges, edges, shelves, exposed pipe, furniture, partitions door-frames etc.					2	
h. Damp wipe all non-upholstered furniture, tables & counter areas					2	
5. Wall/Partition Cleaning/Washing						
a. Spot cleaning – including light switches		52				
b. Thorough wall/partition vacuuming and washing, as required		52				
c. Clean partition/glass windows		52				
6. Stairway Cleaning, including those in parking ramps						
a. Vacuum/dust mop	248					
b. Vacuum/dust mop – Winter (November 1 – April 1)			6			
c. Dust		52				
d. Clean w/ disinfectant & wipe dry handrails & doorknobs		52				
e. Damp mop		52				
f. Damp mop Winter (November 1 – April 1) for designated areas			6			
g. Spot clean walls and glass		52				
7. Elevator Cleaning						

a. Clean door guide tracks	248					
b. Dust, damp wipe and wipe dry handrails, cab walls, doors	248					
c. Vacuum carpet	248					
8. Thoroughly Clean Store Rooms Janitor Closets			12			
9. High Use Areas Special attention must be given to the areas listed below both schedules & duties will be conducted as indicated. The facility manager reserves the right to schedule the activities listed in this section. Cleaning to include: vacuum carpet, sweep and damp mop hard surface floors, remove spots/stains from carpet and empty waste receptacles as applicable.						
a. Conference Rooms						Not Required
b. Clean drawing boards in conference rooms						Not Required
c. Lunch/break rooms, coffee areas, vending machine areas, concession stands, lounges, recreation areas, computer rooms & adjacent office areas. Clean metal cover of east receptacle.						Not Required
d. Includes cleaning of table, counter tops and microwaves						Not Required
10. Variable Procedures						
a. Empty exterior ashtrays, trash receptacles & clean all general areas including entrances, during Winter months of November 1 – April 1		26				
b. Empty exterior ashtrays, trash receptacles & clean all general areas including entrances, during summer months April 1-October 1		26				
c. Entry leaf removal/sweeping fall season						Not Required
d. Wash all waste receptacles (inside & out) which present a soiled or odorous condition & disinfect						As Needed
e. Replace waste receptacle liner when soiled or worn	248					
PERIODIC SERVICES						
1. General						
a. Clean air bars and vents					2	
a. Dust/clean baseboards					2	
b. Dust clean blinds, curtains, window treatments					2	
c. Vacuum fabric upholstered furniture						As needed
d. Additional/Emergency services						As needed or as requested

2. Intensive Floor Care						
a. Emergency stain / gum removal from carpet						Not Required
b. Remove scuff marks /spray buff hard floors				4		
c. Scrub restroom floors				4		
d. Clean carpet in high traffic areas						Not Required
e. Carpet Cleaing – whole contract area						Not Required
f. Scrub stairwell floors					2	
g. Clean Light Fixtures					2	
h. Strip & refinish all hard surface floors (** Walk behind scrubber **)						Not Required
3. Windows						
a. Clean windows on Exteriors walls of building (inside and outside) (First floor windows only)						1
b. Clean windows on Interiors walls of building (inside and outside)					2	

NOTES AND ADDITIONAL INFORMATION

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

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

Replenishable Item	Provided by
Paper towels	Provided by DMVA
Hand soap	Provided by DMVA
Feminine Sanitary vending supplies & Disposal bags	Provided by Contractor
Toilet tissue	Provided by DMVA
Plastic Trash Can Liners	Provided by DMVA
Air Fresheners	Provided by Contractor

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

PRICE

MICHIGAN DEPARTMENT OF

BASIC JANITORIAL WAGES – Enter hourly PAY rate. Do not include taxes or insurance.									
	Employees		Hours		Rate		Days		Total
2Daytime Cleaners	3	4	5	6	7	8	9	10	11
12Nighttime Cleaners	131	1	152.5	1	17\$13.00	18	19248	20	21\$8,060.00
22Site Manager	231	2	251	2	27\$14.00	28	2926	30	31\$364.00
32Manager	33	3	35	3	37	38	39	40	41
42Other	43	4	45	4	47	48	49	50=	51
52BASIC ANNUAL JANITORIAL WAGES (A)									53\$8,424.00
									54
									55

ANNUAL BUSINESS COSTS	Total
Annual Cost for Cleaning Supplies and Equipment	\$1,396.95
Replenishment Supplies (not applicable for DHS locations)	
Insurance (General Liability and Worker's Compensation)	\$615.00
Wage Overhead - (A) Basic Annual Janitorial Wages x 19.26%	\$1,622.46
56Other – (Senior Operations)	\$200.00
57Profit	\$7,481.59
58TOTAL ANNUAL BUSINESS COST (B)	59\$11,316.00
60	61
62BASIC ANNUAL JANITORIAL WAGES (A)	63\$8,424.00
64TOTAL ANNUAL BUSINESS COSTS (B)	65\$11,316.00
66TOTAL ANNUAL JANITORIAL BASE RATE (C)	67\$19,740.00
68C ÷ 12 = TOTAL MONTHLY INVOICE AMOUNT	69\$1,645.00

PERIODIC SERVICES	Annual = 1 Semi = 2 Tri = 3 Qrtly = 4	x	Price Per Service	=	ANNUAL PRICE
	Clean air bars and vents				
Dust/clean baseboards	2	x	0.00		0.00
Dust clean vertical blinds	2	x	0.00		0.00
Vacuum fabric upholstered furniture	As Needed	x	0.00		0.00
Remove scuff marks/spray buff hard floors	4	x	\$50.00		\$200.00
Power scrub and refinish ceramic floors	4	x	\$50.00		\$200.00
Strip and refinish all vinyl floors	Not Required	x			
Clean building windows (inside/out)	1	x	\$50.00		\$50.00
Clean carpet – full contract area	Not Required	x	NA	=	0.00
Clean carpet - high traffic areas	Not Required	x	NA	=	0.00

Clean carpet – cafeteria area	Not Required	x	NA	=	0.00
Clean Light Fixtures	2	x	\$25.00	=	\$50.00
Scrub Stairwell Floors	2	x	\$50.00	=	\$100.00
70 TOTAL ANNUAL PERIODIC SERVICES (D)					71 \$600.00
TOTAL ANNUAL JANITORIAL BASE RATE (C)					\$19,740.00
TOTAL ANNUAL PERIODIC SERVICES (D)					\$600.00
TOTAL QUOTE FOR ONE YEAR					\$20,340.00
TOTAL QUOTE FOR CONTRACT					No Contract dates listed

Square Feet of Area to be cleaned:

TOTAL AVERAGE cost per square foot per month: Basic Janitorial - \$1.12

TOTAL AVERAGE cost per square foot per year: Basic Janitorial – \$1.12

TOTAL AVERAGE cost per square foot per month: All Services - \$1.19

TOTAL AVERAGE cost per square foot per year: All Services - \$1.19

ADDITIONAL SERVICES – FOR QUOTION PURPOSES ONLY – not included in total price quotation

Do not include in annual price. Price quoted should be hourly for Additional Services on an “As Needed” basis.	Hourly Rate	Equipment or Supplies	Total
74 Emergency Services Includes emergency cleaning services such as restrooms overflow, etc	\$21.00	N/A	N/A
75 Infectious Disease Control / Disinfection Services	\$88.00	N/A	N/A
Miscellaneous facility maintenance services Includes light maintenance, i.e. hanging paper towel dispensers or storage shelves	\$32.00	N/A	N/A

SUBCONTRACTORS

Sub-contractor Total Costs	\$0.00
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Quick payment terms: 1% discount off invoice if paid within 10 days after receipt of invoice.

CONTRACT INFORMATION			
CONTRACT TERM:	(5) Five Year	Options:	(2) Two (1) One – Year Renewal Options
CONTRACT START DATE:	10/1/2018	CONTRACT END DATE:	9/30/2023
CONTRACTING AGENCY:	DEPARTMENT OF MILITARY AND VETERANS AFFAIRS		
BUILDING NAME AND NUMBER:	FORT CUSTER EDUCATION CENTER BUILDING 2900 FLOORS 2 & 3		
BUILDING ADDRESS:	2501 26 th Street Augusta MI 40012 FCEC 2 nd and 3 rd Floor		
IS LOCATION ON CRO “SET ASIDE”? SCHEDULED TO BE IN FUTURE?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>		
PROSPERITY REGION and COUNTY:	Region: County:		
PROCUREMENT CONTACT INFORMATION			
CONTACT	NAME	EMAIL	PHONE
AGENCY BUYER:	Greg Pawlak	pawlakg@michigan.gov	517-481-7655
FACILITY MANAGER:	Charles Lipsey	LipseyC1@michigan.gov	269-731-6598
BUILDING LOCATION INFORMATION			
WORKING DAYS OF BUILDING OCCUPANTS:	76S-M	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	0001-2400
NUMBER OF EMPLOYEES:	7750	APPROXIMATE DAILY VISITORS:	Varies (50-500)
DAYS OF CLEANING SERVICE:	M-F	IDENTIFY HOURS OF CLEANING SERVICE:	0700-1500
TOTAL SQ. FT. TO BE CLEANED:	7,600	NUMBER OF STORIES IN BUILDING:	1
SQ. FT. CARPET:	5,000	AREA(S): Hallways	

SQ. FT. HIGH TRAFFIC CARPET:		
SQ. FT. VINYL:	600	AREA(S): Breakrooms/hallways
SQ. FT. CERAMIC:		
SQ. FT. CONCRETE: EPOXY COATED CONCRETE FLOOR	2,000	AREA(S): stairwells/laundry rooms
SQ. FT. TERRAZO:		
SQ. FT. RUBBER FLOORING:		
NUMBER OF RESTROOMS IN BUILDING:	0	NUMBER OF TOTAL UNITS FOR BUILDING RESTROOM(S): <i>NOTE, INCLUDES:</i>
Is window cleaning required? Specify if Interior and / or Exterior and Number of Floors – typically 1 st Floor for Exterior.	YES INTERIOR 2 ND AND 3 RD FLOOR	
Does location have child play area(s), gymnasium, locker room, etc? If so, please identify along with cleaning standard.	NO	
What is the RECOMMENDED Level of Insurance Risk for this Contract? [EXAMPLE: LOW, MODERATE OR HIGH] DTMB-OAS & AGENCY to determine		
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):		

C. DESCRIPTION OF SERVICE NEEDS TASK AND FREQUENCIES

SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; 248 times 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-Annual (2 times per year)	Annual (Once Per Year)
BASIC SERVICES						
1. Office Cleaning M/T/W/T/F						Not Required
a. Vacuum carpet, sweep & damp mop hard surface floor if applicable. Remove spots/stains from carpet						
b. Empty waste receptacles. Replace liners when torn or soiled.						
2. Restrooms						Not required
a. Close restroom						
b. Empty waste receptacles						

c. Refill dispensers. ** See Replenishable Supplies.						
d. Dust .						
i. Clean and disinfect waste receptacles.						
j. Dust mop.						
k. Clean and disinfect sinks.						
h. Clean glass and mirrors.						
i. Clean and disinfect toilets and urinals						
j. Empty and disinfect all sanitary napkins receptacles						
k. Clean and disinfect wall around toilets and urinals, stall and entry doors, and partitions between toilets, urinals and sinks. Also perform any obvious spot cleaning.						
m. Damp mop (Note: Damp mops used in restrooms are not to be used for non-restroom areas)						
n. Vacuum carpet if applicable						
m. Maintain floor drain(s)/traps free of odors						
n. Service restrooms as requested by Facility Manager						
3. Drinking Fountains						
a. Clean, disinfect and wipe dry.						
4. Lobbies and Corridors						
a. Empty trash/recyclable paper pick up	248					
b. Remove carpet runners, clean floor and replace runners		52				
c. Vacuum carpet and runners	248					
d. Dust mop		52				
e. Damp mop or machine scrub		52				
f. Maintain clean glass includes entrance doors		52				
g. Completely dust all fixtures includes ledges, edges, shelves, exposed pipe, furniture, partitions door-frames etc.				4		
l. Damp wipe all non-upholstered furniture, tables & counter areas				4		
5. Wall/Partition Cleaning/Washing						Not Required
a. Spot cleaning – including light switches						
b. Thorough wall/partition vacuuming and washing, as required						
c. Clean partition/glass windows						
6. Stairway Cleaning, including those in parking ramps						
a. Vacuum/dust mop	248					
b. Vacuum/dust mop – Winter (November 1 – April 1)			6			
c. Dust		52				

d. Clean w/ disinfectant & wipe dry handrails & doorknobs		52				
e. Damp mop		52				
f. Damp mop Winter (November 1 – April 1) for designated areas			6			
g. Spot clean walls and glass		52				
7. Elevator Cleaning						
a. Clean door guide tracks	248					
b. Dust, damp wipe and wipe dry handrails, cab walls, doors	248					
c. Vacuum carpet	248					
8. Thoroughly Clean Store Rooms Janitor Closets			12			
9. High Use Areas Special attention must be given to the areas listed below both schedules & duties will be conducted as indicated. The facility manager reserves the right to schedule the activities listed in this section. Cleaning to include: vacuum carpet, sweep and damp mop hard surface floors, remove spots/stains from carpet and empty waste receptacles as applicable.						
a. Conference Rooms						Not Required
b. Clean drawing boards in conference rooms						Not Required
c. Lunch/break rooms, coffee areas, vending machine areas, concession stands, lounges, recreation areas, computer rooms & adjacent office areas. Clean metal cover of east receptacle.		52				
d. Includes cleaning of table, counter tops and microwaves		52				
10. Variable Procedures						
a. Empty exterior ashtrays, trash receptacles & clean all general areas including entrances, during Winter months of November 1 – April 1						Not Required
b. Empty exterior ashtrays, trash receptacles & clean all general areas including entrances, during summer months April 1-October 1						Not Required
c. Entry leaf removal/sweeping fall season						Not Required
d. Wash all waste receptacles (inside & out) which present a soiled or odorous condition & disinfect						As Needed
e. Replace waste receptacle liner when soiled or worn	248					
PERIODIC SERVICES						
1. General						

a. Clean air bars and vents				4		
e. Dust/clean baseboards				4		
f. Dust clean blinds, curtains, window treatments				4		
g. Vacuum fabric upholstered furniture				4		
h. Additional/Emergency services						As needed or as requested
2. Intensive Floor Care						
a. Emergency stain / gum removal from carpet						Not Required
b. Remove scuff marks /spray buff hard floors				4		
c. Scrub restroom floors						Not Required
d. Clean carpet in high traffic areas				4		
e. Carpet Cleaning – whole contract area					2	
f. Scrub stairwell floors					2	
g. Clean Light Fixtures					2	
h. Strip & refinish all hard surface floors (** Walk behind scrubber **)					2	
3. Windows						
a. Clean windows on Exteriors walls of building (inside and outside) (First floor windows only)						Not Required
b. Clean windows on Interiors walls of building (inside and outside)				4		

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. 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.

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

Replenishable Item	Provided by
Paper towels	Provided by DMVA
Hand soap	Provided by DMVA
Feminine Sanitary vending supplies & Disposal bags	Provided by Contractor
Toilet tissue	Provided by DMVA

Plastic Trash Can Liners	Provided by DMVA
Air Fresheners	Provided by Contractor

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

PRICE

MICHIGAN DEPARTMENT OF

BASIC JANITORIAL WAGES – Enter hourly PAY rate. Do not include taxes or insurance.								
	Employees		Hours		Rate		Days	Total
78Daytime Cleaners	79	8	81	8	83	84	85	87
88Nighttime Cleaners	891	9	913	9	93\$13.00	94	95248	97\$9,672.00
98Supervisor Cleaning	99	1	101	1	103	10	105	106= 107
108Manager	109	1	111	1	113	11	115	116= 117
118Other	119	1	121	1	123	12	125	126= 127
128BASIC ANNUAL JANITORIAL WAGES (A)								129\$9,672.00
								130 131

ANNUAL BUSINESS COSTS	Total
Annual Cost for Cleaning Supplies and Equipment	\$1,086.10
Replenishment Supplies (not applicable for DHS locations)	\$0.00
Insurance (General Liability and Worker’s Compensation)	\$ 615.00
Wage Overhead - (A) Basic Annual Janitorial Wages x 19.26%	\$1,862.82
	\$ Included in First Floor Quote
132Other – (Senior Operations)	
133Profit	\$1,108.08
134TOTAL ANNUAL BUSINESS COST (B)	135\$4,672.00
136	137
138BASIC ANNUAL JANITORIAL WAGES (A)	139\$9,368.00
140TOTAL ANNUAL BUSINESS COSTS (B)	141\$4,672.00
142TOTAL ANNUAL JANITORIAL BASE RATE (C)	143\$14,040.00
144C ÷ 12 = TOTAL MONTHLY INVOICE AMOUNT	145\$1,170.00

PERIODIC SERVICES	Annual = 1 Semi = 2 Tri = 3 Qrtly = 4		Price Per Service		ANNUAL PRICE
Clean air bars and vents	2	x	0.00	=	0.00
Dust/clean baseboards	2	x	0.00	=	0.00
Dust clean vertical blinds	2	x	0.00	=	0.00
Vacuum fabric upholstered furniture	As Needed	x	0.00	=	0.00
Remove scuff marks/spray buff hard floors	4	x	\$50.00	=	\$200.00
Power scrub and refinish ceramic floors, restrooms	4	x	\$50.00	=	\$200.00
Clean building Exterior windows (inside/out)	1	x	\$360.00	=	\$360.00
Clean building Interior windows (inside/out)	2	x	\$25.00	=	\$50.00
Clean Light Fixtures	2	x	\$25.00	=	\$50.00
Scrub Stairwell Floors	2	x	\$50.00	=	\$100.00
146TOTAL ANNUAL PERIODIC SERVICES (D)	148				147\$960.00
					149
TOTAL ANNUAL JANITORIAL BASE RATE (C)					\$14,040.00

TOTAL ANNUAL PERIODIC SERVICES (D)	\$960.00
TOTAL QUOTE FOR ONE YEAR	\$15,000.00
TOTAL QUOTE FOR CONTRACT –	No contract dates listed

Square Feet of Area to be cleaned:

TOTAL AVERAGE cost per square foot per month: Basic Janitorial - \$ 1.70

TOTAL AVERAGE cost per square foot per year: Basic Janitorial - \$1.70

TOTAL AVERAGE cost per square foot per month: All Services - \$1.85

TOTAL AVERAGE cost per square foot per year: All Services \$1.85

ADDITIONAL SERVICES – FOR QUOTION PURPOSES ONLY – not included in total price quotation

Do not include in annual price. Price quoted should be hourly for Additional Services on an “As Needed” basis.	Hourly Rate	Equipment or Supplies	Total
150Emergency Services Includes emergency cleaning services such as restrooms overflow, etc	\$21.00	N/A	N/A
151Infectious Disease Control / Disinfection Services	\$88.00	N/A	N/A
Miscellaneous facility maintenance services Includes light maintenance, i.e. hanging paper towel dispensers or storage shelves	\$32.00	N/A	N/A

SUBCONTRACTORS

Sub-contractor Total Costs	\$0.00
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Quick payment terms: 1 % discount off invoice if paid within 10 days after receipt of invoice.



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

Contract No. 180000001291

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Hi-Tec Building Services Contractor), This Contract is effective on October 1, 2018 (“**Effective Date**”), and unless terminated, expires on September 30, 2023.

This Contract may be renewed for up to (2) Two Renewal Options] additional [Insert # of (1) One Year Per Renewal. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

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

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

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

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever 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:
Greg Pawlak 3423 North MLK Blvd. Lansing MI, 48906 pawlakg@michigan.gov 517-481-7655	Brian Hogan 6578 Roger Drive Jenison, MI 49428 BHogan@hitec-services.com 616-437-3234

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

State:	Contractor:
Greg Pawlak 3423 North MLK Blvd. Lansing MI, 48906 pawlakg@michigan.gov 517-481-7655	Brian Hogan 6578 Roger Drive Jenison, MI 49428 BHogan@hitec-services.com 616-437-3234

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:
Brandon Grace 2501 26 th Street Bldg. 2900. Augusta MI, 49012 brandon.a.grace.mil@mail.mil 616-915-1683	Brian Hogan 6578 Roger Drive Jenison, MI 49428 BHogan@hitec-services.com 616-437-3234

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

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

<p>\$500,000 Each Accident</p> <p>\$500,000 Each Employee by Disease</p> <p>\$500,000 Aggregate Disease.</p>	
<p>Privacy and Security Liability (Cyber Liability) Insurance</p>	
<p><u>Minimal Limits:</u></p> <p>\$1,000,000 Each Occurrence</p> <p>\$1,000,000 Annual Aggregate</p>	<p>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) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.</p>
<p>Crime (Fidelity) Insurance</p>	
<p><u>Minimal Limits:</u></p> <p>\$1,000,000 Employee Theft Per Loss</p>	<p>Contractor must have their policy: (1) cover forgery and alteration, theft of money and securities, robbery and safe burglary, computer fraud, funds transfer fraud, money order and counterfeit currency, and (2) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as Loss Payees.</p>

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

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

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

7. **Reserved**

8. **Reserved**

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

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

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

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

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

14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change

in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in 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. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized

statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/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.

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

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

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

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

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

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

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

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

- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 28. Limitation of Liability 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 (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Reserved State Data**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. Data Privacy and Information Security.

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

- d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

34. Payment Card Industry Data Security Standard

- a. Undertaking by Contractor. Contractors that process, transmit, store or affect the security of credit/debit cardholder data, must adhere to the Payment Card Industry Data Security Standard (PCI DSS). The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.
- b. Cooperation to Notify of Breach. The Contractor must notify the State's Contract Administrator, within 48 hours of discovery, of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the card associations (e.g. Visa, MasterCard, and Discover) and state acquirer representative(s), or a PCI approved third party, to conduct a thorough security review. The review must validate compliance with the PCI Data Security Standard for protecting cardholder data. The Contractor must provide, at the request of the State, the results of such third party security review. At the State's sole discretion, the State may perform its own security review, either by itself or through a PCI approved third party.
- c. Responsibilities for Costs Incurred. The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with a card association, PCI approved third party, or State initiated security review. Without limiting Contractor's obligations of indemnification as further described in this Contract, Contractor must indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the breach.
- d. Disposing of Cardholder Data. The Contractor must dispose of cardholder data when it is no longer needed in compliance with PCI DSS policy. The Contractor must continue to treat cardholder data as confidential upon contract termination.
- e. Audit by Contractor. The Contractor must provide the State's Contract Administrator with an annual Attestation of Compliance or a Report on Compliance showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.

35. CEPAS Electronic Receipt Processing Standard. All electronic commerce applications that allow for electronic receipt of credit or debit card and electronic check transactions must be processed via the State's Centralized Electronic Payment Authorization System (CEPAS). To minimize the risk to the State, full credit/debit card numbers, sensitive authentication data, and full bank account information must never be stored on state-owned IT resources.

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

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

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

- 37. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (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 State Printing.**
- 42. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
- 43. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

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

48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

Federal Provisions Addendum

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

1. Federally Assisted Construction Contracts

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

2. Davis-Bacon Act (Prevailing Wage)

- a. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;
- c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
- d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

3. Copeland "Anti-Kickback" Act

If applicable, the Contractor must comply with the [Copeland "Anti-Kickback" Act \(40 USC 3145\)](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

4. Contract Work Hours and Safety Standards Act

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

5. Rights to Inventions Made Under a Contract or Agreement

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

6. Clean Air Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

7. Debarment and Suspension

A "contract award" (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Byrd Anti-Lobbying Amendment

If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under [31 USC 1352](#).

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.**Byrd Anti-Lobbying Certification**

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and [31 USC 1352](#), the “Byrd Anti-Lobbying Amendment.” Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. [FAR 52.203-12](#), “Limitation on Payments to Influence Certain Federal Transactions” is hereby incorporated by reference into this certification.
2. The bidder, by submitting its proposal, hereby certifies to the best of his or her knowledge and belief that:
 - a. No federal **appropriated** funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
 - b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the bidder must complete and submit, with its proposal, [OMB standard form LLL, Disclosure of Lobbying Activities](#), to the Solicitation Manager; and
 - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under [31 USC 1352](#). Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.