



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources
 525 West Allegan, Constitution Hall, Third Floor
 Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **22000000405**

CONTRACTOR	A-1 Pro Cleaning Systems
	17641 Stanton Avenue
	Atlantic Mine, MI 49905
	Rodney Yauch
	906-370-3301
	rodyauch@gmail.com
	VS0046061

STATE	Program Manager	Sean Sundholm	DNR
		906-362-1770	
	SundholmS@michigan.gov		
	Contract Administrator	Brooke Jones	DNR
517-388-6833			
Jonesb30@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Janitorial Services – DNR Baraga Customer Service Center				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
February 1, 2022	January 31, 2025	Two 1-Year Options to Renew	January 31, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One Year	<input type="checkbox"/>		January 31, 2027
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$72,649.98		\$0.00	\$72,649.98	
<p>Please note the Program Manager or Contract Administrator may have changed, and any changes made are reflected above.</p> <p>DESCRIPTION: Effective January 31, 2026 this Contract is exercising the final Option Year. The revised expiration date is January 31, 2027. All other terms, conditions, and specifications remain the same per contractor and agency agreement, and DTMB Procurement approval.</p>				

FOR THE CONTRACTOR:

A-1 Pro Cleaning _____
Company Name

Signed copy with DNR Procurement

Authorized Agent Signature

Rodney Yauch _____
Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signed Copy with DNR Procurement

Signature

Brooke Jones, Buyer _____
Name & Title

Department of Natural Resources _____
Agency

Date



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

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

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **22000000405**

CONTRACTOR	A-1 Pro Cleaning Systems
	17641 Stanton Avenue
	Atlantic Mine, MI 49905
	Rodney Yauch
	906-370-3301
	rodyauch@gmail.com
	VS0046061

STATE	Program Manager	Sean Sundholm	DNR
		906-362-1770	
	SundholmS@michigan.gov		
	Contract Administrator	Brooke Jones	DNR
517-388-6833			
JonesB30@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Janitorial Service – DNR Baraga Customer Service Center				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
February 1, 2022	January 31, 2025	Two 1-Year Options to Renew	January 31, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One Year	<input type="checkbox"/>		January 31, 2026
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$72,649.98		\$0.00	\$72,649.98	
DESCRIPTION: Effective February 1, 2025 this Contract is exercising the first available Option Year. The revised expiration date is January 31, 2026. All other terms, conditions, and specifications remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

FOR THE CONTRACTOR:

A-1 Pro Cleaning

Company Name

E-SIGNED by Rod Yauch
on 2025-04-03 18:26:41 EDT

Authorized Agent Signature

Rodney Yauch

Authorized Agent (Print or Type)

2025-04-03 18:26:41

Date

FOR THE STATE:

E-SIGNED by Lisa Crozier-Green
on 2025-05-19 09:15:25 EDT

Signature

Lisa Crozier-Green, Buyer Specialist

Name & Title

Department of Natural Resources

Agency

2025-05-19 09:15:25

Date



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

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

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **220000000405**

CONTRACTOR	A-1 Pro Cleaning Systems
	17641 Stanton Avenue
	Atlantic Mine, MI 49905
	Rodney Yauch
	906-370-3301
	rodyauch@gmail.com
	VS0046061

STATE	Program Manager	Tim Melko	DNR
		906-226-1332	
	MelkoT@michigan.gov		
	Contract Administrator	Lisa Crozier-Green	DNR
517-388-6626			
CrozierGreenL@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Janitorial Service – DNR Baraga Customer Service Center				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
February 1, 2022	January 31, 2025	Two 1-Year Options to Renew	January 31, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$63,071.08		\$9,578.00	\$72,649.98	
DESCRIPTION: Effective February 1, 2022 the pricing on this Contract is increased per Attachment A. All other terms, conditions, and specifications remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

Schedule B - Part III - Vendor Price Quote

REVISED 2-1-22

DNR Baraga Customer Service Center

BASIC JANITORIAL WAGES - Enter hourly PAY rate. Do not include taxes, insurance, etc.							
	Employees		Hours		Pay Rate*	Days	Total
Cleaners		x		x		104	\$ -
Supervisor Cleaning	1	x	2	x	\$20.00	104	\$ 4,160.00
Supervisor Non-Cleaning		x		x		104	\$ -
Other		x		x		104	\$ -
BASIC ANNUAL JANITORIAL WAGES (A)							\$ 4,160.00
ANNUAL BUSINESS COSTS							
Annual Cost for Cleaning Supplies and Equipment							\$ 2,223.00
Wage Overhead - (A) Basic Annual Janitorial Wages x 19.26%							\$ 801.22
Overhead (Your cost to perform service at this location)							\$ 2,415.78
Profit							
TOTAL ANNUAL BUSINESS COST (B)							\$ 5,440.00
BASIC ANNUAL JANITORIAL WAGES (A)							\$ 4,160.00
(Enter as bid in SIGMA) TOTAL ANNUAL JANITORIAL BASE RATE (C)							\$ 9,600.00
TOTAL MONTHLY INVOICE AMOUNT (C/12)							\$ 800.00
PERIODIC SERVICES							
					Annual - 1 Semi - 2 Quarterly - 4	Price per Service	Annual Price (Enter as bid in SIGMA)
Carpet Cleaning - Full Contract Area				1	x	\$ 600.00	= \$ 600.00
Spray Buff Hard Surface Floors - Full Contract Area				2	x		= \$ -
Steam Clean Upholstered Furniture				1	x	\$ 150.00	= \$ 150.00
Dust and Clean Window Blinds and Ledges				2	x		= \$ -
Dust and clean air bars and vents				2	x		= \$ -
Clean Ceiling Light Diffusers				N/A	x	N/A	=
Clean Interior Walls and Wall Mounted Taxidermy				2	x	\$ 500.00	= \$ 1,000.00
Clean Interior Doors / Both Sides				4	x	\$ 50.00	= \$ 200.00
Deep clean / scrub restroom walls				2	x	\$ 80.00	= \$ 160.00
Deep clean / scrub restroom floors				4	x	\$ 80.00	= \$ 320.00
Clean windows on exterior of building, inside and out				2	x	\$ 950.00	= \$ 1,900.00
Clean windows on interior of building, inside and out				2	x	\$ 300.00	= \$ 600.00
(TOTAL ANNUAL PERIODIC SERVICES (D))							\$ 4,930.00
TOTAL ANNUAL JANITORIAL BASE RATE (C)							\$ 9,600.00
TOTAL QUOTE FOR ONE YEAR							\$ 14,530.00
TOTAL QUOTE FOR CONTRACT							\$ 72,649.98
Additional / Emergency Services (hourly rate):							\$200.00
*Pay Rate - Provide information on the number of employees who are paid current Minimum Wage rate.							
Cleaners							
Supervisor Cleaning							
Supervisor Non-Cleaning							

FOR THE CONTRACTOR:

A-1 Pro Cleaning

Company Name

E-SIGNED by Rod Yauch
on 2022-01-28 14:15:01 EST

Authorized Agent Signature

Rodney Yauch

Authorized Agent (Print or Type)

2022-01-28 14:15:01 UTC

Date

FOR THE STATE:

E-SIGNED by Laura Gyorkos
on 2022-01-28 16:48:26 EST

Signature

Laura L. Gyorkos, Procurement Services Manager

Name & Title

Department of Natural Resources

Agency

2022-01-28 16:48:26 UTC

Date



STATE OF MICHIGAN PROCUREMENT
 Department of Natural Resources
 525 West Allegan, Constitution Hall, Third Floor
 Lansing, MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **220000000405**
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	A-1 Pro Cleaning Systems
	17641 Stanton Avenue
	Atlantic Mine, MI 49905
	Rodney Yauch
	906-370-3301
	rodyauch@gmail.com
	VS0046061

STATE	Program Manager	Tim Melko	DNR
		906-226-1332	
	MelkoT@michigan.gov		
	Contract Administrator	Lisa Crozier-Green	DNR
517-388-6626			
CrozierGreenL@michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: Janitorial Service – DNR Baraga Customer Service Center			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 1, 2022	January 31, 2025	Two 1-Year Options to Renew	December 31, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
<p>The terms and conditions of this Contract are those of RFP 220000000406, this Contract Agreement and the vendor's quote dated December 10, 2021. In the event of any conflicts between the specifications and / or terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</p>			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$63,071.08

FOR THE CONTRACTOR:

A-1 Pro Cleaning

Company Name

E-SIGNED by Rod Yauch
on 2022-01-20 21:15:12 EST

Authorized Agent Signature

Rodney Yauch

Authorized Agent (Print or Type)

2022-01-20 21:15:12 UTC

Date

FOR THE STATE:

E-SIGNED by Laura Gyorkos
on 2022-01-21 17:06:42 EST

Signature

Laura L. Gyorkos, Procurement Services Manager

Name & Title

Department of Natural Resources

Agency

2022-01-21 17:06:42 UTC

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Axiom Services, Inc. (“**Contractor**”), a Michigan corporation.

This Contract is effective February 1, 2022 (“**Effective Date**”), and unless terminated, expires on January 31, 2025

This Contract may be renewed for up to TWO 1-Year Options to Renew. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

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

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

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

Contractor agrees to be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever contacting / communicating with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

STANDARD CONTRACT TERMS

If to State:	If to Contractor:
Lisa Crozier-Green 525 West Allegan Constitution Hall, Third Floor Lansing, MI 48933 CrozierGreenL@michigan.gov 517-388-6626	Rod Yauch 17641 Stanton Avenue Atlantic Mine, MI 49905 rodyauch@gmail.com 906-370-3301

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

State:	Contractor:
Lisa Crozier-Green 525 West Allegan Constitution Hall, Third Floor Lansing, MI 48933 CrozierGreenL@michigan.gov 517-388-6626	Rod Yauch 17641 Stanton Avenue Atlantic Mine, MI 49905 rodyauch@gmail.com 906-370-3301

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

State:	Contractor:
Tim Melko 1990 US-41 Marquette, MI 49855 MelkoT@michigan.gov 906-226-1332	Rod Yauch 17641 Stanton Avenue Atlantic Mine, MI 49905 rodyauch@gmail.com 906-370-3301

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

STANDARD CONTRACT TERMS

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate Deductible Maximum: \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
Umbrella or Excess Liability Insurance	
Minimum Limits: \$5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

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

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

STANDARD CONTRACT TERMS

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

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

Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

- 8. Subcontracting.** Contractor may utilize subcontractors for Contract Activities but may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 9. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 10. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and

STANDARD CONTRACT TERMS

documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

- 11. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 12. Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
- 13. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 14. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards

STANDARD CONTRACT TERMS

set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 15. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.
- 16. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

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

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

STANDARD CONTRACT TERMS

any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

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

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

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

21. Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

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22. General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

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

23. Infringement Remedies. If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

24. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR

STANDARD CONTRACT TERMS

ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES

PAYABLE UNDER THIS CONTRACT. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

- 25. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 26. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
- 27. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or

STANDARD CONTRACT TERMS

subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

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

28. Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years

STANDARD CONTRACT TERMS

after the latter of termination, expiration, or final payment under this Contract or any extension (“**Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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

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

- 29. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
- 30. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate,

STANDARD CONTRACT TERMS

or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

31. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
32. **Prevailing Wage.** Contractor must comply with prevailing wage requirements to the extent applicable to this Contract.
33. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
34. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
35. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
36. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
37. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
38. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive

STANDARD CONTRACT TERMS

if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

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

- 39. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance.
- 40. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 41. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B – Part I	Location Specification Sheet
Schedule B – Part III	Vendors Price Quote

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

STANDARD CONTRACT TERMS

- 43. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 44. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 45. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 46. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Department of Natural Resources
Janitorial Services
DNR Baraga Customer Service Center
Contract Number 220000000405

SCOPE

This Contract is for Basic Monthly and Periodic Janitorial Services at the DNR Baraga Customer Service Center, 427 US-41, Baraga, MI 49908.

REQUIREMENTS

1. Requirements

1.1. General Requirements

- A. The Contractor agrees to provide all personnel, equipment, tools, materials, supervision, and other items and / or services necessary to perform the Contract Activities as described in Schedule A – Statement of Work. The purpose of this Contract is to maintain the facility in a clean and safe condition for use by State employees and DNR customers.
- B. The Contractor agrees to provide all supervision necessary to oversee all Contract Activities performed by Contractor personnel and / or subcontractors.
- C. The State reserves the right to approve personnel and / or subcontractors for the Contract Activities, and to require placement of personnel found unacceptable.
- D. The State reserves the right to modify the services required under this Contract to meet the State of Michigan's future needs.
- E. The State of Michigan will not pay for unperformed services, or for services performed on State Holidays unless pre-approved in writing (email acceptable) by the Program Manager or designee.
- F. State Holidays include:
 - New Year's Eve / New Year's Day
 - Martin Luther King, Jr. Birthday
 - Presidents Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Election Day (even numbered years)
 - Thanksgiving Day (Thursday and Friday)
 - Christmas Eve / Christmas Day

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

- 1.2 Specifications** - Following is a list of areas which may be included in this Contract, with DNR cleaning specifications for those areas. Areas included in this Section may not apply for every location.

This Specification Section should be used in connection with Schedule B – Part I, Location Specification Sheet (LSS). Areas included in this Contract are noted on the LSS.

If an area is marked on the LSS, refer to this Specifications Section for details on performance requirements and expectations.

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

1. Floors

- a. For routine cleaning, all floors are to be thoroughly cleaned, including under all easily moveable objects such as chairs, waste receptacles, floor mats, etc.
- b. Moved objects are not to be stacked on desks, tables or windows sill, or used in place of a step ladder, etc.
- c. For intense floor cleaning, all furniture readily moveable by one person, and intended to be moved frequently, must be moved during cleaning, then replaced in original position upon completion.
- d. Leave no dirt, trash or foreign matter under desks, tables or chairs.
- e. All vinyl / hard surface floors must be maintained to provide safe, anti-slip conditions.

2. Carpeted Floors

- a. All carpets and rugs shall be clean, free of spots, gum, crusted material, spillage, and removable stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing of carpet.
- b. As part of the vacuuming process spot cleaning should be performed to remove traces of spilled drinks, food, dirt, etc. Spot cleaning may also be requested by the Program Manager as needed.
- c. The Contractor must provide and use commercial grade equipment with HEPA filtered exhaust where water and / or snow does not present a problem. Commercial grade equipment includes standard upright, canister, or back-pack style vacuums (whichever provides the best value to the State).
 - i. If back-pack style vacuums are used, vacuuming with a beater brush vacuum must be performed one time per month.
 - ii. Back-pack vacuums should not be used in hallways and heavy traffic areas. Beater brush vacuums must be used.
- e. Vacuum rugs / floor mats. Remove rugs / floor mats and vacuum underneath.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- f. Broom edges and areas not reachable by equipment prior to vacuuming.
 - g. After vacuuming, carpet should be clean with no trace of dust balls, dirt or other debris.
- 3. Carpet Cleaning (Periodic)**
- a. Remove all moveable items and thoroughly vacuum area to be cleaned.
 - b. Pre-treat carpet with approved chemical at approved dilution. Solution must be applied so fibers remain damp until cleaned. Chemical should remain on carpet 10 – 15 minutes before beginning steam cleaning.
 - c. Steam clean carpet using truck-mounted and / or portable units which provide heat, pressure and extraction. Approved chemicals at proper dilution must be used.
 - d. Agitate using an approved motor driven brush.
 - e. A minimum of three cleaning passes and two vacuuming passes must be used.
 - f. Ensure all dirt and stains have been removed during the extraction process.
 - g. Thoroughly spray all cleaned carpet with approved carpet fiber protector at approved dilution.
 - h. Replace all items removed for cleaning. Block or tab any metal in contact with carpet fiber until dry. All blocks or tabs should be removed during the next scheduled regular area cleaning, provided the carpet is thoroughly dry.
- 4. Hard Surface (non-carpeted) Floors**
- a. Vacuum and remove all rugs, runners and mats.
 - b. Remove all moveable items.
 - c. Sweep floors with a broom / dustpan to remove trash, foreign matter, dirt and debris. Leave no dirt in corners, behind radiators, under furniture, behind doors or on stairs or landing. Leave no dirt where sweepings were picked up.
 - d. Dust mop non-carpeted floors with a clean dust mop, treated with an approved water-based dust control chemical.
 - e. Damp mop using a clean cotton mop head in good condition. Use clean water and change water frequently. Mop head must be damp, not saturated, and leave no excess water on floors.
 - f. Use only approved chemicals at proper dilution.
 - g. Finished floor must be clean, streak free, and free from strings, bristles, or dust streaks.
 - h. Damp mop all spills.
 - i. Damp mop and shine all high traffic vinyl floors.
 - j. Replace all rugs, runners, mats and moveable items.
- 5. Damp Mop**
- a. Vacuum and remove all rugs, runners and mats.
 - b. Remove all moveable items.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- c. Sweep floors with a broom and dustpan to remove visible dirt and debris. Leave no dirt in corners, behind radiators, under furniture, behind doors or on stairs or landing. Leave no dirt where sweepings were picked up.
- d. Dust mop non-carpeted floors with a treated mop.
- e. Damp mop using clean water. Empty, rinse and refill mop bucket as required to maintain clean water. Mop head must be only damp. Leave no excess water on floor.
- f. Finished floor must be clean, streak free, and free from strings, bristles, or dust streaks.
- g. Replace all rugs, runners, mats and moveable items.

6. Wet Mop

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

7. Spray Buff (Periodic)

- a. Vacuum and remove all rugs, runners and mats.
- a. Remove all moveable items.
- b. Spray buff areas must be properly prepared before spray buffing by removing carpet runners, dust mopping and damp mopping.
- c. Buffing machine, pad and spray buffing chemical must be approved by the Program Manager or designee.
- d. Begin spray buffing by lightly spraying area just to the left or right of buffer with approved spray buffing chemical at approved dilution. Rotary buffer will be worked back and forth over area lightly sprayed until floor has a high, streak free luster.
- e. 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.
- f. Do not allow buffer to run in one spot for too long to avoid burning the floor.
- g. Floor shall be dust mopped after spray buffing is completed.

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

- h. Replace all rugs, runners, mats and moveable items
- 8. Walls / Doors / Windows (Routine)**
 - a. Remove all cobwebs.
 - b. Spot clean walls.
 - c. Clean and polish entrance glass, pass-through glass, interior doors and sidelights, cubicle glass, reception or lobby area, security or social distancing glass. Remove all handprints, smudges and soil. If necessary, clean the entire door or window to accomplish this task.
 - d. Clean and polish any interior and exterior entryway windows visible to DNR Customers or staff when entering or exiting the building.
 - e. Clean / wipe switches, kick plates, and dust baseboards / radiators.
 - f. Dust window hangings, window blinds, and / or window ledges with a vacuum tool.
 - g. Wash and disinfect all surfaces on public water fountains with approved disinfectant.
- 9. Dusting and Spot Cleaning**
 - a. Dust all surfaces high and low including clocks and all horizontal surfaces where dust gathers, window sills, picture frames, log walls, taxidermy, etc.
 - b. Dust surfaces using the most effective method for that surface, either a treated dust cloth or vacuum tools.
 - c. Taxidermy Mounts (Periodic)**
 - Do not remove taxidermy before cleaning.
 - Do not vacuum.
 - Do not use chemical-based cleaners.
 - Touch no more than necessary.
 - Be gentle – take great care to ensure no damage to the item occurs.
 - When in doubt regarding the best method for cleaning taxidermy, contact the Program Manager for that location.
 - 1. Mammals – Dust with a lamb’s wool or feather duster, followed by gently wiping with a slightly damp lint-free cloth in the direction of hair growth.
 - 2. Antlers – Wipe with a slightly damp cloth.
 - 3. Fish or Reptiles – Dust with a lambs’ wood or feather duster, in the direction of scales. Do NOT use anything wet or damp when cleaning fish taxidermy.
 - 4. Birds – Dust with feather duster in the direction of feather growth.
 - 5. Habitat, rocks, driftwood, etc. Use canned, compressed air taking care not to use compressed air on the mount itself.
 - d. Do not move dust from spot-to-spot.
 - e. Leave no dust streaks.
 - f. Corners, crevices, molding and ledges should be free of dust and cobwebs.
 - g. Leave no oil spots or smudges on dusted surfaces.

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

- h. Horizontal surfaces requiring dusting include, but are not limited to, counter tops, file cabinets, tables, coat racks, partition tops, window ledges, door and window frame trim, etc.

10. Furniture – Hard Surface and Upholstered (Routine)

- a. Dust hard surfaces in common areas with the most effective method, either a treated dust cloth or vacuum tools. Dusting of personal work spaces (desks or cubicles) is not required. Do not move dust from spot-to-spot.
- b. Clean all lobby furniture hard surfaces and counters by the most appropriate means and disinfect when appropriate.
- c. Clean and disinfect all table surfaces and countertops in areas open to the public or for communal use by DNR staff.
- d. Dust all hard surface furniture, high and low, including flipper tops in cubicles and hallway file cabinets. Dusting of personal work surfaces (desks or cubicles) is not required.
- e. Vacuum and spot clean lobby and communal area upholstered furniture.

11. Furniture – Upholstered (Periodic)

- a. Steam clean all upholstered furniture.

12. Trash

- a. Waste containers in general office space and work areas and all cubicles must be emptied during each regular service day. DNR employees should not be disposing of food debris or containers in individual work areas. If food debris or containers are noticed in individual work areas, empty the container and notify the DNR Program Manager.
- b. Waste containers in restrooms, break rooms and conference rooms must be inspected, emptied, and liners replaced at each service.
- c. Empty waste receptacles into plastic bags, tie off and remove to Program Manager designated location.
- d. Dispose of items in waste containers only. If items are not in a waste container, only dispose of items clearly marked for disposal. When in doubt do not remove.
- e. Liners must be used in all waste receptacles and changed as needed.
- f. Wash and disinfect, inside and out, any waste receptacles presenting a soiled or odorous condition.

13. Recyclables

- a. Move full recycling containers to the loading dock or designated area and replace with an empty container.
- b. This does not include individual boxes on desks or in cubicles.

14. Window Blinds and Ledges (Periodic)

- a. Lower blinds and carefully vacuum and dust to remove debris, wipe clean if necessary.
- b. Raise blinds, vacuum and dust window frame and sill.
- c. Replace blinds in original position.

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- d. Clean any debris from furniture and floor below window.

15. Air Bars and Vents (Periodic)

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

16. Ceiling Light Diffusers (Periodic)

- a. Protect all surfaces below light fixture.
- b. Carefully remove or lower light diffuser, vacuum debris and wipe clean, and replace diffuser.
- c. Clean any debris from furniture and floor below fixture.

17. Clean Interior Walls (Periodic)

- a. Remove easily removable items from walls, dust and set aside.
- b. Cleaning of wall mounted taxidermy is included in Periodic Interior Wall Cleaning.
 - 6. Do NOT remove taxidermy mounts.
 - 7. Leave in place and clean per section 9, above.
 - 8. Cover wall mounted taxidermy to protect from damage during periodic wall cleaning.
- c. Move any easily moveable items away from the wall.
- d. Moved objects are not to be stacked on desks, tables or windows sill, or used in place of a step ladder, etc.
- e. Place a drop cloth at the base of the wall.
- f. Painted / Wallpapered Walls - Remove dust and cobwebs from walls with a broom wrapped in a clean towel. Do not use unwrapped broom bristles or dust mop.
- g. Log Walls – Remove dust and cobwebs from log walls with vacuum fitted with a clean, soft bristled upholstery brush. Pay special attention to tops (joints) of logs and any knot holes or grain indentations to ensure all dust, cobwebs and debris has been removed.
- h. With a damp (not wet) lint-free cloth or sponge, wash the walls with approved no-rinse cleanser at the proper dilution beginning at the bottom and working to the top to avoid runs and drip marks.
- i. Change cloth or sponge when beginning a new wall. Do not re-use cloth or sponge when cleaning walls painted different colors.
- j. Rinse or replace cloth or sponge often to avoid transferring dirt.
- k. Log walls – wipe dry to ensure no moisture remains in log joints, knot holes or grain indentations.

18. Clean Interior Doors / Both Sides (Periodic)

- a. Clean and disinfect all interior doors, both sides, using approved cleaning and disinfecting solutions at proper dilutions.
- b. Clean any glass.

B. Restrooms

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1. Signage

During working hours of building occupants or when employees are in the building, an approved “restroom closed for cleaning” sign must be placed in the restroom entrance to notify employees the restroom is closed for cleaning. Refer to Schedule B1 – Location Specification Sheet for working hours of building occupants.

2. Routine and Monthly Deep Cleaning of Toilets and Urinals

- a. Routine Toilet Cleaning – **ONLY acid-free toilet bowl cleaner** shall be used for routine daily cleaning.
- b. Monthly Deep Cleaning – Acid toilet bowl cleaner (10% acid or less) may be used once a month for deep cleaning **water-based** toilets and urinals.
- c. Do not use acid-based cleaner in waterless or cartridge-based urinals.
- d. Acid may be applied only on the interior of porcelain toilet or urinal.
- e. Do not apply acid-based cleaner to, or allow it to come in contact with, any surface other than inside porcelain toilet bowls or water-based urinals.

3. Cleaning and Sanitizing Toilets, Urinals and Partitions

- a. Thoroughly clean toilets, toilet seats, and urinals with approved acid-free toilet bowl cleaner, and rinse thoroughly.
- b. Completely wipe exterior of toilet, top and bottom of seat, urinal and all associated plumbing connections with approved disinfectant solution.
- c. Leave seats in upright position.
- d. Clean toilet and urinal partitions, walls and doors with approved germicidal solution and rinse thoroughly with clean water.
- e. Clean toilet and partition doors on both sides and disinfect touch points.
- f. Spot clean walls behind toilets or urinals with approved germicidal solution. Spot cleaning should be done the entire width of the fixture area, from a minimum of 12” above the fixture and all the way to the floor.

4. Sinks / Faucets and Spigots

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

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

- a. Dust all surfaces, ledges, fixtures, edges, shelves, exposed pipes, partitions, door frames, ceiling vents, lighting devices, clocks, taxidermy mounts, plaques, wall décor, etc. with attention to tops of horizontal surfaces.
- b. Using approved cleaning solution, thoroughly clean mirrors.
- c. Using approved cleaning solution, thoroughly clean all handicap rails, baby changing stations, hand dryers, paper towel dispensers, light switch covers, doors, hand and kick plates, and all touch points, etc. Wipe each surface with approved disinfectant solution and allow to air dry.

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- d. Spot clean and disinfect all walls around sinks, waste receptacles, handicap rails, baby changing stations, switch and plug covers, entrance doors (inside and out), etc., with approved germicidal solution.
- e. Empty, clean, and disinfect all sanitary napkin dispensers and waste receptacles.
- f. Empty waste receptacles into plastic bags, tie off and remove to designated location. Program Manager or designee will provide a designated waste location.
- g. Polish all chrome.
- h. Check all dispensers (i.e. hand soap, paper towels, toilet paper, etc). Refill as necessary. See Section 1.2(H) – Replenishable Supplies.

6. Restroom Floors and Walls

a. Routine Cleaning

- 1. Mops, scrub brushes or other items used in restrooms must never be used in other, non-restroom, areas.
- 2. Place approved “closed” sign at entrance to restroom.
- 3. Sweep floor with a broom and dustpan, removing all dirt and debris. Empty dirt / debris into trash bag and tie off.
- 4. Using a clean cotton mop head in good condition, and approved cleaning solution at the proper dilution, thoroughly damp mop floors.
- 5. Pay special attention to grout, corners of floor, behind urinals and toilets, under sinks, baseboards, and where stalls connect to the floor.
- 6. Rinse with clean water, changing water frequently and leaving no excess water on floor.
- 7. Damp mop with approved disinfectant solution and allow to air dry.
- 8. Empty used disinfectant down restroom floor drain.

b. Deep Cleaning / Scrub (Periodic)

- 1. Mops, scrub brushes or other items used in restrooms must never be used in other, non-restroom, areas.
- 2. Place approved “closed” sign at entrance to restroom.
- 3. Remove all movable objects from the area.
- 4. Apply approved cleaning solution at approved dilution to walls.
- 5. Do not allow solution to dry
- 6. Scrub walls with stiff bristle brush. Be sure any grout is clean.
- 7. Wipe walls with a sponge and clean water.
- 8. Apply approved cleaning solution at approved dilution to floors.
- 9. Scrub floors with stiff bristle brush. Be sure any grout is clean.
- 10. Pay special attention to grout, corners of floor, behind urinals and toilets, under sinks, baseboards, and where stalls connect to the floor.
- 11. Pick up dirty solution with wet vac.
- 12. Mop rinse area with a clean cotton mop head and clean water.
- 13. Mop rinse a second time with a clean cotton mop and clean water.

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14. Make sure all walls, doors, baseboards, etc. are thoroughly rinsed and free of splashes or debris.
15. When floor is dry, replace all objects moved from area.
16. Remove signs and reopen.

7. Showers

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

8. Visually Inspect Restroom.

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

C. Breakroom or Kitchen Area

1. Floors

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

2. Other

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

D. Furnace Room / Janitorial Closet

1. Keep clean as needed including the janitorial sink, mop buckets, floor, mop sink, floor drain, etc. to ensure this area remains clean and odor-free. Replace soiled mop heads frequently to prevent mold and mildew.

E. Basement / Storage (Periodic)

1. For locations with a basement or locations with lower level office space and basement storage space:

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- a. Dust all surfaces, ledges, fixtures, edges, shelves, exposed pipes, partitions, door frames, ceiling vents, lighting devices, clocks, taxidermy mounts, plaques, wall décor, etc. with attention to tops of horizontal surfaces.
- b. Remove easily moveable items. Elevate large or bulky items on pallets / wood blocks or by other means to allow air flow beneath and ensure no water damage to items.
- c. Sweep floors with a broom and dustpan and / or shop vac to remove visible dirt and debris. Leave no dirt in corners, behind radiators, under furniture, behind doors or on stairs or landing. Leave no dirt where sweepings were picked up.
- d. Scrub accessible floor areas with an appropriate scrub brush and approved chemicals at proper dilution.
- e. Remove soiled water with a wet vac.
- f. Exterior Areas**
 - 1. Pavement
 - a. Sweep pavement and remove cigarette butts to clean the area, including areas immediately surrounding ashtrays and entrances.
 - 2. Ashtrays
 - a. Empty and clean ashtrays at the exterior of the building
 - b. Sand receptacles must be cleaned by sifting sand. Add clean sand as needed.
 - c. Dry receptacles must be emptied and cleaned.
 - d. Cigarette or cigar butts, matches and other discarded material shall be removed from the receptacle and the receptacle wiped so that it is free of dust, ashes, odors, tar, streaks and nicotine stains.
- g. Cleaning Rags and Materials**
 - 1. The Contractor is responsible for removing, laundering and returning any soiled, State-supplied cleaning rags, sponges, or other such supplies as necessary to maintain items in a clean and sanitary condition.
- h. Materials, Treatment, Etc.**
 - 1. Chemicals, Cleaners and Finishes
 - a. The Contractor agrees to provide all cleaning supplies required to fulfill the Contract Activities. This includes, but is not limited, chemicals, cleaners and finishes for the treatment of various types of fixtures, plumbing, wall, flooring, carpeting, furniture, etc.
 - b. The use of powdered scouring cleansers is expressly prohibited.
 - c. The State prefers Contractors provide cleaning solutions, chemicals and finishes that do not require the use of aerosol cans or utilize chlorofluorocarbons to dispense product.
 - d. If the Contractor intends to utilize product in aerosol cans, the Contractor must disclose the product and receive written agreement from the Program Manager or designee.

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- e. The Contractor agrees to provide a complete list for Program Manager or designee approval of all proposed chemicals, cleaners and finishes prior to implementing their use on site.
 - f. The Contractor agrees to provide and maintain MSDS for all chemicals, cleaners and finishes on site. Location of MSDS documentation will be determined by the Program Manager or designee.
 - g. The State reserves the right to reject any cleaners, chemicals and finishes.
 - h. If any cleaners, chemicals or finishes are rejected by the Program Manager or designee, the Contractor agrees to immediately remove and provide an acceptable, approved alternate within 24 hours for Program Manager or designee approval.
 - i. The Contractor agrees to accept sole responsibility for preserving and protecting State-owned or occupied property against damage or deterioration.
- i. Replenishable Supplies**
- 1. When filling / re-filling dispensers, ensure dispensers are full but avoid overfilling.
 - 2. All replenishable supplies will be furnished by the DNR including:
 - a. Paper towels
 - b. Hand soap
 - c. Light bulbs
 - d. Toilet tissue
 - e. Plastic trash can / waste receptacle liners
- j. Emergency Cleaning**
- 1. When necessary, the Program Manager or designee will assign emergency cleaning tasks which may include, but are not limited to:
 - a. Mopping
 - b. Carpet extraction
 - c. Other
- k. Hazardous Conditions**
- 1. Conditions that are deemed hazardous, or that may be questionable (i.e. burned out lights, loose railings, loose ceiling tiles, exposed wiring, broken windows, etc.) must be:
 - 2. Immediately verbally reported to the Program Manager or designee.
 - 3. Written follow up to the Program Manager or designee within 24 hours. Written follow up should include a description of the hazardous condition, the specific location, and the date and time the condition was discovered.
- l. Mechanical / Equipment**
- 1. The Contractor agrees to furnish all mechanical and / or other equipment required to perform the Contract Activities.
 - 2. Equipment may include, but is not limited to:
 - a. Vacuums

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- b. Floor machines
- c. Gloves
- d. Eyewash
- e. Wet floor signs
- f. Cotton mop heads and handles
- g. Mop buckets
- h. Scrub pads
- 3. The Contractor shall remain responsible for the repair and maintenance of all equipment used in the performance of the Contract Activities.
- 4. Contractor owned equipment may be stored on site when not in use. Program Manager or designee will notify Contractor of proper storage location.
- 5. Contractor maintains sole responsibility for all Contractor property stored on site.
- 6. Equipment failure WILL NOT constitute an acceptable reason for failure to perform Contract Activities.
- 7. In the event of a mechanical breakdown, the Contractor must provide backup equipment so that janitorial services are performed as requested.

Backup Equipment:

<p>Non-working equipment will be repaired on site, if possible. Contractor has a spare vacuum and any other equipment 15 minutes away at another location that can be used in an emergency.</p>
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m. Inspection and Correction of Deficiencies

- 1. Performance Evaluations will be given to the Contractor noting exceptions in performance to the required specifications.
- 2. Contractor must correct deficiencies as follows:
 - a. Basic Janitorial Services – five day per week contracts - deficiency must be corrected within 8 business hours, two or three day a week contracts – deficiency must be corrected the next scheduled service day.
 - b. Periodic Services – deficiency must be corrected within 24 business hours.
- 3. Failure to perform or failure to correct deficiency within the specified time may result in a Vendor Performance entered against the Contractor, a deductible incident, and / or contract cancellation. Refer to Section 6.2 for detail regarding deductible incidents.

1.3. Warranties

- A. The State reserves the right to require additional warranties other than those identified by the Contractor.
- B. Damage to State-owned, Leased or Citizen-owned Property**

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

D. Health, Safety and Environmental Protection

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

1.4. Quality Assurance Program

- A.** The Contractor shall remain responsible for the supply, repair and maintenance of all equipment used in the performance of the Contract Activities.

1.5. Incentives

The Contractor is not offering quick payment terms.

1.6. Transition

A. Contract Execution:

1. The Contractor agrees to sign, date and return the Contract to the Contract Administrator within the timeframe specified.
2. The Contractor agrees to provide the Contract Administrator with a current certificate of liability insurance per the Standard Contract Terms, prior to beginning Contract Activities.

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B. Post-Contract Transition:

1. Transition In and Transition Out will be per Schedule B – Part II – Vendor Work Plan, or as agreed between the Contractor and DNR Program Manager, subject to Post-contract transition language is in the Standard Contract Terms.
2. Invoices must be sent within 45 days after expiration of contract. Any invoices received after 45 days will result in a non-payment of invoice.
3. The Contractor agrees, if required, to continue providing Contract Activities for the length of time specified in Section 21 of the Standard Contract Terms.

2. Service Levels

2.1. Time Frames

- A. The Contractor agrees all Contract Activities will be performed in compliance with all Schedule A and / or Schedule B requirements, or as requested by the Program Manager or designee.
- B. Contract Activities may commence upon receipt of a Delivery Order.
- C. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

2.2. Reporting

A. Reports and Forms

1. The Contractor agrees to provide all required reports and complete all required forms. The Program Manager or designee will provide Contractor with DNR required forms.
 - a. Reports and forms may include but are not limited to:
 - i. Maintenance Inspection Reports
 - ii. Damage Reports
 - iii. Accident / Incident Reports
 - iv. Contractor Evaluation
 - v. Time Keeping Reports
 - vi. MSDS Forms
 - c. The Contractor agrees all required forms will be completed at each service and maintained by the attendant.
 - d. The State reserves the right to require other reports or completion of additional forms.
2. Damage Reports
 - a. In all instances where State property or equipment is damaged, the Contractor shall submit to the Program Manager or designee a Damage Report containing the facts and extent of the damage. Damage reports must be submitted verbally within one hour of the damage, and in writing within twenty-four (24) hours of the damage.
3. Accident Reports

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- a. The Contractor shall comply with State of Michigan, OSHA, and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational injury or illness.
- b. The Contractor agrees to provide a verbal report to the Program Manager or designee within one hour of the accident, and a written report within twenty-four (24) hours of the accident.
4. Time Keeping
 - a. The Contractor agrees to provide monthly time sheets, submitted to the Program Manager or designee by the 15th of each month. The time sheets must include:
 - i. Employee name
 - ii. Dates worked
 - iii. Area worked
 - iv. Hours worked – including starting and quitting times
5. MSDS Forms
 - a. The Contractor agrees to maintain MSDS forms on site, in area designated by Program Manager or designee.

2.3. Meetings

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

3. Staffing

3.1 Key Personnel

- A. The Contractor agrees to employ, at a minimum, one Key Personnel defined by the State and a full-time Project / Regional / Area or Site Supervisor who will be directly responsible for the day-to-day operations of the Contract.

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

Key Personnel:	Rod Yauch
Location:	17641 Stanton Avenue, Atlantic Mine, MI
Telephone Number:	906-370-3301
Email Address:	rodyauch@gmail.com
Organizational Role:	Owner / Operator

3.2 Contractor Representative

- A. The Contractor agrees to appoint one (1) individual, specifically assigned to any resulting Contract who will be available to receive calls for service prior to 7:00 a.m. Monday – Friday, respond to notice of unacceptable conditions within four (4) business hours and respond to State inquiries regarding the Contract Activities.
- B. The Contractor agrees to notify the Contract Administrator at least ten (10) calendar days before removing or assigning a new Contractor Representative. The Contract Administrator will draft a Change Notice for signature by the Contractor.
- C. The Contractor agrees to identify the Contractor Representative, indicate where they will be physically located, provide contact information and describe the functions they will perform.

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Contractor Representative:	Rod Yauch
Location:	17641 Stanton Avenue, Atlantic Mine, MI
Telephone Number:	906-370-3301
Email Address:	rodyauch@gmail.com
Organizational Role:	Owner / Operator
Days / Times Available	24/7

3.2. Disclosure of Subcontractors

- A. The Contractor intends to utilize a subcontractor for interior and exterior window cleaning.
- B. The Contractor agrees subcontractors will be bound to the Contractor by the terms of any resulting Contract.
- C. The State reserves the right to review and approve any subcontractor or require replacement of unacceptable subcontractors. The State’s written approval of a subcontractor does not relieve the Contractor of any obligation or performance required under any resulting Contract.
- D. Any change in subcontractor(s) should be pre-approved, in writing (email is acceptable) by the Program Manager, with written notice (email) to the Contract Administrator.
- E. The State will direct payments for Contract Activities to the Contractor only. The State will not direct payment to a subcontractor.
- F. If the Contractor intends to utilize an alternate subcontractor for any portion of the Contract Activities including temporary staff, carpet or window cleaning services, etc., the Contractor agrees to provide the required information for the alternate subcontractor.

Subcontractor:	Rob Urbaniac
Business Name:	Copperdale Window Cleaning
Telephone:	989-948-7090
Email:	robert@copperdale.com
Services provided:	Window cleaning
Previous working relationship with Contractor:	Long term
Contract Activities to be performed:	Interior / exterior window cleaning

3.3. Project Work Plan

- A. Please see Schedule B – Part II – Vendor Work Plan for detail regarding:
 - 1. Equipment List
 - 2. Transition Plan
 - a. Transition In
 - i. Documentation of employee background checks and drug screening
 - ii. Introduction or employment of Key Personnel

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- iii. Training documentation for all site employees on cleaning, MSDS, etc.
- iv. Obtain keys or key cards from Program Manager or designee
- v. Security screening / clearance
- vi. Lead time required to hire employees
- vii. Lead time required to train employees
- b. Transition Out
 - i. Refer to Section 21 of the Standard Contract Terms for transition out responsibilities.
 - ii. Keys and key cards must be returned to the Program Manager or designee by the final date of service.
 - iii. Unreturned, lost, stolen, etc., keys and key cards shall remain the Contractor's responsibility. The cost to replace or rekey will be deducted from final invoice.
 - iv. In the event the Contractor, or employee(s) creates the need to reprogram the building security, the price of reprogramming will remain the Contractor's responsibility and will be deducted from the Contractor's final invoice.
- 3. Implementation Plan – Demonstrating the ability of your company to provide services for this location.
- 4. Staffing Plan detailing number of employees assigned to this location, roles and responsibilities, proposed man-hours, etc.
- 5. Contingency Plan – Detailing how you will handle sick or no-show employees.
- 6. Equipment List
- 7. Proposed Cleaners and Supplies

3.4 Security

A. Contractor Responsibilities

- 1. The Contractor's staff will be performing Contract Activities in State facilities and on State property. The Contractor agrees to provide background check and drug testing information to DNR Human Resources, if requested.
- 2. Background Checks
 - a. Contractor agrees to perform background checks on all employees and subcontractors and its employees prior to their assignment. Documentation must be provided upon request to the State of Michigan. Contractor is responsible for all costs associated with the processing the background checks. The State, in its sole discretion, may also perform background checks.
 - b. The State reserves the right to request additional background checks at the discretion of state agencies or branches of state government as outlined in the Standard Contract Terms document.
 - c. The Contract is contingent upon the Contractor's ability to supply workers capable of passing a criminal background check. The Contractor agrees to

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demonstrate the worker(s) has no felony convictions or pending felony charges that are substantially related to the contracted activities or services.

3. **Uniforms and Identification Badges**

a. The Contractor will wear a uniform when performing service.

B. DNR Human Resources Responsibilities

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

C. State Employee Responsibilities

1. State employees are required to report any potential concerns regarding security, theft, requests for reasonable suspicion testing, or substance abuse issues regarding the Contractor's employees to: Tim Melko.

D. Keys, Codes and Key Cards

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

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4. Pricing

4.1. Price Term

- i. This Contract is established with a specified Base Term and applicable Option Years.
3. Pricing is firm for the Base Term of the Contract.
4. Exception: Minimum Wage.
 - a. Minimum wage increase requests must be submitted to the Contract Administrator in writing (email is acceptable), received 60 days prior to the wage increase effective date, subject to review and verification of Contractor payroll records.

4.2. Price Changes

- A. Price Changes may be requested by the State or the Contractor.
- B. To be considered, price change requests must be submitted to the Contract Administrator in writing (email is acceptable), received 60 days prior to the Base Term or Option Year expiration date, and include written evidence documenting the change in costs.
- C. The State may consult or consider Consumer, Producer or other price indices or economic / industry data, may verify manufacturer or supplier letters noting the increase in pricing, and / or any other data the State deems relevant.
- D. Upon receipt of request and supporting documentation, the approving party will have 30 days to review the information and prepare a written response.
 1. If the changes are approved, the change will be documented by mutual execution of a written Change Notice, effective on the start date of the new Pricing Period.
 2. Changes requiring negotiation should be resolved within 30 days, unless extended by mutual agreement.
 3. The Contractor remains responsible for Contract Activities at the current price for all orders received prior to mutual execution of a written Change Notice documenting the price change and effective date of the new Pricing Period.

5. Ordering

5.1. Authorizing Document

- A. The appropriate authorizing document to begin Contract Activities will be properly executed delivery order (DO). Delivery orders will be provided to the Contractor via the email address in their SIGMA VSS account.

5.2 Order Verification

- A. The Contractor agrees to have internal controls to verify abnormal orders and to ensure that only authorized individuals place orders.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

6. Service Levels

6.1. Days and Times of Basic and Periodic Service

- A. The Contractor agrees to adhere to the approved days and times of Basic and Periodic Services as stated in Schedule B, Part I - Location Specification Sheet or as requested by the Program Manager.
- B. Contractor agrees all staff will remain actively working during specified times of service, except during regularly scheduled breaks.

6.2. Acceptance, Inspection and Testing

- A. The Program Manager or designee is the only individual authorized to determine whether the Contract Activities are acceptable.
- B. If the Program Manager or designee determine any portion of the Contract Activities are unacceptable, the Program Manager or designee will immediately notify the Contractor Representative by telephone with follow up written notice by email.
- C. Acceptance of Contract Activities is pursuant to Section 14 of the Standard Contract Terms.
- D. The following criteria may be used by the Program Manager to determine Acceptance of the Contract Activities.
 - 1. The Program Manager or designee may conduct site inspections for compliance with Schedule A specifications, Schedule B – Location Specification Sheet, or Program Manager requests.
 - 2. The Program Manager or designee will make final determination as to whether any task has been satisfactorily performed.
 - 3. The Program Manager or designee will notify the Contractor of deficiencies or identify areas requiring special attention.
 - 4. The Contractor agrees to correct deficiencies within the timeframe established for that deficiency. Failure to correct a deficiency may result in a deductible incident / contractual deduction.
 - 5. Areas requiring special attention may be addressed during the next scheduled service.

6.3. Deductible Incidents / Contractual Deductions

- A. Deductible Incidents include, but are not limited to:
 - 1. Failure to Respond to Emergency Situations
 - 2. Unsatisfactory Conditions
 - 3. Incomplete or Missing Records or Reports
 - 4. Inadequate or Unapproved Supplies
- B. Failure to Respond to Emergency Situations
 - 1. In the event of an emergency, the Program Manager or designee will telephone the assigned Key Personnel.
 - 2. Key Personnel failure to respond to the Program Manager or designee within two (2) hours of the initial call may result in a \$100.00 invoice deduction and an additional deduction of \$50.00 for every ½ hour of delay.
- C. Unsatisfactory Conditions

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

1. The Program Manager or designee is authorized to determine whether Contract Activities are satisfactory.
 2. If the Program Manager or designee determines any Contract Activity has not been adequately performed, the Program Manager or designee will immediately notify the Contractor of the unsatisfactory condition.
 3. If service is performed one day per week, the Contractor agrees to correct the unsatisfactory condition at the next scheduled service.
 4. Failure to correct the unsatisfactory condition within the specified time frame may result in a \$25.00 per day invoice deduction for the first day, and a \$100.00 deduction for each additional day.
- D. Incomplete or Missing Records or Reports
1. Incomplete or missing MSDS sheets may result in a \$25.00 per day invoice deduction.
 2. Failure to complete and submit any required report or form within specified time may result in a \$25.00 per day invoice deduction.
- E. Inadequate or Unapproved Supplies
1. Inadequate supplies, or unapproved supplies found on site, may result in a \$50.00 per day invoice deduction.

6.4. Contract Compliance

- A. If the Program Manager or designee determines the Contractor is non-compliant with the terms, conditions and / or specifications of the contract, the Program Manager or designee will provide verbal notice to the Contractor, provide direction on how the issue is to be resolved, and provide a timeframe in which to correct the issue. If the issue is not resolved as requested, the Program Manager will:
1. Notify the Contract Administrator of the issue and provide a written record of the issue(s) on non-compliance.
 2. The Contract Administrator will and provide the Contractor with:
 - a. Written notice of the situation, issue or description of the non-compliance,
 - b. State the applicable Contract terms,
 - c. Require the Contractor to provide a written Root Cause and Corrective Action Plan,
 - d. Specify a date by which the issue must be resolved, and
 - e. Monitor compliance to verify the issue has been resolved.
 3. If resolution is not achieved, or the issue arises again, the Program Manager or designee will:
 1. Note the ongoing issue in the annual Contract Monitoring Report and may enter a Vendor Performance Report in SIGMA VSS.
 4. Failure to comply with Contract specifications, terms and / or conditions may result in Contract cancellation. Please refer to the Standard Contract Terms for additional information.
 5. In the event a contract is cancelled, the State may award the contract to the next lowest qualified bidder.

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

7. Invoice and Payment

7.1. Invoice Requirements

- A. All invoices submitted to the State must include: (a) date; (b) delivery order number (doc I.D.); (c) quantity; (d) description of the Contract Activities; (e) unit price; and (f) total price.
- B. Prior to release of payment, invoices will be adjusted to account for any outstanding invoice deductions, damaged or missing items and / or liquidated damages.

7.2. Payment Methods

- A. The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) only.

7.3. Procedure / Payment Terms

- A. Payment terms are Net 45 Days after receipt of invoice (ARI).

8. Project Plan

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

9. Transition

- A. **Contract Execution:** The Contractor agrees to sign and date the Contract by the estimated Contract Start Date and provide a current certificate of liability insurance with the required coverage and limits of liability as stated in Section 6 of the Standard Contract Terms.
- B. **Post-Contract Transition:**
 - 1. Invoices must be received by the State within 45 days after expiration of contract. Any invoices received after 45 days may result in a non-payment of invoice.
 - 2. The Contractor agrees, if required, to continue providing Contract Activities for the length of time specified in Section 21 of the Standard Contract Terms.

10. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$500 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

SCHEDULE B – PART I

LOCATION SPECIFICATION SHEET

Department of Natural Resources
Janitorial Services
DNR Baraga Customer Service Center
Contract Number 22000000405

1. CONTRACT INFORMATION			
CONTRACT TERM:	THREE YEARS	OPTIONS:	TWO 1- YEAR
CONTRACT START DATE:	2/1/2022	CONTRACT END DATE:	1/31/25
CONTRACTING AGENCY:	DEPARTMENT OF NATURAL RESOURCES		
BUILDING NAME :	BARAGA CUSTOMER SERVICE CENTER		
BUILDING ADDRESS:	427 US-41 NORTH, BARAGA, MI 49908		
CRO "SET ASIDE"?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
SCHEDULED TO BE IN FUTURE?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
PROSPERITY REGION / COUNTY:	REGION: 1 – UPPER PENINSULA COUNTY: BARAGA		
2. PROCUREMENT CONTACT INFORMATION			
CONTACT	NAME	EMAIL	PHONE
CONTRACT ADMINISTRATOR:	LISA CROZIER-GREEN	CROZIERGREENL@MICHIGAN.GOV	517-388-6626
PROGRAM MANAGER:	TIM MELKO	MELKOT@MICHIGAN.GOV	906-226-1332

SCHEDULE B – PART I

LOCATION SPECIFICATION SHEET

BUILDING LOCATION INFORMATION			
DNR EMPLOYEES	WORK DAYS	WORK HOURS	
17	M - F	8:00 a.m. – 5:00 p.m.	
CLEANING FREQUENCY	DAYS	TIMEFRAME	
2 X PER WEEK	Tue & Fri	4:00 P.M. – 7:00 A.M.	
TOTAL SQ. FT. TO BE CLEANED:	3,300	STORIES IN BUILDING:	1
SQ. FT. CARPET:	2,776	CARPETED AREA(S): <input checked="" type="checkbox"/> CLOSED OFFICES - 11 <input checked="" type="checkbox"/> CUBICLES – 3 <input checked="" type="checkbox"/> CONFERENCE ROOMS – 1 <input checked="" type="checkbox"/> RECEPTION AREA	
SQ. FT CERAMIC TILE:	212	CERAMIC TILED AREA(S): <input checked="" type="checkbox"/> RESTROOMS – 2 <input type="checkbox"/> HALLWAY <input type="checkbox"/> KITCHEN <input type="checkbox"/> OTHER COPY ROOM, ENTRANCE	
SQ. FT. VINYL COMPOSITE TILE:	100	VCT AREA(S): <input checked="" type="checkbox"/> FRONT STAIRS <input checked="" type="checkbox"/> ELEVATOR	
SQ. FT. CONCRETE:	212	AREA(S): <input checked="" type="checkbox"/> FURNACE ROOM <input checked="" type="checkbox"/> BACK ENTRANCE STAIR WELL	
SQ. FT. OTHER FLOORING _____	0	<input type="checkbox"/> AREA NONE	
NUMBER OF RESTROOMS IN BUILDING:	2	NUMBER OF FIXTURES FOR BUILDING RESTROOM(S):	SINKS 2 TOILETS 2 URINALS 1
IS WINDOW CLEANING REQUIRED?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

SCHEDULE B – PART I LOCATION SPECIFICATION SHEET

BASIC JANITORIAL SERVICES	FREQUENCY		
	DAILY	WEEKLY	MONTHLY
DAILY SERVICES COMPLETED EACH TIME SCHEDULED TO CLEAN.			
GENERAL ROOM CLEANING – ALL CONTRACT AREAS EXCEPT RESTROOMS			
a. VACUUM CARPET. REMOVE SPOTS / STAINS FROM CARPET.	X		
b. SWEEP & DAMP MOP HARD SURFACE FLOORS.	X		
c. EMPTY AND CLEAN WASTE RECEPTACLES. REPLACE LINERS.	X		
d. CLEAN AND DISINFECT DRINKING FOUNTAINS, DOOR HANDLES, LIGHT SWITCHES	X		
e. CLEAN AND DISINFECT ALL TABLE TOPS AND COUNTERTOPS	X		
f. CLEAN AND POLISH ALL ENTRANCE AND LOBBY GLASS.			X
g. SPOT CLEAN WALLS, PARTITIONS, DOORS, SWITCHES, ETC.	X		
h. DUST ALL EASILY REACHABLE TAXIDERMY MOUNTS.			X
i. CLEAN / DISINFECT LOBBY FURNITURE HARD SURFACES, VACUUM UPHOLSTERY.		X	
j. DUST HIGH AND LOW, AND ALL HORIZONTAL SURFACES WHERE DUST GATHERS	X		
k. REMOVE ALL COBWEBS	X		
l. SPOT CLEAN WALLS, PARTITIONS, DOORS, SWITCHES, ETC.	X		
m. CLEAN AND DISINFECT ALL HANDRAILS AND DOORKNOBS	X		
n. CLEAN AND DISINFECT SINKS AND FAUCETS	X		
RESTROOMS	DAILY	WEEKLY	MONTHLY
a. CLEAN AND DISINFECT TOILETS AND URINALS – ROUTINE	X		
b. CLEAN AND DISINFECT TOILETS AND URINALS – MONTHLY DEEP CLEANING			X
c. CLEAN AND DISINFECT WALLS / PARTITIONS	X		
c. CLEAN AND DISINFECT SINKS, FAUCETS, SPIGOTS	X		
d. CLEAN GLASS AND MIRRORS	X		
e. DUST HIGH AND LOW , REMOVE COBWEBS		X	
f. CLEAN AND DISINFECT ALL SURFACES AND TOUCH POINTS	X		
h. MAINTAIN FLOOR DRAIN / TRAP FREE OF ODORS	X		
i. EMPTY, CLEAN AND DISINFECT WASTE RECEPTACLES. REPLACE LINERS.	X		
j. CLEAN AND DISINFECT DOOR HANDLES , LIGHT SWITCHES	X		
k. CLEAN, DISINFECT AND FILL DISPENSERS	X		
l. SWEEP AND WET MOP FLOOR	X		
m. REPLACE WASTE RECEPTACLES AND VISUALLY INSPECT RESTROOM	X		
BREAKROOM OR KITCHEN AREA	DAILY	WEEKLY	MONTHLY
a. DUST MOP OR SWEEP FLOOR	X		
b. DAMP MOP	X		
c. CLEAN / DISINFECT SINK, FAUCET, COUNTER, APPLIANCE HANDLES / EXTERIORS, ETC.	X		
d. CLEAN, DISINFECT AND FILL DISPENSERS	X		
JANITOR CLOSET	DAILY	WEEKLY	MONTHLY
a. RINSE AND CLEAN MOP BUCKETS			X
b. CHECK MOP HEADS, REPLACE AS NECESSARY			X
c. SCRUB SINK AND / OR MOP WELL			X
d. SWEEP AND MOP FLOOR			X
e. KEEP DRAINS CLEAN AND ODOR FREE			X
EXTERIOR	DAILY	WEEKLY	MONTHLY
a. EMPTY TRASH AND ASHTRAYS, REPLACE TRASH LINERS	X		
b. SWEEP AND CLEAN OUTSIDE AREA AND VESTIBULE AT ALL ENTRANCES	X		

PERIODIC SERVICES	QUARTERLY	SEMI ANNUAL	ANNUAL
a. CARPET CLEANING – FULL CONTRACT AREA			X
b. SPRAY BUFF HARD SURFACE FLOORS – FULL CONTRACT AREA		X	
c. UPHOLSTERED FURNITURE – STEAM CLEAN			X
d. DUST AND CLEAN WINDOW BLINDS AND LEDGES		X	
e. DUST AND CLEAN AIR BARS AND VENTS		X	
f. CLEAN CEILING LIGHT DIFFUSERS			
g. CLEAN INTERIOR WALLS AND WALL MOUNTED TAXIDERMY		X	
h. CLEAN INTERIOR DOORS / BOTH SIDES	X		
i. DEEP CLEAN / SCRUB RESTROOM WALLS		X	
j. DEEP CLEAN / SCRUB RESTROOM FLOORS	X		
k. CLEAN WINDOWS ON EXTERIOR OF BUILDINGS (INSIDE AND OUTSIDE)		X	
l. CLEAN WINDOWS ON INTERIOR OF BUILDING (INSIDE AND OUT)		X	

NOTE:

SERVICES REQUESTED BY THE PROGRAM MANAGER OR DESIGNEE WHICH ARE BEYOND THE SCOPE OF THIS SERVICE CONTRACT MAY BE BILLED SEPARATELY BY THE CONTRACTOR AT THE HOURLY RATE QUOTED FOR ADDITIONAL / EMERGENCY SERVICES.

NOTES AND ADDITIONAL INFORMATION

- ALL CLEANING SCHEDULES ARE TO BE ESTABLISHED WITH AND APPROVED BY THE PROGRAM MANAGER OR DESIGNEE AT THE BEGINNING OF THE CONTRACT PERIOD. SERVICE DELIVERY BEGIN DATE WILL BE DETERMINED BY PROGRAM MANAGER OR DESIGNEE. ANY DEVIATION FROM THE ESTABLISHED SCHEDULE MUST BE PRE-APPROVED BY THE PROGRAM MANAGER OR DESIGNEE
- ALL PERIODIC SERVICES MUST BE PRICED AND INVOICED SEPARATELY FROM THE BASIC SERVICES. SCHEDULING, DELIVERY AND PERFORMANCE OF ALL PERIODIC SERVICES MUST BE PRE-APPROVED BY THE PROGRAM MANAGER OR DESIGNEE.

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

REPLENISHABLE ITEM	PROVIDED BY
PAPER TOWELS	DNR
HAND SOAP	DNR
TOILET TISSUE	DNR
PLASTIC TRASH CAN LINERS	DNR
AIR FRESHENERS	DNR

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

ALL CLEANING SUPPLIES MUST BE PRE-APPROVED BY THE PROGRAM MANAGER OR DESIGNEE. MSDS SAFETY DATA SHEETS MUST BE PROVIDED TO THE PROGRAM MANAGER OR DESIGNEE AND MAINTAINED ON SITE IN DESIGNATED LOCATION

SCHEDULE B - VENDOR PRICE QUOTE

**Janitorial Services
 DNR Baraga Customer Service Center
 Contract Number 22000000405**

1. Price proposal includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State.
2. The Contractor is not offering quick payment terms.
3. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

Service	Frequency	Price/Month	Annual	5-Year Quote
Basic Janitorial Service	2 / Wk.	\$598.68	\$7,184.22	\$35,921.08
Periodic Services	Frequency	Price per Occasion	Annual	
Carpet Cleaning - Full Contract Area	1 / Yr.	\$600.00	\$600.00	\$3,000.00
Spray Buff Hard Surface Floors – Full Contract Area	2 / Yr.	\$ 50.00	\$100.00	\$500.00
Steam Clean Upholstered Furniture	1 / Yr.	\$150.00	\$ 150.00	\$750.00
Dust and Clean Window Blinds and Ledges	2 / Yr.	\$100.00	\$200.00	\$1,000.00
Dust and clean air bars and vents	2 / Yr.	\$100.00	\$200.00	\$1,000.00
Clean Interior Walls and Wall Mounted Taxidermy	2 / Yr.	\$500.00	\$1,000.00	\$5,000.00
Clean Interior Doors / Both Sides	4 / Yr.	\$ 50.00	\$200.00	\$1,000.00
Deep clean / scrub restroom walls	2 / Yr.	\$ 80.00	\$160.00	\$800.00
Deep clean / scrub restroom floors	4 / Yr.	\$ 80.00	\$320.00	\$1,600.00
Clean exterior windows, inside and out	2 / Yr.	\$950.00	\$1,900.00	\$9,500.00
Clean interior windows, both sides	2 / Yr.	\$300.00	\$600.00	\$3,000.00
Total Annual Quote			\$12,614.22	
5-Year Contract				\$63,071.08