

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

May 15, 2009

CHANGE NOTICE NO. 2
OF
CONTRACT NO. 071B3001383
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Klean As A Whistle, Inc. 28175 Haggerty Road Novi, MI 48377 Kleanasawhistle1@sbcgobal.net	TELEPHONE: (248) 565-6080 Andrea Durhal
	VENDOR NUMBER/MAIL CODE
	BUYER: (517) 241-1218 Brandon Samuel
Contract Administrator: Loria Woodruff Janitorial Services – Department of Human Services – Grand River/Warren District Office	
CONTRACT PERIOD: From: August 1, 2003 To: March 31, 2010	
TERMS NET 30	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

Effective April 21, 2009, this Contract is hereby EXTENDED to March 31, 2010, and INCREASED by \$70,000.00. Also effective April 21, 2009, The DMB Buyer for this Contract is hereby CHANGED to:

Brandon Samuel
(517) 241-1218
Samuelb@michigan.gov

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per request of DHS, Vendor agreement (letter dated 3/25/09), Ad Board approval on 4/21/09, and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: **\$268,413.05**

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

December 19, 2007

CHANGE NOTICE NO. 1
OF
CONTRACT NO. 071B3001383
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Klean As A Whistle, Inc. 28175 Haggerty Road Novi, MI 48377 Kleanasawhistle1@sbcglobal.net	TELEPHONE: (248) 565-6080 Andrea Durhal
	VENDOR NUMBER/MAIL CODE
	BUYER: (517) 241-1218 Erica Busick
Contract Administrator: Loria Woodruff Janitorial Services – Department of Human Services – Grand River/Warren District Office	
CONTRACT PERIOD: From: August 1, 2003 To: March 31, 2009	
TERMS NET 30	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective January 1, 2008, this Contract is hereby EXTENDED through March 31, 2009.

Effective January 1, 2008, this Contract is hereby INCREASED by \$32,000.00.

Effective January 1, 2008, the following language is being ADDED to the Contract:

"The contractor must notify the CCI in writing at least two weeks in advance of the date that any periodic services will be performed. Contractor must receive approval of the date from the CCI before performing any periodic services. Failure to adhere to this requirement could delay payment for these services.

Effective January 1, 2008, the following specifications and pricing has been updated.
Please see attached LSS:

MAINTENANCE, REPAIR & OPERATIONS (MRO)

JANITORIAL SERVICES

PART I: LOCATION SPECIFICATIONS

PART III: VENDOR'S LOCATION PRICE QUOTE

Consideration for award is based on Work Plan, Price Quotation in accordance with the specifications, terms and conditions as stated within this solicitation. Janitorial contract awards are subject to the Sheltered Workshop Sections of P.A. 431 of 1984 (MCL 18.1293 – 18.1297). In order to receive further award consideration, a bidder's work plan and location pricing MUST indicate that you make a profit. Bids submitted indicating a loss will be considered non-responsive.

REVISED SPECIFICATIONS – EFFECTIVE 01/01/08

LOCATION SPECIFICATIONS

A. CONTRACT AND CCI INFORMATION

CONTRACT INFORMATION			
CURRENT BPO #:	071B3001383		
CURRENT CONTRACT START DATE:	8/1/03	CONTRACT END DATE:	8/1/08*
NUMBER OF YEARS / EXTENSION OPTIONS:	*8 month extension to 4/1/09		
CONTRACTING AGENCY NAME:	MICHIGAN DEPARTMENT OF HUMAN SERVICES		
COUNTY NAME:	WAYNE COUNTY GRAND RIVER/WARREN DISTRICT		
BUILDING ADDRESS:	5131 GRAND RIVER, DETROIT, MICHIGAN		
IS THIS LOCATION CURRENTLY ON CRO "SET ASIDE" STATUS?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
REGION and COUNTY:	Region: METRO County: WAYNE		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	MICHIGAN DEPARTMENT OF HUMAN SERVICES, PURCHASING		
PROCUREMENT OFFICE CONTACT NAME:	Miriam Elias-Norris, CPPB	CONTACT TELEPHONE #:	517-335-6254
PROCUREMENT OFFICE CONTACT E-MAIL:	Elias-NorrisM @Michigan.gov	CONTACT FACSIMILE #:	517-335-6251
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	JACKIE HAGGEN	CONTACT TELEPHONE #:	313-361-7511
CCI / FM CONTACT E-MAIL:	HAGGENJ@Michigan.gov	CONTACT FACSIMILE #:	313-361-7525

B. BUILDING SPECIFICATION INFORMATION

BUILDING LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	M/T/W/TH/F	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	7AM-6PM
NUMBER OF EMPLOYEES:	160	APPROXIMATE DAILY VISITORS:	500
IDENTIFY DAYS OF CLEANING SERVICE:	M/T/W/TH/F	IDENTIFY HOURS OF CLEANING SERVICE:	As determined by CCI between 5:30 pm and 8:30 pm
TOTAL BUILDING SQ. FT. TO BE CLEANED:	21,976	NUMBER OF STORIES IN BUILDING:	1
TOTAL SQ. FT. OF "FULL CONTRACT" CARPET TO BE CLEANED (INCLUDES HIGH TRAFFIC):	17956	AREA(S): CUBICLES, OFFICES, AISLES, CONFERENCE ROOMS, INTAKE AREA	
TOTAL SQ. FT. OF "HIGH TRAFFIC" CARPET AREA(S) TO BE CLEANED :	5,249	AREA(S): AISLES, CONFERENCE ROOMS, INTAKE AREA	
TOTAL SQ. FT. OF VINYL TO BE CLEANED:	943	AREA(S): KITCHEN, STOCKROOM	
TOTAL SQ. FT. OF CERAMIC/QUARRY TO BE CLEANED:	3,077	AREA(S): Lobby, Entrances, Intake Area Entrance, Restrooms	
TOTAL SQ. FT. OF CEMENT TO BE CLEANED:	NA	AREA(S):	
TOTAL SQ. FT. OF TERRAZO TO BE CLEANED:	NA	AREA(S):	
TOTAL SQ. FT. OF RUBBER TO BE CLEANED:	370	AREA(S): CHILDREN'S ROOM	
NUMBER OF RESTROOMS IN BUILDING:	7	NUMBER OF TOTAL UNITS FOR BUILDING RESTROOM(S): 39 NOTE, INCLUDES: URINALS, TOILETS, SINKS, BABY-CHANGING STATIONS.	

<p>Is window cleaning to be included on this contract?</p> <p>Note: Specify if Interior (inside building) and / or Exterior (perimeter of building) and Number of Floors – typically 1st Floor for Exterior.</p>	<p>No</p>
<p>Does location have child play area(s), gymnasium, locker room, etc? If so, please identify along with cleaning standard.</p>	<p>CHILD PLAY AREA – RUBBER – AS STATED IN LSS</p>
<p>What is the RECOMMENDED Level of Insurance Risk for this Contract? [EXAMPLE: LOW, MODERATE OR HIGH] NOTE: DMB-OAS & AGENCY to determine</p>	<p>LOW</p>
<p>ADDITIONAL INFORMATION: (Note additional building information, including, but not limited to, particular security requirements {keys, etc.} or known building environmental issues that Bidder should be aware of in performing janitorial services for this location):</p> <ul style="list-style-type: none"> ▪ Please notify Contract Compliance Inspector at least a week prior to the carpet cleaning so that office staff can be notified of the event and to make arrangements to have their office floors free of any miscellaneous items. ▪ Square footage of full contract carpet area includes the high traffic carpet area. 	

**C. DESCRIPTION OF SERVICE NEEDS
TASK AND FREQUENCIES**

SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; 248 times per year)	Weekly (Once per week; 52 times per year)	Monthly (Once per month; 12 times per year)	Quarterly (Once per Quarter; 4 times per year)	Semi- Annual (2 times per year)	Annual (Once Per Year)
BASIC SERVICES				N/A	N/A	N/A
1. General Office Cleaning (includes all areas listed under Building Location Information except restrooms)						
a. Vacuum all carpeted floors including corners, and underneath partitions. Remove spots/stains from carpet.	1x day					
b. Empty waste receptacles. Replace liners when torn or soiled.	1x day					
c. Wash or damp wipe, inside and outside, all waste receptacles presenting a soiled or odorous condition.	1x day					
d. Dust mop vinyl tile floors in kitchen/lunchroom (416 sq. ft.). Damp mop all spills.	1x day					
e. Clean and disinfect the padded rubber floor in the Children's room by damp mopping with a mild non-corrosive cleaner or detergent	1x day					
f. Remove all mats and runners and clean floor area underneath. Clean all mats and runners by best means. Replace all mats and runners	1x day					
g. Clean and disinfect drinking fountains	1x day					
h. Clean and polish all entrance glass.	1x day					
i. Sweep and damp mop all quarry tile floors in the lobby, intake area and entrances (1,979 sq. ft) using mild non-corrosive cleaner or detergent. Move all lobby chairs, clean floor area underneath and replace chairs in proper place	1x day					
j. Dust high and low, including clocks, all surfaces on which dust gathers.		1x wkly				
k. Clean all <u>cleared</u> desk and counter top areas with approved desk/counter cleaner.		1x wkly				
l. Remove all cobwebs, clean baseboards		1x wkly				
l. Clean, spray wax and buff all vinyl tile floors		1x wkly				
m. Thoroughly clean and scrub by agitation (with hand brush or mechanical machine) all quarry tile floors in the lobby, intake area and entrances. (1,979 sq. ft.)		1x wkly				
n. Clean all lobby furniture. Thoroughly wash all children's furniture.		1x wkly				
o. Spot clean walls, doors, etc, removing all cobwebs, finger prints, smears and stains.			1x mo			

SERVICES	FREQUENCY					
	Daily (Each time scheduled to clean; 248 times per year)	Weekly (Once per week; 52 times per year)	Monthly (Once per month; 12 times per year)	Quarterly (Once per Quarter; 4 times per year)	Semi- Annual (2 times per year)	Annual (Once Per Year)
p.. Clean partition glass			1x mo			
q. Vacuum exposed air bars and heating outlets			1x mo			
2. Restrooms						
a. Clean and sanitize all units. Clean pipes beneath all sinks.	1x day					
b. Clean mirrors and counters and polish chrome.	1x day					
c. Refill dispensers. ** See Replenishable Supplies.	1x day					
d. Empty and disinfect all sanitary napkin receptacles.	1x day					
e. Sweep and damp mop floors with a germicidal solution paying special attention around wash bowls, toilets and urinals. Damp mops used in restroom are not to be used for non-restroom areas.	1x day					
e. Empty waste receptacles.	1x day					
e. Clean switch, door and kick plates.	1x day					
h. Clean and sanitize wall hand dryers.	1x day					
i. Maintain floor drain(s)/traps free of odors	1x day					
j. Thoroughly clean, scrub by agitation (with hand brush or mechanical machine) and disinfect ceramic tile floors, with special attention to grouting, corners of floor, baseboards and stalls		1x wkly				
k. Dust radiators, grills, ledges, etc		1x wkly				
l. Clean and disinfect wall around toilets and urinals, stall and entry doors, and partitions between toilets, urinals and sinks. Also perform any obvious spot cleaning.		1x wkly				
m. Wash with germicidal solution entrance doorways, ledges, etc.			1x mo			

PERIODIC SERVICES	N/A	N/A	N/A			
1. General						
a. Vacuum clean air diffusers						1X/yr
b. Clean light fixture lenses						1x/yr
1. Intensive Floor Care						
a. Strip, seal, wax and buff vinyl tile floors: KITCHEN ONLY					2X/yr	
a. Clean carpets by hot water extraction at a temperature that will kill and eliminate bacteria: Full contract area					2X/yr	
a. Clean carpet by hot water extraction at a temperature that will kill and eliminate bacteria in high traffic areas						1X/yr

NOTES AND ADDITIONAL INFORMATION

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

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

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

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

**Part III of Technical Proposal
PRICE QUOTATION**

MICHIGAN DEPARTMENT OF HUMAN SERVICES

WAYNE COUNTY – GRAND RIVER/WARREN DISTRICT, 5131 Grand River, Detroit, Michigan 48208

Square Foot of Area to be cleaned: 21,976 sq. ft.

TOTAL AVERAGE cost per square foot per month: \$

TOTAL AVERAGE cost per square foot per year: \$

A. TOTAL COSTS – DECEMBER 1, 2007 TO APRIL 1, 2009

TOTAL QUOTE FOR ONE YEAR:	\$37,498.24
TOTAL QUOTE FOR SIXTEEN (16) MONTHS:	\$49,997.65

B. SERVICES COSTS

BASIC JANITORIAL SERVICES

DESCRIPTION	ANNUAL ESTIMATED VOLUME OF SERVICES	MONTHLY PRICE for SERVICE	MONTHLY PRICE for EQUIPMENT & SUPPLIES	TOTAL ANNUAL PRICE
Janitorial Services (Includes daily, weekly, and monthly services)	12 (bill monthly for all BASIC Janitorial Services)	\$2,700.00	Included	\$32,400.00
SUBTOTALS:		\$2,700.00	Included	\$32,400.00

SEMI-ANNUAL SERVICES (two times per year)

DESCRIPTION	ANNUAL ESTIMATED VOLUME	PRICE PER SERVICE	PRICE for EQUIPMENT & SUPPLIES	TOTAL ANNUAL PRICE
1. Carpet Cleaning: Full contract area	02	\$2,014.12	Included	\$4,028.24
2. Strip, seal, wax and buff vinyl tile floors: KITCHEN ONLY	02	\$250.00	Included	\$500.00
SUBTOTALS:		\$2,264.12	Included	\$4,528.24

ANNUAL SERVICES (once per year)

DESCRIPTION	ANNUAL ESTIMATED VOLUME OF SERVICES	PRICE PER SERVICE	PRICE for EQUIPMENT & SUPPLIES	TOTAL ANNUAL PRICE
1. Carpet Cleaning: High traffic area	01	\$400.00	Included	\$400.00
2. Clean light fixture lenses.	01	\$85.00	Included	\$85.00
3. Clean air diffusers.	01	\$85.00	Included	\$85.00
SUBTOTALS:		\$570.00	Included	\$570.00

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

DESCRIPTION	ANNUAL ESTIMATED VOLUME OF SERVICES	PRICE PER SERVICE	PRICE for EQUIPMENT & SUPPLIES	TOTAL ANNUAL PRICE
Emergency Services (Includes cleaning services for emergency situations such as restrooms overflow, etc.)	0	\$ 100.00	\$?	\$100.00
Miscellaneous facility maintenance services (Includes light maintenance such as hanging paper towel dispensers or hanging storage shelves) – <i>price quoted should be hourly</i>	NOT APPLICABLE TO DHS LOCATIONS			
SUBTOTALS:		\$ 100.00	\$?	\$ 100.00

All other terms, conditions, and specifications remain the same.

AUTHORITY/REASON:

Per agency request (PRF submitted on 10/24/07), vendor agreement letter dated 11/06/07, and Ad Board approval on 12/18/07.

TOTAL INCREASE: \$32,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$198,413.05

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

August 11, 2003

NOTICE
OF
CONTRACT NO. 071B3001383
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR KLEAN AS A WHISTLE INC. 25719 Catalina Dr. Southfield, MI 48075 email: kleanasawhistle@msn.com	TELEPHONE: (313) 516-8584 (cell) Andrea Durhal
	VENDOR NUMBER/MAIL CODE
	BUYER: (517) 241-1218 Andre' K. Morrow, C.P.M., CPPB
Contract Administrator: Jackie Haggen Janitorial Services – Family Independence Agency – Wayne County, Grand River/Warren	
CONTRACT PERIOD: From: August 1, 2003 To: August 1, 2008	
TERMS NET 30	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

The terms and conditions of this Contract are those of ITB #071I3000131, this Contract Agreement and the vendor's quote dated May 7, 2003. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$ 166,413.05

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B3001383
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR KLEAN AS A WHISTLE INC. 25719 Catalina Dr. Southfield, MI 48075 email: kleanasawhistle@msn.com	TELEPHONE: (313) 516-8584 (cell) Andrea Durhal
	VENDOR NUMBER/MAIL CODE
	BUYER: (517) 241-1218 Andre' K. Morrow, C.P.M., CPPB
Contract Administrator: Jackie Haggen Janitorial Services – Family Independence Agency – Wayne County, Grand River/Warren	
CONTRACT PERIOD: From: August 1, 2003 To: August 1, 2008	
TERMS NET 30	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #071I3000131, this Contract Agreement and the vendor's quote dated May 7, 2003. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.	
Estimated Contract Value: \$ 166,413.05	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I3000131. Orders for delivery of equipment will be issued directly by the Department of Family Independence Agency through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:

Klean As A Whistle, Inc.
Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

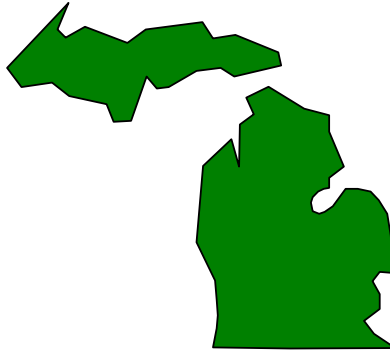
Date

FOR THE STATE:

Signature
Andre' K. Morrow, C.P.M., CPPB
Name

Tactical Purchasing, Acquisition Services
Title

Date



CONTRACT NO. 071B3001383

FOR

JANITORIAL SERVICES

FOR

THE MICHIGAN FAMILY INDEPENDENCE AGENCY,

GRAND RIVER/WARREN

WAYNE COUNTY OFFICE

5131 GRAND RIVER, DETROIT, MI 48208

BETWEEN

THE

STATE OF MICHIGAN

DEPARTMENT OF MANAGEMENT AND BUDGET

ACQUISITION SERVICES

AND

KLEAN AS A WHISTLE, INC.

25719 CATALINA DR.

SOUTHFIELD, MI 48075

Vendors ID # 238-3480318

EFFECTIVE:

8/01/03 THROUGH 8/01/08

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SECTION I - GENERAL CONTRACT PROVISIONS

I-A GENERAL

This Contract is for **Janitorial Services for the State of Michigan, Family Independence Agency, Grand River/Warren Office, Detroit, MI**. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form. Bids are due and will be publicly identified at the time noted on the Invitation To Bid (ITB) Form.

The Contract(s) awarded from this solicitation will be a Unit Price Contract.

I-B ISSUING OFFICE

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the **Michigan Family Independence Agency** hereinafter known as **Michigan Family Independence Agency (FIA)**. Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the **SOLE POINT OF CONTACT** throughout the procurement process. All communications covering this procurement must be addressed to:

Department of Management and Budget
Acquisition Services
Attn: Andre' K. Morrow, C.P.M.
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 241-1218
morrowa@michigan.gov

I-C CONTRACT ADMINISTRATOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services. The Contract Administrator for this project is:

Michigan Family Independence Agency: Jackie Haggan, (313) 361-7511

I-D CONTRACT TERM

The term of this Contract will be for a five (5) year period and will commence with the issuance of a Contract. This will be approximately **August 1, 2003** through **August 1, 2008**. At the sole option of the State, the Contract may be extended for up to 2 (two) additional years. Contractor performance, quality of products, price, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to extend the Contract.

I-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

The following documents constitute the complete and exclusive agreement between the parties. The following order of precedence shall apply (in descending order):

- A. Any contract resulting from the State's ITB No. **071i3000131**.
- B. Any addenda to that ITB.
- C. The Contractor's response to that ITB.

The State of Michigan shall not be bound by any part(s) of the bidder's response to the ITB which contains information, options, conditions, terms, or prices neither requested nor required in the ITB. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the Contractor, those of the State take precedence. The contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

I-F NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

I-G REVISIONS, CONSENTS, AND APPROVALS

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

I-H SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

I-I SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

I-J GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

I-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

I-L HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

I-M INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

I-N NEWS RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the ITB and Contract are to be released without prior written approval of the State and then only to persons designated.

I-O CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

I-P PERFORMANCE REVIEWS

Acquisition Services in conjunction with the *Michigan Family Independence Agency* may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

I-Q AUDIT OF CONTRACT COMPLIANCE

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

I-R SAFETY AND ACCIDENT PREVENTION

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of the Contract subject to the cancellation provisions contained herein.

I-S WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.state.mi.us/mdcs/Regindx.

I-T ASSIGNMENT

The Contractor shall not have the right to assign the Contract or to assign or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

I-U DELEGATION

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

I-V DISCLOSURE

All information in a bidder's proposal and the Contract is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

I-W TAXES

- A. Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.
- B. Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.
- C. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract. Also, bidders shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

I-X PRICE ADJUSTMENTS

Prices quoted are the maximum for a period of **365 days** from the date the Contract becomes effective.

Prices are subject to change at the end of each 365 day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365 day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

I-Y ADDITIONAL PRODUCTS/SERVICES

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

I-Z CONTRACTOR'S LIABILITY INSURANCE

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

The Contractor is required to provide the type and amount of insurance checked (☒) below:

- ☒ 1. Commercial General Liability with the following minimum coverages:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations
\$2,000,000 Products/Completed Operations Aggregate Limit
\$1,000,000 Personal & Advertising Injury Limit
\$1,000,000 Each Occurrence Limit
\$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

- ☒ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

- ☒ 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- ☐ 4. For contracts providing temporary staff personnel to the State, the Contractor shall provide an Alternate Employer Endorsement with minimum coverage of \$1,000,000.

- ☒ 5. Employers liability insurance with the following minimum limits:

\$100,000 each accident
\$100,000 each employee by disease
\$500,000 aggregate disease

I-AA INDEMNIFICATION

A. General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

B. Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is

enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the 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.

C. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

I-BB CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

I-CC ACCOUNTING RECORDS

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

I-DD NON-DISCRIMINATION CLAUSE

In the performance of a Contract or purchase order, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

I-EE CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963, and Chapter 7 of the Civil Service Rules. Notwithstanding any other provision of this Contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for personal services if the Director determines that the Contract of the disbursements under the Contract violate Article 11, Section 5 of the Constitution or violate applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

I-FF NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

I-GG ELECTRONIC FUNDS TRANSFER

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically (www.state.mi.us/dmb/ofm/).

I-HH MODIFICATION OF CONTRACT

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

I-II UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

I-JJ FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

I-KK CONTRACT PAYMENT SCHEDULE

The specific payment schedule for the Contract(s) will be mutually agreed upon by the State and the Contractor(s). The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

I-LL PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Acquisition Services has approved a change.

I-MM RECYCLED CONTAINERS

Bidders are encouraged to offer products packaged in containers using recovered materials suitable for the intended use. 'Recovered material' is defined as post-consumer waste (any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition) and 'secondary waste' (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).

I-NN RIGHT TO KNOW ACT (Act 80 of 1986)

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances in the workplace. To comply with this act, it is necessary that you fulfill the following:

Labels on all incoming containers of hazardous chemicals must (1) clearly State the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

Material Safety Data Sheets must be included with shipment of chemical or hazardous material to the receiving State agency. It is necessary to send this document only on the first shipment for each chemical formulation or hazardous material ordered by a specific agency except when there has been a change in the formulation of the specified chemical or hazardous material, in which case, a revised material safety data sheet shall accompany the first shipment of the changed formulation. It is the responsibility of the shipping vendor to maintain this record. The receiving agency will not accept first shipment unless the above is complied with. It is recommended that OSHA Material Safety Data Sheet No. 174 be used.

I-OO ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

SECTION II – SCOPE OF WORK & SPECIFICATIONS

SCOPE OF WORK

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the janitorial (housekeeping) services as described in the specifications detailed herein. The required result is to maintain the facility(s) in such a manner as to provide a clean, healthy and safe work environment for occupants of state owned or lease office building(s).

The specifications contained in this document have been developed to establish the minimum level of janitorial (housekeeping) services required operated by the Michigan Family Independence Agency.

1. TRAINING AND DEVELOPMENT

- a) Provide a complete description of your firm's Training and Development Plan. Include the training provided to your employees and supervisors prior to placing them on the job site. Also indicate, any on-going training provided to your employees and supervisors.
- b) Provide a list of training materials, classes or sources. Be specific.

Contractor shall employ personnel capable of fulfilling the requirements of this contract and shall provide a training and development plan for contractor personnel. The plan shall include the following:

1. Qualifications of instructors, supervisors and/or job coaches responsible for training and development.
2. Task analysis identifying knowledge and skills required for each custodial/janitorial activity.
3. Training objectives and methods of verifying competency of all contractor personnel.

The contractor shall submit a Training and Development Plan with the proposal (needs to be included with bid document). The plan must be acceptable to the State. The contractor shall not begin work under this contract until the Training and Development Plan, incorporating any changes required, has been approved by the State. The contractor shall maintain and update the plan annually and within 30 days of the start of any extension.

For clarification purposes, the Contractor's Training and Development Plan shall be considered as work or service and shall be subject to acceptance throughout the term of the contract, to include any extensions of contract term. The contractor shall notify the Contract Administrator in writing of any proposed change to the Contractor's Training and Development Plan. No change will be implemented prior to review and approval by the State Contract Administrator.

The Contractor must allow janitorial staff to participate in special training programs which may be offered by the agency during normal working hours. The Contractor will be responsible for any wages due the contractor's employee during such time.

2. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION

Contractor is to provide a complete description of your health, safety and environmental protection program. If you do not have a health, safety and environmental protection program, provide a summary of how you inform your employees about safety, etc.

The Contractor shall conform to all applicable Federal, State and local laws, and to the requirements of this contract. In performing work under this contract at State of Michigan facilities, the contractor shall:

Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of visitors, contractor personnel, and State personnel performing or in any way coming into contact with the performance of this contract;

Take all reasonable precautions to prevent the release of hazardous chemicals into the environment; and

Take such additional precautions as the Contract Administrator may reasonably require for health, safety, and environmental protection.

Any violation of these health, safety, and environmental rules and regulations, unless promptly corrected as directed by the Contract Administrator, shall be grounds for termination of this contract in accordance with the Default Clause of this contract.

- a. Damage Reports. In all instances where State property or equipment is damaged, the Contractor shall submit to the Contract Administrator a full report of the facts and extent of such damage--verbally within one hour, and in writing within 24 hours of the occurrence.
- b. Accident Reports. 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. The Contractor shall provide a verbal report to the Contract Administrator within one hour of occurrence and a written follow-up report to the Contract Administrator within 24 hours of occurrence.
- c. Chemical Spills. The Contractor shall provide a plan addressing incidental and emergency spills of any chemicals brought on-site.
- d. Hazard Communications. Contractor must maintain two, update Material Safety Data Sheet (MSDS) files on-site; one placed in Contract Administrator's office and the second in the contractors office or Janitors Closet. Refer to Section I-JJ - Right to Know (Act 80 of 1986) of this contract.

3. QUALITY ASSURANCE PLAN

The Contractor shall submit a Quality Assurance Plan with the proposal. The plan must be acceptable to the State. The Contractor shall not begin work under this contract until the Quality Assurance Plan, incorporating any changes required has been approved by Acquisition Services. The Contractor shall maintain and update the plan annually and within 30 days of the start of any extension. The Contractor's Quality Assurance Plan shall include: (1) the names and qualifications of individuals performing inspections and the extent of their authority; (2) methods of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable, with descriptions of sampling techniques; (3) methods of documenting and enforcing quality assurance operation, including inspections and testing; (4) the format for the Contractor's Quality Assurance Report; and (5) method of control site keys and locks.

- a. Quality Assurance Files. A file of all quality assurance inspections, inspection results, and any corrective action required and/or performed, shall be maintained by the Contractor throughout the term of the contract. This file shall be the property of the State and be made available upon request to the Contract Administrator within ten days after completion or prior to termination of the contract. Final payment may be withheld pending receipt of quality assurance files.
- b. Quality Assurance Reports. The Contractor shall submit to the Contract Administrator by close of business the fifth working day of each month, a Quality Assurance Report listing the results of the previous month's Quality Assurance Inspections.
- c. Acceptability. For purposes of acceptance, the Contractor's Quality Assurance Plan will be considered as work of service and shall be subject to acceptance throughout the term of the contract, to include any extensions of contract term. The Contractor shall notify the Facility Manager in writing of any proposed change to the Contractor's Quality Assurance Plan. No change will be implemented prior to review and approval by the Facility Manager.

Also, describe your firm's customer service program. Give examples of how complaints would be handled and resolved.

4. EQUIPMENT AND SUPPLIES

- a) Contractor is to provide a list of the types of equipment, manufacturer, model number and age of the equipment you plan to utilize for this project. Also, explain your equipment maintenance plan. Do you own or rent your janitorial equipment?
- b) Contractor is to provide a list of the proposed janitorial cleaning supplies that will be utilized for this project. Also include manufacturer's name and proposed annual estimated quantities.

The Contractor must furnish all equipment and supplies, other than toilet paper, paper hand towels and ice melting products.

The Contractor must utilize cleaning equipment that meets with the approval of the State Agency Contract Administrator. The use of any powdered scouring cleansers is expressly prohibited. A complete listing of equipment and products to be used shall be submitted to the Contract Administrator within 60 days after award of CONTRACT.

The Contractor must furnish all power equipment such as floor machines, vacuum systems, carpet cleaning systems, etc. and all other equipment.

All equipment used in office areas must not exceed the noise level of 68 decibels at 5 feet, which will be less disruptive to office workers.

The Contractor must supply all cleaners, finishes, etc. for the treatment of various types of flooring and/or carpeting. Use only such materials as are recommended and approved by the Contract Administrator or his designee and the flooring manufacturer.

The Contractor's prime responsibility is to protect owner's property at all times and to use only such materials and treatments as will enhance the appearance of buildings and protect surfaces such as flooring.

The State will furnish an area, when necessary, for storage of the Contractor's equipment and supplies. The Contractor will be held solely responsible for all items stored on State premises.

The contractor will be required to submit a complete list by brand names and product number of all supplies to be used in fulfilling this contract and a Materials Safety Data Sheet (MSDS) prior to starting any work. Right is reserved by State to accept or reject these items. An acceptable substitute must be immediately furnished for any rejected item.

JANITORIAL SPECIFICATIONS

Location: **MICHIGAN FAMILY INDEPENDENCE AGENCY**
WAYNE COUNTY – GRAND RIVER/WARREN DISTRICT
5131 & 5133 Grand River
Detroit, MI 48208
Contract Administrator: Jackie Haggen (313) 361-7511

Area to be cleaned:

Location 1 – 5131 Grand River: 19,674 Total Sq. Ft.

15,514 sq. ft. carpeted

4,160 sq. ft. non-carpeted includes:

943 sq. ft. vinyl tile (stockroom, janitorial closet, kitchen)

370 sq. ft. rubber tile (children's room)

2,847 sq. ft. ceramic/quarry tile (lobby, entrances, intake area, restrooms)

154 Work Stations (employees)

Location 2 – 5133 Grand River: 2,785 Total Sq. Ft.

1,982 sq. ft. carpeted

803 sq. ft. non-carpeted includes:

573 sq. ft. vinyl tile (lobby, janitorial closet, kitchen, entrances)

230 sq. ft. ceramic tile (restrooms)

11 Work Stations (employees)

Total area to be cleaned, Location 1 and 2: 22,459 Total Sq. Ft.

17,496 sq. ft. carpeted

4,963 sq. ft. non-carpeted

165 Work Stations

Services at all Work Sites are to be performed 5 days/week (Monday through Friday) or as prior approved by Contract Administrator.

A. TASK DEFINITIONS

The following definitions outline minimum acceptable standards for the activity to be performed.

1. Vacuum Carpet and Spot Cleaning

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

2. Dust Mop

Thoroughly dust mops all non-carpeted areas. Move and dust mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items

moved. Dust mops must be treated with water based dust control chemical. Place dust and dirt into plastic trash bag, tie off and remove to Dumpster.

3. Damp Mop

Thoroughly damp mop all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free.

4. Sweeping and Damp Mopping

Dust mopping must be performed with a treated mop. After sweeping and damp mopping operation, all floors must be clean and free from strings, bristles and dirt streaks. Leave no dirt in corners, behind radiators, under furniture, behind doors, on stairs or landings. Leave no dirt where sweepings were picked up. Leave no dirt, trash, or foreign matter under desks, tables or chairs.

5. Wet Mopping and Scrubbing

The floors must be properly prepared, thoroughly swept to remove visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces. Upon completion of the wet mopping or scrubbing, the floor must be clean and free of dirt, water streaks, mop marks, strings; properly rinsed and dry mopped to present an overall appearance of cleanliness. All surfaces must be dry and corners and cracks clean after the wet mopping or scrubbing. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or window sills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.

6. Wet Mopping

At the stated frequencies, floors must be damp mopped and buffed between regular waxing operations. Prepare the floor by sweeping to remove all visible dirt and debris. The floor area will then be damp mopped and machine buffed to a polished appearance with a high speed buffer.

7. Damp Wiping

This task consists of using a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then drying to provide a polished appearance.

- a. The wetting solution must contain an appropriate cleaning agent.
- b. When damp wiping in toilet areas, use a multi-purpose disinfectant/deodorizer.

8. Stripping and Sealing

- a. Completely remove all dirt, wax and other foreign substances in returning the floor to its original surface.
- b. Apply a thin coat of sealer with caution to prevent streaking or bleaching of floor surface. This application in preparation for waxing must be according to manufacturer's recommendations. The stripper, sealer and wax products used must be compatible for this activity, and wax must be a minimum of 25% solids.

9. Waxing and Buffing

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

10. Wet Mopping and Buffing

At the stated frequencies, floors must be damp mopped and buffed between regular waxing operations. Prepare the floor by sweeping to remove all visible dirt and debris. The floor area will then be damp mopped and machine buffed to a polished appearance with a high speed buffer.

11. Empty Waste Receptacles

Empty all containers that are provided for the disposal of waste i.e., waste baskets, torpedo type containers, sanitary napkin disposal bins, boxes, etc. into plastic bags, tie off and remove to dumpster. Dispose of items in waste containers only unless clearly marked for disposal. When in doubt does not remove. Liners must be used in all waste receptacles and must be changed as needed and no less than once per month. Waste containers in restrooms, break rooms, lunchrooms and conference rooms must be inspected daily and changed as needed.

12. Restroom Cleaning

a. Close Restroom

When the Contract Administrator requests restroom cleaning during the day, an approved sign must be placed at the entrance warning tenants that the restroom is closed. A schedule for closing restrooms must be established with the Facility Manager in advance. The Facility Manager prior to any changes made must approve any changes in this schedule.

b. Fill Dispensers

Dispensers of all types must be checked daily and filled when necessary (soap, toilet tissue, paper towels, sanitary napkin, etc.). All public restrooms have electric hand dryers. The Facility Manager will identify the few private restrooms where paper towels are used.

c. Dusting

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

d. Disinfect

Clean and disinfect waste receptacles and dispensers inside and outside. Use proper chemicals for surface to be cleaned at proper dilution. After item has been cleaned completely, wipe item with approved *disinfectant solution and allow to air dry.

e. Clean and Disinfect Sinks

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

f. Clean Glass and Mirrors

Thoroughly clean all glass and mirrors using an approved alcohol based glass cleaner. Use a soft, clean cloth. Dry completely. Surface should be streak, smear, and smudge free. Make sure attached frames, edges, and shelves are also cleaned and dried as well as the glass surface. Squeegee may be used as needed.

g. Clean and Disinfect Toilets and Urinals

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

h. Clean and Disinfect Walls, Doors, Partitions and Handrails

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

i. Damp Mop - *Disinfectant

Thoroughly damp mops all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free. Thoroughly damp mop floor with approved *disinfectant solution. Allow to air dry.

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

j. Clean and disinfect Showers, shower walls and stalls (as applicable)

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

k. Service Restroom

Visually check - dispensers must be filled, trash removed and restrooms spot cleaned as needed and as requested by the Facility Manager.

13. Remove Carpet Runners (as applicable)

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

14. Replace Carpet Runners (as applicable)

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

15. Clean and Disinfect Drinking Fountains

Thoroughly clean entire exterior surface with approved cream cleanser. The grain of the stainless steel must be followed at all times. Rinse thoroughly as all cream cleanser must be removed. Wipe entire surface with approved disinfectant solution.

a. Wipe Dry

Use a clean, soft cloth and wipe item dry. The grain of the stainless steel must be followed.

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

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

17. Cleaning, High Traffic Areas

High traffic area is any area that would receive heavy traffic and that would require cleaning as specified. Areas would include: corridors, lobbies, waiting areas, conference rooms, or any area so designated by the Contract Administrator.

18. Carpet Extracting

Perform vacuuming, and shampooing with commercial grade equipment only.

All carpeting, including carpet runners, must be thoroughly cleaned as follows:

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

- d. All stains must be removed during the extraction process, using approved chemicals. Great care must be taken to completely remove stain removal chemicals from carpet fiber.
- e. Thoroughly spray all thoroughly cleaned carpet with approved carpet fiber protector at approved dilution. Application must be made with approved sprayer. Carpet track off mats and runners such as those found in building lobby areas, are exempt for this process.
- f. Replace all items removed for cleaning. All items moved back into place that have metal of any type that come in contact with carpeting must be wood blocked or tabbed to keep the metal off the carpet fiber until thoroughly dry. All blocks or tabs should be removed during the next scheduled regular area cleaning, provided the carpet is thoroughly dry. This could take more than one day.

19. Spray Buff Hard Floors

Hard floor must be properly prepared before spray buffing:

- a. Remove carpet runners
- b. Dust mop
- c. Damp mop

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

Great 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.

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

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

Replace carpet runners.

20. Strip and Refinish

Close and properly mark area "closed". Remove all movable objects from area.

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

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

21. Scrub - Restroom Floors/Hard Surface Stairwell Floors

Close restrooms. Remove all movable objects from area

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

22. Wall Spot Cleaning

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

23. Dusting

Thoroughly dust all vertical and horizontal surfaces in all cleanable areas with approved dust cloth or tool treated with an approved water based dust control chemical, up to and including ceiling vents, air bars, and lighting devices, window blinds, etc.

Do not move dusting residue from spot to spot, but remove directly from the areas in which dirt lies by the most effective means appropriate; treated dusting cloths or vacuum tools.

- A. Leave no dust streaks.
- B. Leave corners, crevices, molding and ledges free of dust and cobwebs.
- C. Leave no oil spots or smudges on dusted surfaces caused by dusting tools.

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

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

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

24. Remove Recyclable Paper (as applicable)

Pick up all recyclable paper from marked containers centrally located throughout the building and remove to designated containers in the loading dock area. This does not include individual boxes on desks.

25. Clean Air Bars and Vents

Vacuum excess dust and dirt from air bars. Damp wipes clean with approved disinfectant solution and wipe dry.

26. Lobby Glass Cleaning

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

27. Ashtrays and Surrounding Areas

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

28. Emergency clean up (as applicable)

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

29. Miscellaneous

- a. Ash receptacles are either ashtrays, sand or dry receptacles. Contents of ash receptacles must be disposed of in a safe manner. Clean sand by sifting out and disposing of debris and replacing and replenishing sand in urns.
- b. Rubbish removal from a central location is the responsibility of the State. Contractor must bag all waste material and place inside containers provided for that purpose.
- c. IF SO MARKED UNDER SECTION, **RESPONSIBILITY FOR REPLENISHABLE SUPPLIES**, the contractor is responsible for the purchase and supply of sanitary napkins and dispensers. All profits from the sale of such items would belong to the contractor.

30. All hazardous conditions, such as burned out lights, loose railings, etc., must be reported by janitorial staff to contract supervisor, who must then notify building manager in writing.

B. CLEANING TASK FREQUENCIES

Includes all work sites and locations unless otherwise noted

1. Office Cleaning

- The day office cleaning is to occur
will be determined by the Contract Administrator. **Frequency: 1X per week**
- a. Vacuum carpet, sweep & damp mop
hard surface floors if applicable.
Remove spots/stains from carpet. **Frequency: 1X per week**
- b. Empty waste receptacles **Frequency: 1X per week**
- c. Pick up recycled paper, if applicable **Frequency: 1X per week**

2. Restrooms

- Location 1:** 5 Restrooms, 30 Units, 868 sq. ft. Ceramic
Tile Floor Space (included in non-carpeted floor space)
- Location 2:** 2 Restrooms, 7 Units, 230 sq. ft. Ceramic Tile Floor Space
(included in non-carpeted floor space)

- a. Close restroom **Frequency: 5X per week**
- b. Empty waste receptacles **Frequency: 5X per week**
- c. Fill dispensers **Frequency: 5X per week**
- d. Dust **Frequency: 5X per week**
- e. Clean and disinfect waste receptacles **Frequency: 5X per week**
- f. Dust mop/sweep floors. **Frequency: 5X per week**
- g. Damp mop and disinfect floors. **Frequency: 5X per week**
- h. Clean and disinfect sinks. **Frequency: 5X per week**
- i. Clean glass and mirrors. **Frequency: 5X per week**
- j. Clean and disinfect toilets and urinals. **Frequency: 5X per week**
- k. Clean and disinfect walls around toilets
and urinals, stall and entry doors, and
partitions between toilets, urinals and sinks.
Also perform any obvious spot cleaning. **Frequency: 5X per week**
- l. Maintain floor drain(s)/traps free of odors. **Frequency: 5X per week**
- m. Clean and disinfect showers & shower walls,
bathtubs, baby-changing tables, if applicable. **Frequency: 5X per week**

3. Lobby

- a. Empty waste receptacles. **Frequency: 2X per week**
- b. Dust mop or vacuum sweep and
damp mop or machine scrub floors. **Frequency: Nov-Mar -
4X per week
Apr-Oct -
2X per week**
- c. Maintain clean glass inside & out
(including entrance doors) **Frequency: 1X per week**
- d. Clean by most appropriate means all lobby
furniture. **Frequency: 1X per week**

- | | | |
|----|--|--------------------------------|
| e. | Wash thoroughly all children's furniture and fiberglass/vinyl furniture. | Frequency: 2X per week |
| f. | Remove mat, clean floor underneath and replace mat. | Frequency: 1X per month |

3. Drinking Fountains

- | | | |
|----|---------------------|-------------------------------|
| a. | Clean and disinfect | Frequency: 5X per week |
| b. | Wipe dry | Frequency: 5X per week |

3. High (Heavy) Traffic Areas

Special attention must be given to the areas listed below. Both schedules & duties will be conducted as indicated. The Contract Administrator reserves the right to schedule the activities listed in this section. (Vacuum carpet, sweep & clean as appropriate to specific hard floor surface, clean table tops and counter surfaces, remove spots/stains from carpet, empty waste receptacles).

- | | | |
|----|--|-------------------------------|
| a. | Conference rooms | Frequency: 2X per week |
| b. | Lunch rooms, break rooms, areas, food vending machine areas, kitchen areas | Frequency: 2X per week |
| c. | Remove recyclable paper, if applicable | Frequency: 1X per week |
| d. | Children's Active Play Areas, if applicable | Frequency: 3X per week |
| e. | Empty Central Waste Collection Bins | Frequency: 5X per week |

6. Intensive Floor Care

- | | | |
|----|--|--------------------------------|
| a. | Spray buff vinyl tiled floors including removing scuff marks | Frequency: 1X per month |
| b. | Top strip & refinish vinyl tiled floors | Frequency: 3X per year |
| c. | Strip & refinish vinyl tiled floors. | Frequency: 1X per year |
| d. | Scrub restrooms floors | Frequency: 2X per year |
| e. | Clean carpet in high traffic areas | Frequency: 3X per year |
| f. | Clean carpet full contract area | Frequency: 1X per year |

7. Walls and Partition/Interior Glass

- | | | |
|----|---|--------------------------------|
| a. | Spot clean walls including light switches | Frequency: 1X per month |
| b. | Clean partition/interior glass | Frequency: 2X per year |

8. Dust Thoroughly - Building Wide **Frequency:** 1X per month

9. Variable Procedures

- | | |
|--|------------------------|
| a. Empty exterior ashtrays/trash receptacles & clean all general areas including entrances | Frequency: 5X per week |
| b. Dust/clean blinds, curtains, etc. | Frequency: 2X per year |
| c. Dust/clean baseboards | Frequency: 2X per year |
| d. Clean air diffusers. | Frequency: 2X per year |
| e. Clean light fixture lenses. | Frequency: 1X per year |
| f. Wash all waste receptacles (inside & out) which present a soiled or odorous condition. Disinfect. | Frequency: as needed |
| g. Replace waste receptacle liner when soiled or worn | Frequency: as needed |
| h. Thoroughly clean janitor's closets | Frequency: as needed |

**

RESPONSIBILITY FOR REPLENISHABLE SUPPLIES**

- | | |
|---------------------|----------------------------|
| a. Paper towels | <u> X </u> by agency |
| b. Toilet tissue | <u> X </u> by agency |
| c. Hand soap | <u> X </u> by agency |
| d. Plastic liners | <u> X </u> by agency |
| e. De-icing agent | <u> X </u> by agency |
| f. Sanitary napkins | <u> X </u> by contractor |

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

C. SUPERVISION

Competent supervision is to be furnished by the contractor, and these services must be satisfactory to the State.

Keys to the building will be furnished by the State. Any such keys must not be duplicated.

The contractor must maintain a secure environment while cleaning the facility. No one is allowed into the facility other than those individuals responsible for performing janitorial services. The contractor must lock the building when leaving and secure gates (if applicable). In locations that include a security alarm system, the contractor must also properly set the security alarm when leaving the building. Failure to maintain a secure environment, properly lock the building and the gates or set the security alarm (where applicable) will result in a complaint to vendor and possible cancellation of the contract. 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.

In addition, should the contract be cancelled for failure to lock the building, or properly set the security alarm, the cost of changing the building locks and re-coding the security alarm, if applicable, will be charged to the contractor. These costs may be deducted from the monthly payment due the contractor.

The Contractor shall exercise all supervisory control and general control over all day-to-day operations of his/her employees including control over all workers duties. The contractor shall also be responsible for payment of all wages to employees, taxes and fringe benefits, sick leave, pension benefits, vacations, medical benefits, life insurance, or unemployment compensation or the like. The contractor shall discipline his/her employees, as needed including firing and hiring.

D. CONTRACTOR CLEAN UP

The Contractor is responsible for repair, replacement or clean up as necessary due to carelessness or negligence on the part of the Contractor or his/her employees.

E. WORKING CONDITIONS

All work shall be done in accordance with all regulations governing the state agency wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of that state agency. Materials, tools, etc. shall be confined so as not to unduly encumber the premises. The Contractor shall be held to have visited the site prior to submitting a proposal for this contract and checked with the authorities the working conditions and the methods of carrying out the work and to have included in the contract amount, all costs for meeting such working conditions. The vendor shall schedule the walk through inspection through Acquisition Services and the Contract Administrator.

The Contract Administrator will provide necessary registered and returnable keys for the Contractor's entrance to areas of the buildings necessary for the completion of described work after award of contract. The Contractor shall comply with all security regulations and special working conditions as required by the agency. Access to and egress from the buildings and agency grounds shall be via routes specifically designated by the state agency.

F. EMPLOYEE CONDUCT

The Contractor must insure that each employee wears a badge in plain view indicating the employee's name and company name in letters not less than 1/4 inch in height.

All contractual employees may be required to carry an agency provided pad of "Notice of Work Required" forms and to use them daily to report potentially hazardous conditions and items in need of repair including office lighting, emergency and exit lights, plumbing and water cooler problems, etc. to the Contract Administrator.

All lost and found articles recovered by contractual employees must be immediately turned in to the Contract Administrator.

Contractual employees will be required to wear clean and neat clothing or uniforms supplied by the Contractor at all times while on the job.

Contractual employees:

4. Must not have relatives or other personal visitors at the work site.
5. Must not consume food or beverages in public view while on duty. During normal breaks and lunch periods, the cafeteria or lunchroom may be used for this purpose.
6. Must not consume alcoholic beverages nor use narcotics while on duty nor be under the influence when reporting for duty.
7. Must not receive or initiate personal telephone calls from state owned telephones.
8. Must not play radios or other sound equipment without the Contract Administrator's approval.
9. Must not fraternize with agency staff, clients, tenants, or visitors to the building nor unnecessarily disrupt tenants from their work while performing their contractual duties.

10. Must turn off lights, if applicable, after cleaning is completed in an assigned area.

The agency may require the Contractor to immediately remove any contractual employee(s) from the agency's premises for just cause. The Contractor will assume any and all responsibilities. Any employee so removed may not be placed in another state agency.

The agency reserves the right for final determination of a contractual employee's suitability for assignment to a specific location. Problems of this nature will be addressed with the Contractor's management.

G. INSPECTION AND CORRECTION OF DEFICIENCIES

Inspections by the Contract Administrator will be conducted on a daily basis for all specifications outlined in this contract.

Performance evaluations noting deficiencies in the contract specifications will be provided the Contractor on a regular basis. The deficiency for a daily, weekly, or monthly task must be corrected within 24 hours. A quarterly, semi-annual, or annual task deficiency must be corrected within 48 hours.

The Contract Administrator may maintain a "hot sheet" comprised of complaints from agency staff. The hot sheet will be provided to the Contractor at the beginning of each day and will outline the areas requiring special attention on that day, to be completed within 8 hours of its receipt.

The Contract Administrator or his/her appointed representative shall make the final decision as to whether or not any cleaning task has been satisfactorily performed.

If it is determined that the task has not been properly performed as intended, the Contractor must make the necessary changes.

Should the Contractor fail to correct specification deficiencies, a Complaint to Vendor (Vendor Performance form) will be filed by the Contract Administrator. Repeated failure to correct specification deficiencies resulting in issuance of subsequent Complaint to Vendor (Vendor Performance form) may result in cancellation of the contract by Acquisition Services.

NOTE: FAILURE TO NOTIFY ACQUISITION SERVICES AND AGENCY OF CURRENT ADDRESS AND TELEPHONE NUMBER COULD RESULT IN CANCELLATION OF CONTRACT.

H. COMPLIANCE WITH FEDERAL BLOOD BORNE PATHOGEN REQUIREMENTS

The contractor must provide basic blood borne pathogen training including required Hepatitis B immunization for personnel exposed or working on-site with blood or other potentially infectious materials. Specified waiver and compliance must be in accordance with the current Federal Blood borne Pathogen regulations. Any cost for vaccinations required will be the responsibility of the contractor. The contractor must also provide the State agency a copy of proof of such vaccination.

I. RECORD KEEPING

The Contractor must provide a monthly time sheet to the Contract Administrator showing the names, dates, areas and hours actually worked including starting and quitting times, for all

employees used at this facility. This is to be submitted to the Contract Administrator's office with the Contractor's invoice by the 15th day of each month.

Upon award of the contract, the Contractor's must schedule a meeting with the Contract Administrator between the hours of 8:00 a.m. and 5:00 p.m. Supervisor must also be available to meet for consultation with the Contract Administrator on an emergency basis during the same hours.

The Contractor must supply the Contract Administrator with a list of all employees and supervisors to be used at each facility. Such list must include each employee's name, address, social security number and date of birth. Alternate employees may not be used until such list has been updated to include them and the above such data for alternates has been provided to the Contract Administrator.

J. BUILDING LOCK UP

The Contractor must lock and secure the building each night when leaving. Lock up procedures consist of before leaving building:

1. Turn off bathroom exhaust fan
2. **Turn off all interior lights**
3. Check and lock all entrance doors, gates or any other excess to the building.
4. Properly set security alarm system (where applicable)

In locations that include a security alarm system, the contractor must also properly set the security alarm when leaving the building. Failure to maintain a secure environment, properly lock the building or set the security alarm and/or lock the gate(s)(where applicable) will result in a complaint to vendor and possible cancellation of the contract. 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.

In addition, should the contract be canceled by default of contractor, the cost of changing the building locks, providing new keys and re-coding the security alarm, where applicable, will be charged to the contractor. These costs may be deducted from the final payment due the contractor.

K. CONTRACT PAYMENT SCHEDULE/BILLING

Contractor is to submit billing at the close of each calendar month to:

MICHIGAN FAMILY INDEPENDENCE AGENCY
Wayne County – Grand River/Warren District Office
5131 Grand River
Detroit, MI 48208
ATTN: Jackie Haggen (ASM)

In the event services cannot be performed as outlined in the specifications due to construction projects, closed areas or other temporary occurrences, the State shall be credited per square footage per day for areas not serviced during this period. As a general policy, invoices shall be forwarded monthly to the address noted above, by the 15th day of the following month. All billings shall include the contract number and the purchase order number.

L. HOURS OF WORK/STATE HOLIDAYS

Work hours of contractor servicing this contract must be between the hours of 5:30 a.m. and 8:30 p.m.

This facility will be cleaned each state working day. One year equals 248 state work days.

The Contract Administrator will establish the appropriate schedules for work to be performed in designated offices and priorities for periodic work to be performed. The Contractor must adhere to these schedules.

Disruptive activities such as carpet extraction, floor stripping and waxing, etc. shall be done as scheduled by the Contract Administrator.

The State of Michigan will not pay for services not performed. The contractor will not be paid for State Holidays unless requested to perform such services. State Holidays include but not limited to: New Year's Day, Martin Luther King Jr. Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day (2 days) Christmas Eve, Christmas Day and New Year's Eve. For specific dates, contact the Contract Administrator.

M. CONFIDENTIALITY

Contractor shall be bound to confidentiality of any information its employees may become aware of during the course of performance of contracted tasks. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

N. LEIN AND OTHER SECURITY CLEARANCES

Upon request of the State:

1. The Contractor shall only appoint employees or prospective employees to work at the location if they have cleared the LEIN and other security checks, and do not have a felony conviction or misdemeanor drug offense.
2. The Contractor shall obtain permission for LEIN checks of all prospective workers for the location. The permission slip is to include:
 - a) Employees Full Name
 - b) Social Security Number
 - c) Date of Birth
 - d) Michigan Drivers License Number or State ID Number
 - e) Employee Signature
3. The Contractor shall replace the janitorial worker assigned immediately at the State's request if the janitorial worker is found with contraband in his/her possession.
4. The contractor shall maintain an adequate pool of trained and LEIN cleared relief personnel to substitute for absent regular employees.

SECTION III – CONTRACTOR’S TECHNICAL WORK PLAN

Services will be provided Monday thru Friday from the hours of 5:30 A.M. and 8:30 P.M.

Klean As A Whistle will staff this building with a total of two employees.

We propose the following:

- Two cleaning specialist for the evening shift.
- One supervisor for the building.

Starting hourly wage per employee:

- KAAW hourly wage per employee is \$8.00 to \$9.00 per hour depending upon experience.
- Each employee is assigned four hours per day.

Starting hourly wage per supervisor:

- KAAW hourly wage per Supervisor is \$12.00 to \$14.00 per hour depending upon experience.

All employees have the option for the attendance bonus. If the work is completed before the four-hour assigned time frame they are allowed to leave early and get paid for the entire four hours. If an employee has any tardies or absences they will only get paid for the hours worked.

The employee can receive this as long as the following does not occur.

- a. No call in occurs from the first to the last day of the month.
- b. Upon departure of the job a two-week notice has been received.
- c. No excessive tardiness during that month.

Additional company benefits include:

- ✓ Health benefits are available for employees after one year of service.
- ✓ Birthday bonus is given to each employee after one year of service.
- ✓ Performance rewards are given to employees for good service and those who work extended hours.
- ✓ Pay raises based on performance.
- ✓ Promotion based on performance and longevity.
- ✓ Gift certificates for dinner for two at J. Alexander’s restaurant.

Klean As A Whistle was founded December 8, 1994. The President and CEO is Andrea Durhal. I have attended college and numerous seminars for the janitorial, carpet & upholstery cleaning, and floor care services and have been certified in these areas. I am also OSHA certified. Continuous education is an accomplishment that this company thrives on. The staff is constantly notified of and trained on all new up dates. Our slogan: *“We don’t cut corners, we clean them!”* is not just a slogan it tells you how accurate our method of cleaning is.

My Management and supervisory staff consists of several persons; Juanita Brown and Carol Hodge. Diana Lewis and Anthony Jordan are cleaning specialist.

Juanita Brown, Vice President, KAAW possesses a B.A. degree in Human Resource Management and has taught for the Detroit Public Schools system for several years. She was also employed by the City of Detroit where she held management and supervisory positions in various departments.

Carol Hodge was a housekeeping supervisor for the City of Detroit. Carol also owned her own business and brings a wealth of knowledge to our organization. Cleaning Specialists:

Cleaning Specialists, Sandra Martin, assistant supervisor and Curtis Lewis, project supervisor are in charge of the daily training, stripping and waxing, carpet cleaning and all other periodic services. They are OSHA certified. Sandra and Curtis attend seminars and receive continuous training on the latest cleaning procedures and techniques. They provide all initial staff training and act as continuous resources for the staff. All staff members attend mandatory seminars.

Evening Service:

Cleaning Specialist - 1 Sandra Martin

Sandra has one year experience at the Grand River Oakman building. Sandra is responsible for cleaning five restrooms, the kitchen, and conference rooms. She is also responsible for vacuuming and dusting her assigned areas. Sandra has been trained in occupational exposure to blood borne pathogens. This training has enhanced her knowledge in the proper disposal of waste material.

Weekly and Monthly

Sandra completes her weekly and monthly cleaning in her assigned areas. Washing down all partition walls in restrooms, spot cleaning walls, cleaning glass dividers, chair rails, high and low dusting etc. These assignments include removing cobwebs and cleaning the baseboards and furniture. She also spot cleans the walls and washes the interior windows.

Cleaning Specialist - 2 Curtis Lewis

Curtis has 10 years in the service and experience at every building and has received extensive training in floor care. Curtis is responsible for maintaining the floors in the building. He cleans the floors in the lobby, kitchen, restrooms, computer room, telephone room, WIC office, and stock room. He also cleans the second floor mechanical room.

Curtis cleans the interviewing room, the reception area, the computer training room, the childcare room, and all water fountains and sinks in the building. He also vacuums and dusts some of the aisles. He also spot cleans the walls and cleans the partition glass.

Weekly and Monthly

Curtis completes his weekly and monthly floor cleaning assignments, including scrubbing quarry tile floors, vinyl flooring, rubber floors and ceramic tile. He also details lobby furniture and spot cleans the walls in his area. Curtis has been certified in floor care.

Cleaning Specialist Supervisor –6 Carol Hodge

Carol has six months experience at this building and has prior experience in supervision with the City of Detroit. Carol has attended several seminars and has been certified in floor care, restroom cleaning, carpet and upholstery cleaning. Her job is to assist all of the employees with their assignments as needed and to monitor their work.

Weekly and Monthly

Carol's job is to make sure that all weekly and monthly assignments are satisfactorily completed. She also supervises all quarterly and semi- annual services.

Quarterly Service and Semi- annual services:

(Floor Cleaning and stripping and waxing)

The quarterly service consists of two men from our project team at eight hours.

Man one is responsible for removing and replacing furniture along with prepping the floor for cleaning.

Man two is responsible for cleaning the floors with a trexe tile and grout cleaner for the truck-mount. The total number of hours would be estimated at 16 hours. This is a rough estimate based on the level of traffic in the building for the week. This will determine how smooth the job runs.

The semi annual consists of two men from our project team at 16 hours each; this project may take additional man hours depending upon how much traffic has been in the building.

Man one and two are to remove and replace furniture along with prepping the floor. Man one consists of prep work for applying and removing stripper and wax. Man two strips and waxes the floors. This should take eight hours per man totaling 16 hours.

The supervisory man hours vary in this building. The supervisor once complete, secures and locks the building. The weekly hours for the supervisor is 10 hours per week, 40 hours per month or as many

hours as needed to complete the job for periodic services.

Semi- Annual (Light fixtures)

The semi annual light cleaning consists of one man from the project team. The team member goes up on ladders and drops down the lights and lens. This job takes a total of four hours. This job is done in between the wax applications, during drying time. One supervisor is assigned to assist this man. Total number of hours is 4.

Semi- Annual (Clean Air Vents and diffusers)

The semi annual air vent and diffusers cleaning are also done with two men from the project team. These men go up on a ladder with a vacuum and damp cloth vacuuming and cleaning vents. This job takes a total of eight hours. One supervisor is assigned to assist these two men with the job. This project is done during the performance of their daily services.

Semi- Annual (Carpet cleaning)

Michael McCaskill Is the President of Elite Carpet cleaning. He has been in business for 2 years and is certified in carpet cleaning, upholstery cleaning and pressure washing. The machines used are the highest quality Vortex machines. Michael and I assist each other on carpet jobs. All jobs that Michael assists with at State properties, I am present on the job site.

Elite Carpet Cleaning 22769 Coachlight Circle, Taylor, MI 48180.

Elite Carpet Cleaning is a Sole Proprietor and Insured in the State of Michigan.

Michael, along with one of his assistants, moves and replaces all necessary items.

The supervisory man hours vary in this building. Upon completion of the building, the supervisor secures and locks the building. The weekly hours for the supervisor is 10 hours per week, 40 hours per month or as many hours as needed to complete the job for periodic services.

TRAINING AND DEVELOPMENT

All employees and supervisors are trained prior to employment at other job sites. Once employed at this site a checklist is implemented and employees and supervisors are retrained at this location. All employees on the special project team and supervisors are retrained for carpet cleaning, stripping and waxing, upholstery cleaning, window cleaning and light fixture cleaning by owner and supervisors. This training is based on new information taught at seminars. All employees and supervisors are updated and retrained for new methods when available. Janitorial supply stores offer seminars to update companies on new methods to clean and also provide you with certification for products and methods for usage of products. Videos and work sheets along with testing sheets for these methods are available at cost for retraining our staff.

The instructors, supervisors and job coach's qualifications for the job are to be OSHA certified and to have more than two years experience with the company. All supervisors are updated and retrained for new methods when available.

An example that would best answer this question is to explain the process of cleaning the restroom. Each staff member upon entering the restroom must display a wet floor sign for other employees as well as employees of the state that may still be in the building. The janitorial carts are placed across the doorway to make entering difficult. Employees place gloves on and begin by replacing all toilet paper; the gloves help minimize germs placed on the toilet paper. All soap, paper towel and dispensers must then be replaced. The trash is then pulled and trash bags replaced and we begin dusting the partitions. After the completion of that task, we place Comet, a disinfectant, into every toilet. The floor is then swept.

We spray a liquid disinfectant on the chrome of the toilet wiping it dry. We then begin our process of cleaning the toilet. We place a liquid disinfectant and deodorizer in a bucket for the toilet brushes. We start cleaning with the top of the toilet seat turning the seat in an upward position cleaning the back of it. We then clean all the porcelain from the top, sides, around and behind the toilet. After that is completed we clean the inside but we do not flush - allowing the Comet to sit in the toilet over night to give a signal in the morning that the toilets have been cleaned. Placing Comet in the sinks, we then take a cloth and clean

the inside of the sinks. We spray liquid disinfect on the chrome and counter top and wipe them dry. Our final stages are polishing the chrome, cleaning the mirrors and mopping the floors for completion of the restrooms.

Upon completion of the interviewing and hiring process, employees are trained by our training supervisor at a site other than the location where he or she will be assigned. Each employee will receive hands on training. Once employees complete the training process, they are tested and retrained in the areas where they are weak. After retraining they are retested and placed at the job site where they are assigned. They are then trained for that building. A supervisor monitors their performance daily for a two-week period. Klean As A Whistle will be more than happy to meet all of the State of Michigan requirements and enforce any of their policies and procedures. If any additional request is made, we will implement.

[Health, Safety, and Environmental Projects](#)

Before hiring, all employees must have a police clearance and a physical.

All employees must wear uniform smocks with the company name displayed on the front.
When necessary, we provide:

- ✓ Earplugs
- ✓ Eye protection
- ✓ Kneepads
- ✓ Gloves
- ✓ Facemasks

We also keep all product/chemical sheets, Material Safety Data Sheets (MSDS) in the closet by the chemical in case of a chemical spill or emergency.

ASM's are notified of the location of these sheets.

All employee incidents are logged and reported to meet OSHA requirements.

KAAW's quality assurance program meets OSHA requirements.

KAAW will provide a binder in the janitorial closets and with the Administration Service Manager of all the products we plan to use in this facility.

This will provide you with the chemicals that are in the building in the event of an allergic reaction or emergency in the building (ex. chemical spill, fire, etc).

All products are labeled in containers.

QUALITY ASSURANCE PLAN

All employees at Klean As A Whistle are cross-trained allowing each one, regardless of level, to walk into this office and clean it. Our management staff is constantly training employees for positions which work to the advantage of our customers. Our training process allows all our staff to perform work in any location and provide us with an on call staff. This assures that all buildings are cleaned nightly. Our training program encourages efficiency, proper cleaning techniques and a high standard of excellence.

Absenteeism has not been an issue in this building to date and we credit our attendance bonus program for this accomplishment.

We provide a weekly schedule with checklist that outlines activities that are to be performed on a daily basis. Inspections by site supervisors are performed daily assuring that all routine and priority areas are maintained as requested.

Site Supervisors and Operations Managers meet weekly to perform detailed inspections of each facility. The President visits each site a minimum of once per week. The Vice President conducts unannounced inspections to assure all phases of the work are performed to our standards.

All discrepancies of work not meeting our standards and those of the facility are addressed by the Operations Manager and brought to the Specialist's attention for immediate correction. The on site supervisor will then inspect the area in question and suggest methods to prevent further occurrences.

Employees at each facility are cross trained in all areas of the account specifications, enabling coverage of all areas in the event of illness, late arrivals, terminations, requested leaves or vacancies. Floor and carpet specialists are also trained in all areas and may be used for backup as needed.

Meetings are held weekly with employees to discuss concerns, changes, suggestions from specialists, new products and developments, new cleaning procedures and requests by building administrators as well as employee performance.

Safety policies and procedures are reviewed on a quarterly basis by the on site supervisor.

CUSTOMER SERVICE

We provide 24-hour customer service to all clients. The President and Vice President's pager and cell phone numbers are provided. To assure the customer that we are serious about business we call once a week or month to follow up on work done in building or to accept requests from the ASM for the building.

To assure the lockup to the building, the alarm company is called to validate that they have received the alarm set.

To secure lock up to building alarm company is called to validate that a received alarm set.

Any complains received are documented and if necessary disciplinary action will follow by: three verbal warnings, three written warnings and termination if necessary. We provide reassurance to you making sure your site is covered as scheduled and have a customer service representative available to serve you 24 hours a day.

When entering the building each employee must radio in on Nextel telephones that they are stationed at each building. This assures us that the employee has entered the building at the time assigned. An example is given below of how this method works for us.

West Grand Blvd District

Evening service

17:00 – 21:00

All employees upon arrival at the site must call supervisor to report time in. Nextel radios are provided on site for employees. Example: (All facilities are assigned a number). Example: (12). Upon arrival the employee would call in on the 2-way radio to the dispatch or supervisor: "Radio 12 to base".

Dispatch then responds "go ahead 12". "Radio 12 is 10/8 at FIA at Gratiot location at 17:30 hours."

(Must provide name after transmission.) Dispatch would respond, "Roger that 12" repeat employees name and reports time. At that time dispatch logs in arrival time for work.

Upon completion the employees call dispatch to request an Operations manager to check and walk through a site. The Operations manager then closes down the building after checking work of the employees requesting correction of this job if needed. The building is then closed down and alarms are set. Supervisor then calls the alarm company to assure an alarm set mode was received for this building and reports this to dispatch.

EQUIPMENT AND SUPPLIES

Vacuum cleaners Royal (Model #1038Z)

5 Sanitarre Quick clean (Model #SC886 type 8)

1 Pro-Team trail-vac (Model #DT100)

New Propane Buffers GXV 340 Honda (Model # 2056620) are one to four years old.

Electric Buffers (Model # A-181274X920) 4 years, Low speed buffers for (stripping & waxing)

Truck mounted carpet cleaner White Magic (1994)

Portable Castex Challenger 900 Carpet Cleaner (Model # C900000042195SAP) units are also available.

All equipment used while other personnel are in the building meets the State of Michigan noise level of 68 decibels at 5 feet.

All equipment is cleaned and checked every other month by Clean Master Chemical and Equipment or Americlean Chemical and Equipment.

If needed, parts and cords are replaced with new parts. Each building has five vacuums for employees and two spares in case of breakage.

Klean As A Whistle does not plan to rent equipment for this job. Klean As A Whistle owns all equipment used for the job.

Klean As A Whistle has supplies in inventory.

We have provided Betco dispensing systems.

This helps employees measure the correct amount of chemicals needed for the job.

We use Betco window cleaner, stainless steel cleaner and floor cleaners.

We keep three cases of supplies on site requiring all employees to document all supplies used.

Before the employee uses the second to last bottle, a supply request is placed; this allows us to monitor usage and theft of supplies keeping employees responsible for the cost of supplies.

All products Materials Safety Data Sheets (MSDS) are kept in the closet for emergency and accidents.

Betco provides a twist and fill system that will help prevent over usage of dispensing chemicals.

These are the Betco products that Klean As A Whistle will be utilizing for this building:

Betco's Glass Cleaner

Betco's Neutral Cleaner for floors

Betco's Disinfect Cleaner for restrooms

Comet for toilets, Betco's deodorizer

Betco's Stainless Steel Cleaner for chrome

Betco Floor Finish

Betco Stripper

Taski Carpet Shampoo

Master Blaster Extractor

Gum Remover

[Product Utilization](#)

The glass cleaner will be used for glass and mirrors.

The stainless steel will be used on the stainless steel in the rest rooms.

The floor cleaner is used for the floors it is also ph formulated for waxed floors.

Deodorizer for a fresh smell throughout the building.

Disinfectant for cleaning the restrooms.

Dusters with furniture polish is used for file cabinets and dusting.

Becto's best floor finish.

All other flooring products used are from the ASM, designee and floor manufacturer. This is done to prevent any damage to rubber, quarry and ceramic floors. We do this to keep the property looking and smelling good. This will only enhance the buildings appearance.

INSTRUCTIONS FOR MAINTENANCE OF ENDURA RUBBER FLOORING

Endura is one of the longest wearing, most beautiful, most forgiving and toughest floors available. Its built-in wax helps release dirt, grim, gum and tobacco tars, and helps keep Endura's luster through years of service without waxing. Good and regular maintenance procedures are important to preserve these qualities. Excessive soil and grit are the sources of abrasion and, if not regularly removed, it will shorten the life of the tile or may require a surface treatment for the tile. We have prepared the following recommendations and instructions which apply to most installations.

NEW ENDURA INSTALLATIONS – INITIAL CLEANING

1. The removal of any adhesive on the face of the tile should be accomplished by the flooring contractor while the adhesive is fresh.
 - A. If residue of the adhesive is still uncured or soft, remove with mineral spirits or warm water on a cloth.
 - B. If the adhesive is hard, its removal is almost impossible, but the following procedures may be helpful:
 2. Apply mineral spirits with a cloth.
 3. Allow to stand for five minutes.
 4. Chip off adhesive with either a wooden or plastic spatula – do not use steel wool or abrasive pad.
 5. Wipe dry.

Some dullness may result, but luster will reappear with normal maintenance.

2. Initial Cleaning

Caution: Allow at least 72 hours for complete adhesive cure prior to initial wet cleaning of Endura

- A. Sweep the floor clean.
 - B. Prepare a neutral floor cleaning solution (pH of 7.8) using a recommended detergent mixed in warm water. For light to moderate soil, the dilution ratio is usually 4 liquid oz. per gallon of warm water (see Recommended Cleaning Detergents).
 - C. Apply the solution with a deck brush or a nylon or rayon mop. Allow the solution to stand for five minutes.
 - D. Scrub after 5 minutes.

Small installation – Use a deck brush

Large installation – Use a single or double brush floor-scrubbing machine.

Use a 22 gauge flagged nylon bristle for the scrubbing machine

(see Recommended Brushes)

Scrubbing RPM should not exceed 350.
 - E. Wet vacuum or mop up the solution.
 - F. Rinse with cold water and then remove all water.
 - G. For added luster, it's suggested to dry brush after flooring is thoroughly dry (at least 2-3 hrs)
- During Endura's Break-in-Period (the 30 days immediately following its installation) Endura undergoes a maturing process whereby the natural, reemerging waxes have not yet reached the surface. Special care should be taken to not "over clean" or use harsh detergents (high PH), which may reduce the emergence of the natural waxes. Endura may not look as bright, nor be an easy to maintain, or tend to "track" during this period. To help facilitate the benefits of the built in waxes and provide a bright appearance, Endura recommends the use of a combination cleaner and maintainer such as TASKI WI wax. After the Endura floor has been thoroughly cleaned and dry using a neutral PH detergent, a one to one solution of combination cleaner and maintainer applied to the Endura floor will enhance the appearance and make subsequent cleanings easier. Apply with standard mopping equipment. Note: after installation, wait at least 72 hours for urethane, epoxy or contact adhesive to cure before initial cleaning.

REGULAR ENDURA MAINTENANCE AFTER INITIAL CLEANING

1. Wet Cleaning
 - A. Sweep the floor.
 - B. Prepare the neutral floor cleaning solution (pH of 7-8) using a recommended detergent mixed in warm water: For light soil, the dilution ratio is usually 2 liq.oz. per gallon of warm water (see Recommended Cleaning Detergent).
 - C. Apply the solution with a deck brush or with a nylon or rayon mop. Allow the solution to stand for five minutes. If an automatic scrubber is used, apply the solution with the machine.
 - D. Scrub the wet surface with a deck brush or automatic scrubber with the vacuum turned off.
 - E. Remove the solution with a mop or wet vacuum, or with the scrubbing machine with the vacuum turned on.
 - F. For added luster, it's suggested to dry brush after the flooring is thoroughly dry (at least 2-3 hrs)

Small installations – Use a bath towel wrapped around a push broom.

Large installations – Use a polishing machine (RPM up to 350) using a Union Fibre or bristle brush (see Recommended Brushes).

CAUTION:

1. DO NOT use strong solvent cleaners such as Lestoil, Top Job, Pinesol and similar products. NEVER use gasoline, turpentine or acetone.
2. DO NOT use black, brown, green, red or beige pads!
3. DO NOT use cleaners or polishers that exceed 350 RPM!
4. DO NOT apply unapproved acrylics, waxes or topcoating.

QUESTIONS

- A. Spot Cleaning & Black Scuff Mark Removal
 1. Spray Windex or similar mild solution on area to be cleaned.
 2. Wipe clean with a soft dry cloth or towel.
 3. Buff area with a soft dry towel to help return the luster.
- B. Removing Gum
 2. Spray Orange Desolvit on the stuck gum.
 3. Remove with a wood or teflon spatula.
 4. Remove residue of gum with mineral spirits.
 5. Buff area with soft dry towel to help return the luster.

SPECIAL CLEANING QUESTIONS OR CIRCUMSTANCES

If Endura has been subject to any of the following:

1. Over scrubbing
2. Solvent or acid spill
3. Over concentration of cleaner
4. Abrasive pad or too stiff a brush

The tiles will look very dull and will pick up tracked soil easily.

SUGGESTED REMEDY

To help restore the tile to its normal luster and condition, please follow these instructions:

1. Tiles must now be scrubbed clean. Use TASKI Proll.
2. With a mop, apply a one to one mixture of TASKI W1 wax evenly onto the cleaned tile.
3. The normal use of Endura will not require the use of floor finishes. Endura's internal waxes will provide luster, which can be enhanced by dry brushing.

RECOMMENDED CLEANING DETERGENTS

1. TASKI Proll Detergent
Manufactured by Levar Industrial – call for nearest distributor 800-827-5427
2. TASKI WI Wax – same as above

There may be other suitable sources of neutral cleaners. However, these have not been tested by Endura. Remember neutral means a pH of 7-8 and this is very important.

RECOMMENDED BRUSHES FOR SCRUBBING MACHINES

Wet Cleaning Brush

Specify a 22 gauge flagged nylon bristle for cleaning. Available from:

Zimmerman Brush Company
900 West Lake Street
Chicago, IL
Tel: (312) 629-3262

Fio Pac Corporation
700 Washington Ave. N.
Minneapolis, MN 55401
Fax: (612) 944-1663

Dry Polishing Brush

Specify the Union Mix Brush for dry buffing (be sure to use this brush dry).
See address above.

The recommendations herein are based on the best available data obtained through testing and field experience. However, because of variation in actual applications of the conditions, the results may vary.

If any questions arise that have not been addressed in this literature, please call Endura at (617) 647-5375.

MICHIGAN FAMILY INDEPENDENCE AGENCY
WAYNE COUNTY-GRAND RIVER/WARREN, 5131 GRAND RIVER, DETROIT, MICHIGAN 48208

PRICING SHEET (LOCATION 1)

Part I

Quoted prices are to include the daily, weekly and monthly services only, as outlined in the specifications:

DESCRIPTION:	Estimated price per month	(Multiply estimated monthly price times 60 months)
JANITORIAL SERVICES	\$2,000.00	\$120,000.00

Part II

Quote your price to perform these periodic services as outlined in the attached specifications.

The price for periodic services are not to be included in the monthly price above.

The vendor is required to submit a separate billing as services are performed.

Payment will be issued only after services are satisfactorily completed.

Description: Periodic Services	Estimated Services	Price per Service	(Multiply price per service times estimated services)
Three Times Per Year Services			
1. Clean carpet in high traffic areas.	15	\$200	\$3,000.00
2. Top strip & refinish vinyl tiled-floors.	15	\$200	\$3,000.00
Semi-Annual Services:			
1. Scrub Restrooms	10	\$250.00	\$2,500.00
2. Clean partition/interior glass	10	\$50.00	\$500.00
3. Dust/clean blinds, curtains, etc.	10	\$50.00	\$500.00
4. Dust/clean baseboards	10	\$50.00	\$500.00
5. Clean air diffusers.	10	\$50.00	\$500.00
Annual Services			
1. Strip/refinish vinyl tiled floors	5	\$141.45	\$707.25
2. Clean carpet – full contract area	5	\$1,551.41	\$7,757.05
3. Clean light fixture lenses.	5	\$50.00	\$250.00

Part III

A. TOTAL ESTIMATED 1-YEAR CONTRACT PRICE: \$27,842.86

(Divide total estimated 5-year contract price by 5)

B. TOTAL ESTIMATED 5-YEAR CONTRACT PRICE: \$139,214.30

(Add price for 60 months plus price for all periodic services)

MICHIGAN FAMILY INDEPENDENCE AGENCY
WAYNE COUNTY-GRAND RIVER/WARREN, 5133 GRAND RIVER, DETROIT, MICHIGAN 48208

PRICING SHEET (Location 2)

Part I

Quoted prices are to include the daily, weekly and monthly services only, as outlined in the specifications:

DESCRIPTION:	Estimated price per month	(Multiply estimated monthly price times 60 months)
JANITORIAL SERVICES	\$350.00	\$21,000.00

Part II

Quote your price to perform these periodic services as outlined in the attached specifications.

The price for periodic services are not to be included in the monthly price above.

The vendor is required to submit a separate billing as services are performed.

Payment will be issued only after services are satisfactorily completed.

Description: Periodic Services	Estimated Services	Price per Service	(Multiply price per service times estimated services)
Three Times Per Year Services			
1. Clean carpet in high traffic areas.	15	\$100.00	\$1,500.00
2. Top strip & refinish vinyl tiled-floors.	15	\$100.00	\$1,500.00
Semi-Annual Services:			
1. Scrub Restrooms	10	\$64.40	\$644.00
2. Clean partition/interior glass	10	\$25.00	\$250.00
3. Dust/clean blinds, curtains, etc.	10	\$25.00	\$250.00
4. Dust/clean baseboards	10	\$25.00	\$250.00
5. Clean air diffusers.	10	\$25.00	\$250.00
Annual Services			
1. Strip/refinish vinyl tiled floors	5	\$85.95	\$429.75
2. Clean carpet – full contract area	5	\$200.00	\$1,000.00
3. Clean light fixture lenses.	5	\$25.00	\$125.00

Part III

A. TOTAL ESTIMATED 1-YEAR CONTRACT PRICE: \$5,439.75

(Divide total estimated 5-year contract price by 5)

B. TOTAL ESTIMATED 5-YEAR CONTRACT PRICE: \$27,198.75

(Add price for 60 months plus price for all periodic services)

PREFERENCE CERTIFICATION

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DISQUALIFY THE BIDDER

AUTHORITY: To comply with Michigan Public Act 237 of 1988, a bidder submitting a bid of \$100,000 or more must complete Section A OR B below.

SECTION A

I certify that _____ qualifies as a Michigan business for the purpose of claiming a reciprocal preference against out-of-state firms. During the 12 months immediately preceding this bid deadline or, if the business is newly established, for the period the business has been in existence, the business has (check all which apply):

X Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, Act No. 228 of the Public Acts of 1975, being Sections 208.1 to 208.145 of the Michigan Compiled Laws.

OR:

X Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan.

OR:

X Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury.

I certify that **I have personal knowledge** of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

Authorized Representative (type or print)	Authorized Representative (signature)	Date

(OR) SECTION B

I certify that _____ maintains its principal place of business in the State of _____.

Authorized Representative (type or print)	Authorized Representative (signature)	Date

A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000.