



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 200000000139

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Hi-Tec Building Services, Inc.
	6578 Roger Drive, Suite A
	Jenison, MI 49428
	Brian Hogan
	616-662-1623
	bhogan@hitec-services.com
	CV0036572

STATE	Program Manager	Dave Graham	DNR
		989-732-3541 x 5006	
		GrahamD1@michigan.gov	
	Contract Administrator	Lisa Crozier-Green	DNR
		517-284-5938	
		CrozierGreenL@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Janitorial Services – Atlanta Field Office			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 1, 2020	January 31, 2023	Two 1-Year Options to Renew	January 31, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 ARI		N/A	
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			
The terms and conditions of this Contract are those of RFP 200000000089, this Contract Agreement and the vendor's quote dated November 4, 2019. In the event of any conflicts between the specifications and terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$42,180.00

FOR THE CONTRACTOR:

Hi-Tec Building Services, Inc.

Company Name



Authorized Agent Signature

Brian Hogan

Authorized Agent (Print or Type)

11-12-19

Date

FOR THE STATE:



Signature

Lisa Crozier-Green, Contract Administrator

Name & Title

Department of Natural Resources

Agency

11/12/2019

Date

STATE OF MICHIGAN

Janitorial Services – DNR Atlanta Field Office Contract No. 200000000139

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

.SCOPE

Janitorial Services for the DNR Atlanta Field Office, 13501 M-33, Atlanta, MI 49709.

REQUIREMENTS

1. General Requirements

1.1. Specifications - Following is a list of general areas and general cleaning specifications. Not all general cleaning specifications are applicable for every location. Refer to Schedule B, Part I, Location Specification Sheet for details of site-specific requirements.

A. Office Areas, Conference Rooms, Offices, Work Stations, Etc.

1. All Floors

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

2. Carpeted Floors

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

3. Periodic Carpet Cleaning

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

- h. Replace all items removed for cleaning. Block or tab any metal in contact with carpet fiber until dry. All blocks or tabs should be removed during the next scheduled regular area cleaning, provided the carpet is thoroughly dry.
- 4. Non-Carpeted Floors**
- a. Vacuum and remove all rugs, runners and mats.
 - b. Remove all moveable items.
 - c. Sweep floors with a broom / dustpan to remove trash, foreign matter, dirt and debris. Leave no dirt in corners, behind radiators, under furniture, behind doors or on stairs or landing. Leave no dirt where sweepings were picked up.
 - d. Dust mop non-carpeted floors with a clean dust mop, treated with an approved water-based dust control chemical.
 - e. Damp mop using a clean cotton mop head in good condition. Use clean water at all times, change water frequently. Mop head must be damp only and leave no excess water on floors.
 - f. Use only approved, properly diluted chemicals at all times.
 - g. Finished floor must be clean, streak free, and free from strings, bristles, or dust streaks.
 - h. Damp mop all spills.
 - i. Damp mop and shine all high traffic vinyl floors.
 - j. Replace all rugs, runners, mats and moveable items.
- 5. Spray Buff Areas**
- a. Vacuum and remove all rugs, runners and mats.
 - b. Remove all moveable items.
 - c. Spray buff areas must be properly prepared before spray buffing by removing carpet runners, dust mopping and damp mopping.
 - d. Buffing machine, pad and spray buffing chemical must be approved by the Program Manager or designee.
 - e. Begin spray buffing by lightly spraying area just to the left or right of buffer with approved spray buffing chemical at approved dilution. Rotary buffer will be worked back and forth over area lightly sprayed until floor has a high, streak free luster.
 - f. Care must be taken to avoid using "loaded" pad (pad full of dried finish and dirt). Flip pad over or change to another clean dry pad often.
 - g. Do not allow buffer to run in one spot for too long to avoid burning the floor.
 - h. Floor shall be dust mopped after spray buffing is completed.
 - i. Replace all rugs, runners, mats and moveable items
- 6. Wet Mop Areas**
- a. Vacuum and remove all rugs, runners and mats.
 - b. Remove all moveable items.
 - c. Sweep floor and remove visible dirt and debris, gum, tar or foreign substances from floor surface.
 - d. Scrub floor with approved chemicals at proper dilution. Mop head must be thoroughly wet with solution during mopping / scrubbing process.
 - e. Rinse with clean water.
 - f. Apply approved floor shine product unless cleaning solution contains floor shine.
 - g. Ensure baseboards, walls, furniture and equipment are clean when wet mopping is complete. Do not leave baseboards, walls, furniture or equipment in splashed, disfigured or damaged condition.
 - h. Dry mop floor to remove any residue, water streaks, mop marks, strings, etc.
 - i. All surfaces must be dry with corners and cracks clean.
 - j. Replace all rugs, runners, mats and moveable items.
- 7. Walls / Doors / Windows**
- a. Remove all cobwebs.
 - b. Spot clean walls.
 - c. Clean and polish entrance glass and pass-through glass at reception area, and security desk.
 - d. Clean and polish any glass panels or door glass in entries, lobbies, cubicles, in or next to office or conference room doors. Remove all handprints, smudges and soil. If necessary, clean the entire door or window to accomplish this task.
 - e. Clean and polish any interior and exterior entryway windows.
 - f. Clean switches, kick plates, and dust baseboards / radiators.
 - g. Dust window hangings or blinds with a vacuum tool.
 - h. Wash and sterilize all surfaces on public water fountains with approved disinfectant.
- 8. All Dusting / Spot Cleaning**
- a. Dust surfaces with the most effective method, either a treated dust cloth or vacuum tools. Do not move dust from spot-to-spot.
 - b. Leave no dust streaks.
 - c. Corners, crevices, molding and ledges should be free of dust and cobwebs.
 - d. Leave no oil spots or smudges on dusted surfaces.
 - e. Horizontal surfaces requiring dusting include, but are not limited to, counter tops, file cabinets, tables, coat racks, partition tops, window ledges, door and window frame trim, etc.

9. Furniture

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

10. Trash

- a. Waste containers in general office space must be emptied during each regular service day.
- b. Waste containers in restrooms, break rooms and conference rooms must be inspected daily and changed as needed.
- c. Empty waste receptacles into plastic bags, tie off and remove to designated location. Refer to Schedule B1 for site-specific designated location.
- d. Dispose of items in waste containers only. If not in waste container, only dispose of items clearly marked for disposal. When in doubt do not remove.
- e. Liners must be used in all waste receptacles and changed as needed, not less than once per month.
- f. Wash, inside and out, any waste receptacles presenting a soiled or odorous condition.
- g. Replace torn or soiled liners.

11. Recyclables

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

12. Air Bars and Vents

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

B. Restrooms

1. Signage

- a. During regular tenant hours, an approved sign must be placed in the restroom entrance warning tenants that restroom is closed for cleaning. Refer to Schedule B1 for regular tenant hours.
- b. A schedule for closing restrooms must be established in advance with the Program Manager or designee.
- c. Any changes in schedule must be pre-approved in writing (email is acceptable) by Program Manager or designee.

2. Routine and Monthly Deep Cleaning of Toilets and Urinals

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

3. Cleaning and Sanitizing Toilets, Urinals and Partitions

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

4. Sinks / Faucets and Spigots

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

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

- a. Dust all surfaces, ledges, fixtures, edges, shelves, exposed pipes, partitions, door frames, ceiling vents, lighting devices. Pay particular attention to tops of horizontal surfaces.
- b. Using approved cleaning solution, thoroughly clean mirrors and counters.
- c. Using approved cleaning solution, thoroughly clean handicap rails, baby changing stations, hand dryers, paper towel dispensers, light switch covers, doors, hand and kick plates, etc.
- d. Wipe each surface with approved disinfectant solution and allow to air dry.
- e. Spot clean all walls around sinks, waste receptacles, handicap rails, baby changing stations, switch and plug covers, entrance doors (inside and out), etc., with approved germicidal solution.
- f. Empty, clean, and disinfect all sanitary napkin dispensers and waste receptacles.

- g. Empty waste receptacles into plastic bags, tie off and remove to designated location. Refer to Schedule B1 for designated waste location.
- h. Polish all chrome.
- i. Check all dispensers (i.e. hand soap, paper towels, toilet paper, etc.). Refill as necessary. See Section 1.1(H) – Replenishable Supplies.

6. Restroom Floors and Walls

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

7. Showers

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

8. Visually Inspect Restroom.

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

C. Breakroom

1. Floors

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

2. Other

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

D. Furnace Room / Janitorial Closet

- 1. Keep clean as needed.

E. Exterior Areas

1. Pavement

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

2. Ashtrays

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

3. Lawn Care / Landscaping – N/A

4. Snow Removal – N/A

F. Cleaning Rags and Materials

1. The Contractor is responsible for removing, laundering and returning any soiled, State-supplied cleaning rags, sponges, or other such supplies as necessary to maintain items in a clean and sanitary condition.

G. Materials, Treatment, Etc.

1. Chemicals, Cleaners and Finishes

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

H. Replenishable Supplies

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

I. Emergency Cleaning

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

J. Hazardous Conditions

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

K. Mechanical and Other Equipment

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

L. Inspection and Correction of Deficiencies

1. Performance Evaluations will be given to the Contractor in writing (email is acceptable) noting exceptions in performance to the required specifications.
2. Contractor must correct deficiencies as follows:
 - a. Basic Janitorial Services – five day per week contracts - deficiency must be corrected within 8 business hours, two or three day a week contracts – deficiency must be corrected the next scheduled service day.
 - b. Periodic Services – deficiency must be corrected within 24 business hours.
3. Failure to perform or failure to correct deficiency within the specified time may result in a Vendor Performance entered against the Contractor, a deductible incident, and / or contract cancellation. Refer to Section 2.0 for detail regarding deductible incidents.

The Contractor Agrees to provide all personnel, equipment, tools, materials, supervision, other items and services necessary to perform the services as described in Section 1.1 Specifications and all Location Specification Sheet (Schedule B, Part I).

1.2. Warranties

- A.** The State reserves the right to require additional warranties other than those identified by the Contractor.

B. Damage to State-owned, Leased or Citizen-owned Property

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

C. Health, Safety and Environmental Protection

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

1.3. Recall Requirements and Procedures - RESERVED

1.4. Quality Assurance Program

Hi-Tec Quality Assurance Program(s).

At Hi-Tec, quality assurance is of utmost importance. We understand that consistency and reliability in services performed are dependent upon an efficient and effective quality assurance program. This includes thorough training, proactive communication, key performance indicators and inspections.

Operations personnel go through extensive quality assurance training to provide daily, weekly and monthly control of cleanliness.

One of the key ingredients to a successful quality assurance program is communication.

24-hour phone service is provided to management personnel to ensure communication channels are open at all times.

Our evaluations are conducted on a cleanliness rating scale of 1 to 4 which determines whether a quality problem exists (see quality form). Quality control checklists will be completed on an on-going daily and weekly basis. This identifies problems immediately allowing them to be addressed appropriately.

Quality assurance visits are scheduled and unscheduled to review quality in the facilities and findings are reviewed to determine if a course of action needs to commence. This dual approach to quality allows us to eliminate most quality issues before they become problems. All quality reports will be maintained in our files as required during the term of the contract.

Hot Sheets

Hot sheets are a daily quality control report that the Site Supervisors execute during shift quality control checks. The Site Supervisors focus on items such as: high/low dusting, baseboard vacuum and cleaning, light switches, vents, kick plates, door handles, chair bases, trash cans, walls and floor care cleaning. This report is explained to the cleaner responsible for the area and directions given for completion the following day.

PROBLEM RESOLUTION PLAN

How we provide customer service when problems or concerns arise:

Our District Manager is provided a smart phone for call and email communication. This is our preferred method of communication with regard to issues or special request. However, there will be communication logs provided to each building in the District in which school representatives are able to document issues and complaints. These logs are reviewed daily by Hi-Tec management who, in turn, implement the proper steps to complete resolution. All District Managers, Site Supervisors will be provided with cell phones for immediate response.

There will also be contact cards available at each facility providing names and numbers to Hi-Tec personnel assigned to the District.

The Hi-Tec management will follow up any incidents whether logged, emailed or phoned in, and use them as retraining opportunities with employees.

The Hi-Tec management team for the District will be equipped with cellular phones allowing access to them 24 hours a day.

These measures combined help ensure that the custodial staff maintains open lines of communication and a consistent level of performance.

1.5. Incentives

The Contractor is offering a 1% discount on invoices paid by the 10th of each month.

2. Service Levels

2.1. Days and Times of Basic and Periodic Service

- A. The Contractor agrees to adhere to the days and times of Basic and Periodic Services as detailed in Schedule B, Part I – Location Specification Sheet.
- B. The Contractor agrees all site staff are to remain actively working during specified times of service, except during regularly scheduled breaks.

2.2. Inspection and Acceptance

- A. The following criteria will be used by the State to determine Acceptance of the Contract Activities.
 1. The Program Manager or designee will conduct weekly inspections for compliance with Section 1.1 Specifications and site-specific requirements in compliance with Schedule B, Part I – the Location

- Specification Sheet, noting any deficiencies. The Program Manager or designee will make the final determination as to whether any task has been satisfactorily performed.
2. The Program Manager or designee will maintain a record of complaints from the agency or departmental staff and provide record of complaints to the Contractor. The record will identify areas requiring special attention, on the day the complaint was received, which must be completed by the Contractor within eight business hours of receipt.
 3. The Contractor agrees to remain responsible to make any necessary changes if the Program Manager or designee determines that any task has not been performed adequately or satisfactorily. Contractor must correct the deficiency within 8 business hours for basic janitorial issues, and within 24 business hours for periodic services, or sooner, depending on the severity of the task.

2.3 Contractual Deductions, Deductible Incidents, Escalation and Vendor Performance

A. Contractual Deductions and Deductible Incidents

1. Deductible Incidents include, but are not limited to:
 - a. Failure to Respond to Emergency Situations
 - b. Unsatisfactory Conditions
 - c. Unstaffed / Unattended Conditions
 - d. Unsatisfactory / Incomplete Landscaping
 - e. Unsatisfactory / Incomplete Snow Removal
 - f. Incomplete or Missing Records or Reports
 - g. Inadequate Supplies
1. Failure to Respond to Emergency Situations
 - a. In the event of an emergency, the Program Manager or designee will telephone the assigned Key Personnel.
 - b. Key Personnel failure to respond to the Program Manager or designee within two (2) hours of the initial call may result in a \$125.00 invoice deduction and an additional deduction of \$50.00 for every ½ hour of delay.
2. Unsatisfactory Conditions
 - a. The Program Manager or designee is authorized to determine whether Contract Activities are satisfactory.
 - b. If the Program Manager or designee determines any Contract Activity has not been adequately performed, the Program Manager or designee will immediately notify the Contractor of the unsatisfactory condition.
 - c. If service is performed five days a week, the Contractor must correct the unsatisfactory condition within eight (8) business hours from notice of the deficiency. If service is performed two or three days per week, the Contractor must correct the unsatisfactory condition at the next scheduled service.
 - d. Failure to correct the unsatisfactory condition within the specified time frame may result in a \$25.00 per day invoice deduction for the first day, and a \$100.00 deduction for each additional day.
3. Unstaffed / Unattended Conditions
 - a. Contractor employees must inform the Contractor when late or absent from work. Failure to provide adequate staff may result in a \$100.00 invoice deduction for the first instance, and a \$200.00 invoice deduction for subsequent late arrival or absence by the same employee.
4. Unsatisfactory / Incomplete Landscaping – N/A
5. Unsatisfactory / Incomplete Snow Removal – N/A
6. Incomplete or Missing Records or Reports
 - a. Incomplete or missing MSDS sheets may result in a \$75.00 per day invoice deduction.
 - b. Failure to complete and submit any required report or form within specified time may result in a \$75.00 per day invoice deduction.
7. Inadequate or Unapproved Supplies
 - a. Inadequate supplies, or unapproved supplies found on site, may result in a \$150.00 per day invoice deduction.

B. Escalation (Contract Compliance)

1. First Instance –
 - a. If the Program Manager or designee determines the Contractor is non-compliant with the terms, conditions and / or specifications of the contract, or a Deductible Incident or Condition has occurred, the Program Manager or designee will:
 - i. Verbally notify the Contractor of the situation or issue

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

2.4. Installation - RESERVED

2.5. Maintenance - RESERVED

2.6. Training - RESERVED

2.7. Reporting

A. Reporting

- 1. Reports and Forms
 - a. The Contractor agrees to provide all required reports and complete all required forms. The Program Manager or designee will provide Contractor with DNR required forms.
 - b. Reports and forms may include, but are not limited to:
 - i. Maintenance Inspection Reports
 - ii. Damage Reports
 - iii. Accident / Incident Reports
 - iv. Contractor Evaluation
 - v. Time Keeping Reports
 - vi. MSDS Forms
 - c. The Contractor agrees all daily forms will be completed and maintained by the attendant on a daily basis.
 - d. The State reserves the right to require other reports or completion of additional forms.
- 2. Damage Reports
 - a. In all instances where State property or equipment is damaged, the Contractor shall submit to the Program Manager or designee a Damage Report containing the facts and extent of the damage. Damage reports must be submitted verbally within one hour of the damage, and in writing within twenty-four (24) hours of the damage.
- 3. Accident Reports
 - a. The Contractor shall comply with State of Michigan, OSHA, and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness.
 - b. The Contractor must provide a verbal report to the Program Manager or designee within one hour of the accident, and a written report within twenty-four (24) hours of the accident.
- 4. Time Keeping
 - a. The Contractor agrees to provide monthly time sheets, submitted to the Program Manager or designee by the 15th of each month. The time sheets must include:
 - i. Employee name
 - ii. Dates worked
 - iii. Area worked
 - iv. Hours worked – including starting and quitting times

5. MSDS Forms
 - a. The Contractor agrees to maintain MSDS forms on site, in area designated by Program Manager or designee.

2.8. Meetings

The Contractor must attend the following meetings:

A. Meetings

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

3. Staffing

A. Contractor Representative

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

Contractor Representative: Brian Hogan Telephone Number: 616-662-1623 Email Address: bhogan@hitec-services.com
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B. Key Personnel

1. The Contractor agrees to employ, at a minimum, one Key Personnel defined by the State and a full-time Project / Regional / Area or Site Supervisor who will be directly responsible for the day-to-day operations of the Contract.
2. Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 8 business hours.
3. The State reserves the right to require the Contractor to employ more than one Key Personnel to adequately supervise the day-to-day Contract Activities.
 - a. The State reserves the right to approve Key Personnel for this project and to require replacement of any Key Personnel found to be unacceptable at any time during the project.
 - b. The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause.
 - c. The State may request a résumé and conduct an interview before approving a change.
 - d. The State may require a 30-calendar day training period for replacement personnel.
 - e. Key Personnel shall act as the Contractor's designated representative at the specified locations.
 - f. Key Personnel will be trained and qualified to directly supervise the day-to-day Contract Activities.
 - g. General employees or attendants may not be substituted for Key Personnel.

Brian Hogan, President, Jenison, MI, (616) 662-1623, bhogan@hitec-services.com
Overall responsibility for compliance with contract provisions.

Jeremy Macher - Operations Manager, West Branch, MI, (989) 313-7004, JMacher@hitec-services.com
Over 3 years management experience in management. He covers the Mid/Northern section of the lower Peninsula. Active communication with the Facility Manager throughout the week. Extensive experience in managing multiple facilities. Employee disciplinary actions. Express Time recording program. Hazard Communication training. Personal Protection Equipment training. Blood Born Pathogen training. Active at the facility throughout the month. Responsible to assure ultimate cleanliness of the facility by communication either by site visit or phone call to Contract Administrator Responsible to assure compliance with contract specifications.

3.1. Disclosure of Subcontractors

A. The Contractor does not intend to utilize subcontractors. In the event the Contractor requires the use of a subcontractor, the Contractor agrees to disclose the following:

1. The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
2. The relationship of the subcontractor to the Contractor.
3. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
4. A complete description of the Contract Activities that will be performed or provided by the subcontractor.

3.2. Project Work Plan

A. Refer to Schedule B, Part II for the Contractor Work Plan which includes:

1. Equipment List
2. Schedule of Operations
3. Transition Plan
 - a. Transition In
 - Documentation of employee background checks and drug screening
 - Introduction or employment of Key Personnel
 - Training documentation for all site employees on cleaning, MSDS, etc.
 - Obtain keys or key cards from Program Manager or designee
 - Security screening / clearance
 - Lead time required to hire employees
 - Lead time required to train employees
 - b. Transition Out
 - Refer to Section 25 of the Standard Contract Terms for transition out responsibilities.
 - Keys and key cards must be returned to the Program Manager or designee by the final date of service.
 - Unreturned, lost, stolen, etc., keys and key cards shall remain the Contractor's responsibility. The cost to replace or rekey will be deducted from final invoice.
 - In the event the Contractor, or employee(s) creates the need to reprogram the building security, the price of reprogramming will remain the Contractor's responsibility and will be deducted from the Contractor's final invoice.
4. Implementation Plan – Demonstrating the ability of your company to provide services for this location.
5. Contingency Plan – Detailing how you will handle sick or no-show employees.

3.3. Customer Service Toll-Free Number - RESERVED

3.4. Technical Support, Repairs and Maintenance - RESERVED

3.5. Security

A. Contractor Responsibilities

1. The Contractor and / or Sub-contractor's staff will be performing Contract Activities in State facilities and on State property. The Contractor must provide with the proposal (Schedule B, Part II), a statement which describes:
 - a. How the Contractor intends to ensure the security of State facilities
 - b. Whether Contractor's staff are required to wear uniforms and/or ID badges
 - c. Whether the Contractor performs background checks on employees
 - d. The scope of the background check
 - e. Any additional site-specific security measures the Contractor intends to ensure the security of State facilities.
2. Drug Testing
 - a. The Contractor and / or Subcontractors must submit their drug testing policies and processes with the bid submittal.
 - b. Policies and processes must include pre-employment and random / reasonable suspicion testing.
 - c. Policies and processes must address screening for prospective and current employees, including frequency. The drug testing policies and processes must include screening tests and panel thresholds.
 - d. The policies should specify the length of time drug testing records are retained.
 - e. Upon request, the Contractor and/or sub-contractors must share drug testing records / documentation with DNR Human Resources Director, or their designee.
3. Background Checks
 - a. Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. Documentation must be provided upon request to the State of Michigan. Contractor is responsible for all costs associated with the processing the background checks. The State, in its sole discretion, may also perform background checks.

- b. The Contractor, and/or its sub-contractors who will be completing onsite work, must:
 - i. Submit its background check policies and processes with the bid submittal. The policies and processes must:
 - Address screening for prospective and current employees, including frequency and disqualification criteria.
 - Include the screening criteria used to determine whether an applicant qualifies to be in the Contractor's employ, including sub-contractor employees.
 - Specify the length of time background check records are retained.
 - Provide specifics relative to the company that will perform the background checks,
 - Detail the scope of the background check
 - Detail the type of background check/investigation used to screen company employees (i.e. Criminal History, Financial, etc.).
 - c. Upon request, the Contractor and/or sub-contractors must share background check results / documentation with DNR Human Resources, or their designee.
 - d. The State reserves the right to request additional background checks at the discretion of state agencies or branches of state government as outlined in the Standard Contract Terms document.
 - e. The Contract is contingent upon the Contractor's ability to supply workers capable of passing a criminal background check. The Contractor must demonstrate the worker(s) has no felony convictions or pending felony charges that are substantially related to the contracted activities or services.
- 4. Sub-Contractors
 - a. The Contractor shall ensure background checks and drug testing requirements of sub-contractor employees are adhered to as if the workers were the Contractors employees when engaged in State projects.
- 5. Identification Badges
 - a. All Contractor and sub-contractor staff will display State credentials while performing work on State premises.

B. DNR Human Resources Responsibilities

- 1. DNR Human Resources, or designee, is the sole contact to view background check or drug testing results on behalf of the State.
- 2. DNR Human Resources contact is Amy Abdo, AbdoA@michigan.gov. (517) 284-5017.

C. State Employee Responsibilities

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

D. Keys, Codes and Key Cards

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

4. Pricing

4.1. Price Term

- A. 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.

4.2. Price Changes

- A. Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

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.

4.3 Electronic Catalog - RESERVED

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a properly executed Delivery Order (DO).

5.2 Order Verification

The Contractor must have internal controls, approved by DNR Procurement Services, to verify abnormal orders and to ensure that only authorized individuals place orders.

6. Delivery

6.1. Delivery Programs - RESERVED

6.2. Packaging and Palletizing – RESERVED

7. Acceptance - RESERVED

8. Invoice and Payment

8.1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) delivery order number; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price.

8.2. Payment Methods

The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) only. Bidders must be registered in SIGMA VSS and EFT compliant to be eligible for contract award.

9. Project Plan

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 will 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.

10. Licensing Agreement - RESERVED

11. 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 \$1,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

- A. Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage

sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.

- B. The State is entitled to collect \$1,000 per individual per day for the removal of any Key Personnel without prior approval of the State. The State is entitled to collect \$1,000 per individual per day for an unapproved or untrained key personnel replacement.

12. Additional Requirements

12.1. Environmental and Energy Efficient Products

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

12.2. Hazardous Chemical Identification

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

12.3. Mercury Content

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

12.4. Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.

STATE OF MICHIGAN

Janitorial Services – DNR Atlanta Field Office Contract No. 200000000139

SCHEDULE B PRICING

1. The Contractor provided a pricing schedule for the proposed Contract Activities using the attached Excel spreadsheet.
2. The price proposals included all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. The Contractor is offering quick payment terms. The number of days shall not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms: **1 % discount off invoice if paid within 10 days after receipt of invoice.**

4. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CO and Hi-Tec Building Services (“**Contractor**”), Michigan Corporation. This Contract is effective on February 1, 2020 (“**Effective Date**”), and unless terminated, expires on January 31, 2023.

This Contract may be renewed for up to TWO 1-Year Options to Renew. 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 contacting 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:
Lisa Crozier-Green 525 West Allegan, Constitution Hall Third Floor, Pillar A1 Lansing, Michigan 48913 CrozierGreenL@michigan.gov	Brian Hogan 6578 Roger Drive, Suite A Jenison, MI 49428 bhogan@hitec-services.com 616-662-1623

- 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:
Lisa Crozier-Green 525 West Allegan, Constitution Hall Third Floor, Pillar A1 Lansing, Michigan 48913 CrozierGreenL@michigan.gov	Brian Hogan 6578 Roger Drive, Suite A Jenison, MI 49428 bhogan@hitec-services.com 616-662-1623

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: Dave Graham DNR Atlanta Field Office 13501 M-33 Atlanta, MI 49709 GrahamD1@michigan.gov 989-732-3541 x 5006	Contractor: Brian Hogan 6578 Roger Drive, Suite A Jenison, MI 49428 bhogan@hitec-services.com 616-662-1623
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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>Minimum 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 04.
Umbrella or Excess Liability Insurance	
<u>Minimum Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

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

form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

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

7. **Administrative Fee and Reporting. RESERVED**
8. **Extended Purchasing Program. RESERVED**
9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, 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 within 30 days of any public announcement or otherwise once legally permitted to do so, 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 0, 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. **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. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

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

18. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
19. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

- 20. 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.

- 21. 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 22, 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.
- 22. 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.
- 23. 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.

24. **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.
25. **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.
26. **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.
27. **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.
28. **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 0, Termination for Cause.
29. **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.

30. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
31. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#), Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
32. **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.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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.
38. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
39. **Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A

Statement of Work

Schedule B

Part I – Location Specifications
Part II – Vendor's Work Plan
Part III – Vendor's Price Quotation

- 40. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, 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.
- 41. 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.
- 42. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 43. 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.
- 44. 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 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR 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.

Signed by:



Brian Hogan, President
Hi-Tec Building Services

Date: 10/22/19

Janitorial Services – DNR Atlanta Field Office
Contract No. 200000000139

SCHEDULE B

Part I: Location Specifications

CONTRACT INFORMATION			
CONTRACT TERM:	Three Years	OPTIONS:	Two 1-Year Options
CONTRACT START DATE:	February 1, 2020	CONTRACT END DATE:	January 31, 2023
CONTRACTING AGENCY:	Department of Natural Resources		
BUILDING NAME and NUMBER:	DNR Atlanta Field Office		
BUILDING ADDRESS:	13501 M-33, Atlanta, MI 49709		
IS LOCATION ON CRO "SET ASIDE"? SCHEDULED TO BE IN FUTURE?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
PROSPERITY REGION and COUNTY:	Region: 3 – Northeast Prosperity Region County: Montmorency		
PROCUREMENT CONTACT INFORMATION			
CONTACT	NAME	EMAIL	PHONE
DNR BUYER:	Lisa Crozier-Green	CrozierGreenL@michigan.gov	517-284-5938
PROGRAM MANAGER:	Dave Graham	GrahamD1@michigan.gov	989-732-3541 x 5006

B. Building Specification Information

BUILDING LOCATION INFORMATION 4166 LEGACY PARKWAY – Customer Service Center			
WORKING DAYS of BUILDING OCCUPANTS:	M - F	WORKING HOURS of BUILDING OCCUPANTS:	8:00 a.m. – 4:30 p.m.
NUMBER of EMPLOYEES:	12	DAILY VISITORS:	
DAYS of CLEANING SERVICE:	Tu / Fr	HOURS BUILDING IS AVAILABLE FOR CLEANING:	6:00pm – 6:00am
TOTAL SQ. FT. to be CLEANED:	2,360	STORIES IN BUILDING:	1
SQ. FT. carpet:	1,910	AREA(S): Managers Office, general office area	
SQ. FT. HIGH TRAFFIC CARPET:		AREA(S):	
SQ. FT. VINYL TILE:	400	AREA(S): Restrooms, front entry vestibule, janitor's closet	
SQ. FT. CONCRETE:	50	AREA(S):	
NUMBER of RESTROOMS in BUILDING:	2	NUMBER of TOTAL UNITS for BUILDING RESTROOM(S):	3
Is window cleaning required?	Yes, Interior and Exterior		
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?	LOW		

C. Description of Service Needs

TASKS AND FREQUENCIES

Basic Janitorial Services Daily Services are to be completed each time scheduled to clean. Schedule to be determined by Program Manager	Frequency					
	Daily	Weekly	Monthly	Quarterly	Semi Annual	Annual
1. General Room Cleaning – All Contract Areas Except Restrooms						
a. Vacuum and remove rugs and runners. Vacuum carpet. Remove spots / stains from carpet. Replace rugs and runners.	X					
b. Vacuum and remove rugs and runners. Sweep & damp mop hard surface floors. Replace rugs and runners.	X					
c. Vacuum and remove rugs and runners. Sweep, mop, spray wax and buff hard surface floors. Remove all scuff marks. Replace rugs and runners.						
d. Empty waste receptacles. Wipe clean. Replace liners as needed.	X					
e. Empty paper recycling containers. Move contents to designated area.						
f. Clean and disinfect drinking fountains	X					
g. Clean all cleared work surfaces, table tops and countertops						
h. Clean all glass in interior partition walls.						
i. Clean and polish all entrance and lobby glass.			X			
j. Spot clean walls, partitions, doors, switches, etc.	X					
k. Clean all lobby furniture – vacuum or damp wipe						
l. Dust high and low, including clocks and all horizontal surfaces where dust gathers, including window sills and picture frames.			X			
m. Remove all cobwebs	X					
n. Spot clean walls, partitions, doors, switches, etc.	X					
o. Dust Clean Taxidermy Mounts						
p. Clean and disinfect all handrails and doorknobs						
q. Clean and disinfect sinks and faucets	X					
2. Restrooms						
a. Close restroom	X					
b. Empty waste receptacles. Inspect waste receptacles – wash or damp wipe inside and out as needed. Replace liners as needed.	X					
c. Fill dispensers	X					
d. Dust high and low, all surfaces on which dust gathers, remove cobwebs	X					
e. Dust mop						
f. Clean and disinfect sinks and faucets	X					
g. Clean glass and mirrors	X					
h. Clean and disinfect toilets and urinals	X					
i. Empty and disinfect all sanitary napkin receptacles						
j. Clean and disinfect wall around toilets and urinals, stall and entry doors, and partitions between toilets, urinals and sinks and faucets. Also perform any obvious spot cleaning.	X					
k. Damp mop (Mops used in restrooms not to be used for non-restroom areas.)	X					
l. Maintain floor drain(s)/traps free of odors.						
m. Thoroughly clean and scrub by agitation all ceramic tile floors.						
n. Service restrooms as requested by Program Manager	X					
3. Kitchen Area						
a. Dust mop or Sweep Floor	X					
b. Damp Mop	X					
c. Clean and disinfect all surface areas including counter, sink, faucet, appliance handles, appliance exteriors, etc.	X					
d. Disinfect light switches	X					
4. Exterior						
a. Empty trash/recyclable paper pick up. Empty ashtrays. Clean all general areas including entrances.						
b. Sweep and clean outside area at front and back door entrances removing all leaves, dirt, debris, etc.	X					
9. Clean Basement / Janitor Closet		X				

Periodic Services	Daily	Weekly	Monthly	Quarterly	Semi Annual	Annual
1. General						
a. Dust and Clean Baseboards					X	
b. Dust and Clean Window Blinds and Window Ledges					X	
c. Clean Air Bars and Vents					X	
d. Vacuum and spot clean fabric upholstered furniture					X	
e. Clean light fixture lenses						
2. Intensive Floor Care						
a. Emergency stain / gum removal from carpet	X					
b. Carpet Cleaning – Full Contract Area					X	
c. Strip, seal, wax and buff hard surface floors					X	
3. Windows						
a. Clean Windows on Interior and Exterior of Buildings (inside and outside)					x	

NOTE:

Services requested by the Program Manager or Designee and performed by the contractor which are beyond the scope of this service contract, shall be billed separately at the hourly rate quoted by the contractor for additional / emergency services.

SUPPLEMENTARY TASKS*

- To be determined by Program Manager or Designee

NOTES AND ADDITIONAL INFORMATION

- All cleaning schedules are to be established with and approved by the Program Manager or Designee at the beginning of the contract period. Service delivery begin date will be determined by Program manager or Designee. Any deviation from the established schedule must be pre-approved by the Program Manager or Designee
- All periodic services must be priced and invoiced separately from the basic services. Scheduling, delivery and performance of all periodic services must be pre-approved by the Program Manager or Designee.

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

Replenishable Item	Provided by
Paper towels	DNR
Hand soap	DNR
Feminine Sanitary vending supplies & Disposal bags	N/A
Toilet tissue	DNR
Plastic Trash Can Liners	DNR
Air Fresheners	DNR

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

All Cleaning supplies must be pre-approved by the Program Manager or designee.

MSDS Safety Data Sheets must be provided to the Program Manager or Designee and maintained on site in designated location

SCHEDULE B

Part II: Vendor's Work Plan See Additional Attached Documents

STAFFING

1. STAFFING

1. CONTRACTOR REPRESENTATIVE (SCHEDULE A, SECTION 3.0, A)

Brian Hogan
Telephone Number: 616-662-1623
Email Address: bhogan@hitec-services.com

2. KEY PERSONNEL (SCHEDULE A, SECTION 3.0, B)

Brian Hogan, President
Jenison, MI
(616) 662-1623
bhogan@hitec-services.com
29+ years' experience in multiple facilities management
Overall responsibility for compliance with contract provisions
Responsible for periodic site visits to assure quality.

Jeremy Macher - Operations Manager
West Branch, MI
(989) 313-7004
JMacher@hitec-services.com
Over 3 years management experience in management.
He covers the Mid/Northern section of the lower Peninsula.
Active communication with the Facility Manager throughout the week
Extensive experience in managing multiple facilities
Employee disciplinary actions
Express Time recording program
Hazard Communication training
Personal Protection Equipment training
Blood Born Pathogen training
Active at the facility throughout the month
Responsible to assure ultimate cleanliness of the facility by communication either by site visit or phone call to
Contract Administrator
Responsible to assure compliance with contract specifications.

3. SUB-CONTRACTORS (SCHEDULE A, SECTION 3.1) – INCLUDE NAMES OF ANY SUB-CONTRACTORS HERE AND PROVIDE SUB-CONTRACTOR DETAIL IN THE SUB-CONTRACTOR SECTION, BELOW.

BIDDERS RESPONSE

Hi-Tec will not be utilizing sub-contractors.

D. TRANSITION PLAN (SCHEDULE A, SECTION 3.2, A, 3)

I. TRANSITION IN SHOULD INCLUDE:

1. DOCUMENTATION OF BACKGROUND CHECKS AND DRUG SCREENING FOR PROPOSED EMPLOYEES
2. INTRODUCTION OR EMPLOYMENT OF KEY PERSONNEL
3. DOCUMENTATION OF TRAINING FOR ALL SITE EMPLOYEES ON CLEANING, MSDS, ETC.
4. OBTAIN KEYS OR KEY CARDS FROM PROGRAM MANAGER OR DESIGNEE
5. OBTAIN SECURITY SCREENING / CLEARANCE
6. OBTAIN STATE ISSUED ID CARDS
7. BUILDING WALK THROUGH WITH PROGRAM MANAGER OR DESIGNEE AND SITE EMPLOYEES
8. LEAD TIME REQUIRED TO HIRE EMPLOYEES
9. LEAD TIME REQUIRED TO TRAIN EMPLOYEES
10. LEAD TIME REQUIRED TO PERFORM BACKGROUND CHECKS
11. LEAD TIME REQUIRED TO PERFORM DRUG SCREENING
12. DEMONSTRATE THE ABILITY OF YOUR COMPANY TO PROVIDE THE CONTRACT ACTIVITIES FOR THE LOCATIONS YOU ARE BIDDING.

II. TRANSITION OUT SHOULD INCLUDE:

1. REFER TO SECTION 25 OF THE STANDARD CONTRACT TERMS FOR TRANSITION OUT RESPONSIBILITIES.
2. KEYS AND KEY CARDS MUST BE RETURNED TO THE PROGRAM MANAGER OR DESIGNEE BY THE FINAL DATE OF SERVICE.
3. UNRETURNED, LOST, STOLEN, ETC., KEYS AND KEY CARDS SHALL REMAIN THE CONTRACTOR'S RESPONSIBILITY. THE COST TO REPLACE OR REKEY WILL BE DEDUCTED FROM FINAL INVOICE.
4. IN THE EVENT THE CONTRACTOR, OR ITS EMPLOYEE(S) CREATES THE NEED TO REPROGRAM THE BUILDING SECURITY, THE PRICE OF REPROGRAMMING WILL REMAIN THE CONTRACTOR'S RESPONSIBILITY AND WILL BE DEDUCTED FROM THE CONTRACTOR'S FINAL INVOICE.

BIDDER RESPONSE (EXPAND AREA AS NEEDED OR ATTACH AS PDF AND INCLUDE FILE NAME HERE):
PDF ATTACHED: "TRANSITION PLANNING AND UPDATES"

E. IMPLEMENTATION PLAN:

PROVIDE A COMPLETE DESCRIPTION OF HOW YOU INTEND TO ACCOMPLISH THE WORK DESCRIBED FOR THIS LOCATION:

- WHAT TASKS OR RESPONSIBILITIES WILL BE ASSIGNED TO EACH EMPLOYEE ON THIS PROJECT? (BE SPECIFIC AND INCLUDE NUMBER OF EMPLOYEES THAT POSSESS THE NECESSARY SKILLS REQUIRED TO PROVIDE JANITORIAL SERVICES AT THIS LOCATION.)

BIDDER RESPONSE: THE TEAM CLEANER WILL BE RESPONSIBLE FOR ALL TASKS ON THE SOW. INCLUDING BUT NOT LIMITED TO: VACUUMING AND FLOOR CLEANING, BATHROOM CLEANING, WINDOW CLEANING, DISINFECTING, ETC. THIS EMPLOYEE WILL BE THOROUGH AND HAVE ADEQUATE TRAINING TO PREPARE THEM FOR THE TASKS AT HAND.

- HOW MANY EMPLOYEES WILL BE ASSIGNED TO THIS LOCATION?

BIDDER RESPONSE: 1 EMPLOYEE WILL BE ASSIGNED TO THIS LOCATION.

- WHAT ARE THE PROPOSED MAN-HOURS FOR BOTH WORKERS AND SUPERVISORS?

BIDDER RESPONSE: THIS LOCATION WILL HAVE A TOTAL OF 1.25 HOURS OF CLEANING PER DAY BY TEAM CLEANERS. ACCOUNT MANAGER WILL BE AVAILABLE WHEN NEEDED.

F. CONTINGENCY PLAN:

- WHAT IS YOUR CONTINGENCY PLAN WHEN ASSIGNED STAFF CANNOT PROVIDE SERVICE?

BIDDER RESPONSE: WHEN TEAM CLEANERS CANNOT PROVIDE SERVICES - BACK-UP CLEANING SUPPORT WILL FILL-IN WHEN CLEANERS ARE ABSENT.

- WHAT IS YOUR CONTINGENCY PLAN TO DELIVER SERVICE DURING INCLEMENT WEATHER?

BIDDER RESPONSE: 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.

- DO SUPERVISORS ASSIST IN ASSIST WITH CLEANING TASKS, OR SUPERVISORY ONLY?

BIDDER RESPONSE: TEAM CLEANERS DO DAILY CLEANING TASKS, AND AREA MANAGER WILL PROVIDE SERVICES IF NEEDED.

G. ORGANIZATIONAL CHART

WHO IN YOUR ORGANIZATION WILL BE RESPONSIBLE FOR IMPLEMENTING THE SERVICES?

**BIDDER RESPONSE: TEAM CLEANERS – WILL BE HIRED UPON BID BEING AWARDED.
AREA MANAGER – JEREMY MACHER**

WHAT IS THEIR POSITION IN YOUR ORGANIZATION?

**BIDDER RESPONSE:
TEAM CLEANER
AREA MANAGER**

WHAT IS THEIR DECISION-MAKING AUTHORITY WHEN IMPLEMENTING THESE SERVICES?

**BIDDER RESPONSE:
THE MANAGER WILL BE IMPLEMENTING THE SERVICES BASED ON THE SOW, AND THE TEAM CLEANER WILL BE EXECUTING THE SERVICES DAILY. THE CLEANER DOES NOT HAVE DECISION MAKING AUTHORITY, ONLY THE KEY PERSONNEL DO.**

WHERE WILL THIS INDIVIDUAL BE LOCATED DURING THE TRANSITION, IMPLEMENTATION, AND MANAGEMENT PHASES OF THIS CONTRACT?

BIDDER RESPONSE: THIS EMPLOYEE WILL BE WALKING THE BUILDING WITH THE AREA MANAGER AND DOING BOTH HANDS ON TRAINING AND VIDEO TRAINING.

INCLUDE AN ORGANIZATIONAL CHART OR DIAGRAM THAT REFLECTS YOUR COMPANY STRUCTURE

**BIDDER RESPONSE:
PDF – “ORGANIZATIONAL CHART” ATTACHED**

PROVIDE AN EMPLOYEE ROSTER BY NAME AND JOB TITLE.

AREA MANAGER/OPERATIONS MANAGER: JEREMY MACHER

TEAM CLEANER: WILL ASSIGN ONCE THE ACCOUNT IS AWARDED.

TEAM CLEANER: WILL ASSIGN ONCE THE ACCOUNT IS AWARDED.

CLEARLY IDENTIFY THE ROLES AND RESPONSIBILITIES OF EACH EMPLOYEE AS WELL AS THEIR RESPONSIBILITIES.

AREA MANAGER/OPERATIONS MANAGER: JEREMY IS RESPONSIBLE FOR COMMUNICATING WITH THE FACILITIES MANAGER, DOING QUALITY CONTROL CHECKS, AND MANAGING THE TEAM CLEANERS.

TEAM CLEANER: THE TEAM CLEANER WILL CARRY OUT DAY TO DAY JANITORIAL SERVICES. THEY WILL BE RESPONSIBLE FOR COMPLETING THE TASKS LISTED ON THE SCOPE OF SERVICES.

IDENTIFY QUALIFICATIONS OF KEY PERSONNEL.

Brian Hogan, President

Jenison, MI

(616) 662-1623

bhogan@hitec-services.com

29+ years' experience in multiple facilities management

Overall responsibility for compliance with contract provisions

Responsible for periodic site visits to assure quality.

Jeremy Macher - Operations Manager

West Branch, MI

(989) 313-7004

JMacher@hitec-services.com

Over 3 years management experience in management.

He covers the Mid/Northern section of the lower Peninsula.

Active communication with the Facility Manager throughout the week

Extensive experience in managing multiple facilities

Employee disciplinary actions

Express Time recording program

Hazard Communication training

Personal Protection Equipment training

Blood Born Pathogen training

Active at the facility throughout the month

Responsible to assure ultimate cleanliness of the facility by communication either by site visit or phone call to

Contract Administrator

Responsible to assure compliance with contract specifications.

DESCRIBE THE EMPLOYEES OR POSITIONS RESPONSIBLE FOR THE DAY-TO-DAY DELIVERY OF SERVICES.

AREA MANAGER/OPERATIONS MANAGER: JEREMY IS RESPONSIBLE FOR COMMUNICATING WITH THE FACILITIES MANAGER, DOING QUALITY CONTROL CHECKS, AND MANAGING THE TEAM CLEANERS.

TEAM CLEANER: THE TEAM CLEANER WILL CARRY OUT DAY TO DAY JANITORIAL SERVICES. THEY WILL BE RESPONSIBLE FOR COMPLETING THE TASKS LISTED ON THE SCOPE OF SERVICES.

DESCRIBE EMPLOYEES SUPERVISORY ROLES, AND LIST THEIR SUBORDINATES.

THE MANAGER WILL BE IMPLEMENTING THE SERVICES BASED ON THE SOW, AND THE TEAM CLEANER WILL BE EXECUTING THE SERVICES DAILY. THE TEAM CLEANER IS THEIR SUBORDINATES.

DEFINE THEIR POSITIONS IN YOUR ORGANIZATIONAL STRUCTURE AND DEFINE THEIR DECISION-MAKING AUTHORITY AS IT RELATES TO THESE SERVICES.

THE MANAGER WILL BE IMPLEMENTING THE SERVICES BASED ON THE SOW, AND THE TEAM CLEANER WILL BE EXECUTING THE SERVICES DAILY. THE CLEANER DOES NOT HAVE DECISION MAKING AUTHORITY, ONLY THE KEY PERSONNEL DO.

INDICATE WHERE THESE PERSONNEL WILL BE PHYSICALLY LOCATED DURING THE CONTRACT.

THIS EMPLOYEE WILL BE WALKING THE BUILDING WITH THE AREA MANAGER AND DOING BOTH HANDS ON TRAINING AND VIDEO TRAINING.

SUBMIT A RESUME FOR ALL KEY PROJECT PERSONNEL (SUPERVISORS, ACCOUNT MANAGERS, ETC.) WHICH SHALL INCLUDE DETAILED, CHRONOLOGICAL WORK EXPERIENCE FOR KEY STAFF:

ATTACH AS A PDF AND ENTER FILE NAME HERE:

RESUME – JEREMY MACHER

H. QUALITY ASSURANCE PROGRAM

ATTACH AS A PDF: QUALITY ASSURANCE PROGRAMS

I. INCENTIVE PROGRAM INCLUDING ANY PERCENT DISCOUNTS, ETC.

WHEN INVOICES ARE PAID BY THE 10TH OF THE MONTH, A 1% DISCOUNT IS OFFERED.

SUB-Contractor Company Information

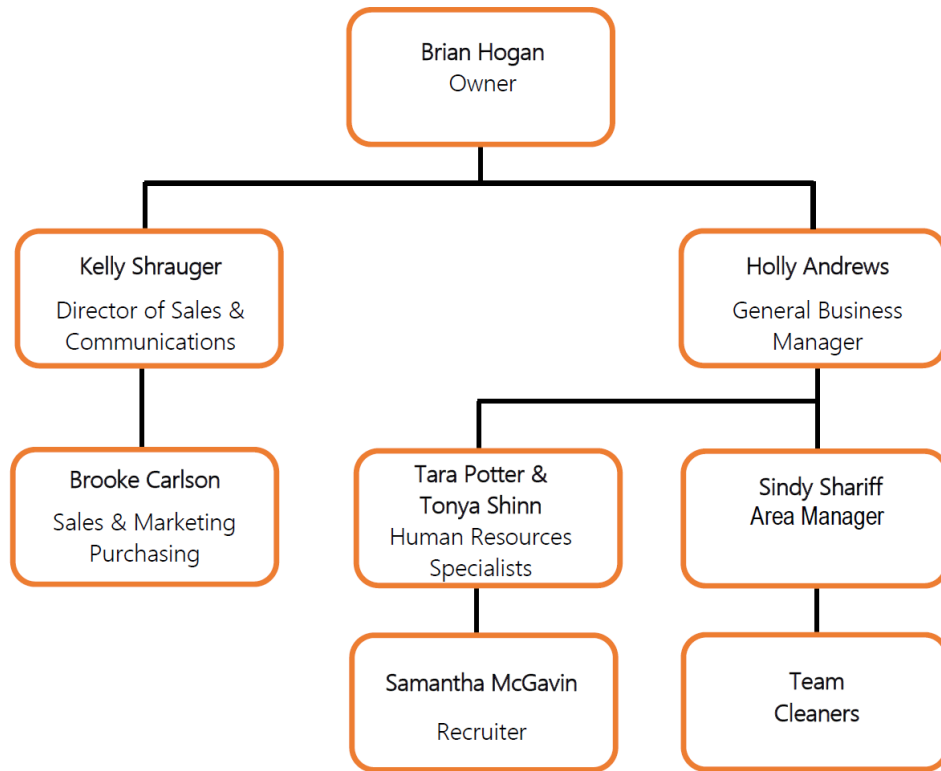
Utilizing Subcontractors? If subcontractors will be utilized, list all subcontractors in the table below. Include firm name, address, contact person, description of work to be subcontracted, and descriptive information concerning subcontractor's organization and abilities.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
--	---

Name, title, address, email, phone and fax numbers for Bidder's Sub-Contractor:	
SUBCONTRACTOR:	
Letter of acceptance Included with Proposal?	<input type="checkbox"/> YES <input type="checkbox"/> NO
OFFICE ADDRESS:	
CITY, STATE, ZIP:	
CONTACT NAME:	
PHONE NUMBER:	() -
FAX NUMBER:	() -
E-MAIL ADDRESS:	
SERVICES TO BE SUBCONTRACTED:	
Enter the Percent of the Total Contract Cost for Sub-Contractor Services:	

EQUIPMENT	USE	MAKE/ MODEL MANUFACTURER	APPROXIMATE AGE OF EQUIPMENT
1. Backpack Vacuum	High/Low Cleaning	ProTeam Super Coach Vac	New

CLEANERS AND SUPPLIES	USE	BRAND	
1. Puff Mop	Toilet Cleaning	Nichols	New
2. Scrub Brush Handle	Toilet Cleaning	Nichols	New
3. White Scrub Pads	Floor Cleaning	Nichols	New
4. Huck Towels	General Cleaning	Nichols	New
5. Trigger Sprayer	Applying Chemical	Nichols	New
6. Spray Bottle (32oz)	Applying Chemical	Nichols	New
7. Tile & Grout Brush	Scrubbing Tile/Grout	Nichols	New
8. Wavedust Duster Head	Hi/Low Dusting	Nichols	New
9. Wavedust Duster Handle	Hi/Low Dusting	Nichols	New
10. Brute Barrel (44Gal)	Carrying Supplies	Nichols	New
11. Brute Barrel Dolly	Carrying Brute Barrel	Nichols	New
12. Dust Pan	Sweeping	Nichols	New
13. Angle Sweep Broom	Sweeping	Nichols	New
14. Mop Handle	Mopping Floors	Nichols	New
15. Maid Caddy	Carrying Supplies	Nichols	New
16. Mop Bucket/Wringer	Mopping Floors	Nichols	New
17. Extension Cord	Cleaning Equipment	Nichols	New
18. Powder Free Gloves	Cleaning/Hand Protection	Nichols	New
19. String Mop Head	Mopping Floors	Nichols	New
20. Floor Sign	Wet Floor Caution	Nichols	New
21. Bloodborne Pathogen Kit	Medical Emergency Cleaning	Nichols	New
22. Saline Eyewash	Eyewash	Nichols	New
23. Safety Glasses	Eye Protection	Nichols	New
24. 10' Strip Washer	Window Cleaning	Nichols	New
25. Chewing Gum Remover	Removes Gum	Nichols	New

26. RJ8	Tile and Grout Cleaner	Nichols	New
27. Stainless Steel Cleaner	Stainless Steel Cleaner	Nichols	New
28. Sparcreme	Hard Surface Cleaner	Nichols	New
29. Sparcling	Toilet Bowl Cleaner	Nichols	New
30. Consume	Bacteria/Enzyme Deodorizer	Nichols	New
32. Glass Cleaner	Glass Cleaner	Nichols	New
33. Damp Mop	Floor Cleaner	Nichols	New
34. Green Solutions High Dilution Disinfectant	All purpose Disinfectant	Nichols	New
35. Citro Shield Furniture Polis	Furniture Polish/Dusting	Nichols	New
36. NABC	Bathroom Disinfectant	Nichols	New
37. Clean by Peroxy	Floor/Counter Cleaner	Nichols	New



Quality Assurance Programs

At Hi-Tec, quality assurance is of utmost importance. We understand that consistency and reliability in services performed are dependent upon an efficient and effective quality assurance program. This includes thorough training, proactive communication, key performance indicators and inspections.

Operations personnel go through extensive quality assurance training to provide daily, weekly and monthly control of cleanliness.

One of the key ingredients to a successful quality assurance program is communication. 24 hour phone service is provided to management personnel to ensure communication channels are open at all times.

Our evaluations are conducted on a cleanliness rating scale of 1 to 4 which determines whether a quality problem exists (see quality form). Quality control checklists will be completed on an on-going daily and weekly basis. This identifies problems immediately allowing them to be addressed appropriately.

Quality assurance visits are scheduled and unscheduled to review quality in the facilities and findings are reviewed to determine if a course of action needs to commence. This dual approach to quality allows us to eliminate most quality issues before they become problems. All quality reports will be maintained in our files as required during the term of the contract.

Hot Sheets

Hot sheets are a daily quality control report that the Site Supervisors execute during shift quality control checks. The Site Supervisors focus on items such as: high/low dusting, baseboard vacuum and cleaning, light switches, vents, kick plates, door handles, chair bases, trash cans, walls and floor care cleaning. This report is explained to the cleaner responsible for the area and directions given for completion the following day. Please see the example attached below.

HI-TEC HOT SHEETS

Date _____ **Area:** _____

Details: _____

Resolution: _____

Site Supervisor Operations Manager Pig Pen

How we measure quality performance:

Quality is measured directly from the quality checklists. Hi-Tec has defined quality as a clean, sanitary, visually pleasing environment. We ultimately seek to provide an environment where the public who visit the site know it is clean. We seek to match our quality expectations with expectations of the occupants of the facility.

Sample Quality Assurance Evaluation

Room/Areas:

Date: Time:

Inspected By: Score: Area Cleaning Standard Physical Condition

4	3	2	1	Comments
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Jeremy Macher

Hi-Tec Building Services
Area Manager

8/2019 to Present

Hi-Tec Building Services
Warehouse Manager

2/2017 to 8/2019

Grand Rapids Building Services
Account manager

7/2013 to 2/2017

Part III: Vendor's Price Quotation

BASIC JANITORIAL WAGES - Enter hourly PAY rate. Do not include taxes, insurance, etc.									
	Employees		Hours		Pay Rate		Days		Total
Daytime Cleaners		x		x		x	104	x	\$ -
Nighttime Cleaners	1	x	1	x	\$ 30.00	x	104	x	\$ 3,120.00
Supervisor Cleaning		x		x		x	104	x	\$ -
Supervisor Non-Cleaning		x		x		x	104	x	\$ -
Other		x		x		x	104	x	\$ -
BASIC ANNUAL JANITORIAL WAGES (A)									\$ 3,120.00
ANNUAL BUSINESS COSTS									
Annual Cost for Cleaning Supplies and Equipment									\$ 1,671.16
Wage Overhead - (A) Basic Annual Janitorial Wages x 19.26%									\$ 600.91
Overhead (Your cost to perform service at this location)									
Profit									\$ 1,747.93
TOTAL ANNUAL BUSINESS COST (B)									\$ 4,020.00
BASIC ANNUAL JANITORIAL WAGES (A)									\$ 3,120.00
(LINE 1 in SIGMA VSS Proposal) TOTAL ANNUAL JANITORIAL BASE RATE (C)									\$ 7,140.00
TOTAL MONTHLY INVOICE AMOUNT (C/12)									\$ 595.00
PERIODIC SERVICES									
			Annual - 1 Semi - 2 Quarterly - 4		Price per Service				Annual Price
Dust / Clean Baseboards			2	x	0	=	\$ -		
Dust Clean Window Blinds and Window Ledges			2	x	0	=	\$ -		
Vacuum / Spot Clean Fabric Upholstered Furniture			2	x	50	=	\$ 100.00		
Clean Air Bars and Vents			2	x	0	=	\$ -		
Carpet Cleaning - Full Contract Area			2	x	268	=	\$ 536.00		
Strip, Seal, Wax and Buff Hard Surface Floors			2	x	180	=	\$ 360.00		
Clean Windows Interior and Exterior of Building, inside and out			2	x	150	=	\$ 300.00		
(Line 2 in SIGMA VSS Proposal) TOTAL ANNUAL PERIODIC SERVICES (D)									\$ 1,296.00
TOTAL ANNUAL JANITORIAL BASE RATE (C)									\$ 7,140.00
TOTAL QUOTE FOR ONE YEAR									\$ 8,436.00
TOTAL QUOTE FOR CONTRACT									\$ 42,180.01
Additional / Emergency Services (hourly rate):									\$ 21.00