



# STATE OF MICHIGAN PROCUREMENT

## Department of Transportation

425 W. Ottawa Street, Lansing, MI 48933  
PO Box 30050, Lansing, MI 48909

### CONTRACT CHANGE NOTICE

Change Notice Number 1  
to  
Contract Number 210000000726

<b>CONTRACTOR</b>	Lawn and Snow Outdoor Maintenance	<b>STATE</b>	Ken Filpus	MDOT
	168 Caspian Cut-Off Rd.		(906) 241-5333	
	Iron River, MI 49935		Filpusk@michigan.gov	
	Mariappa David Thomas		Mark Morrison	MDOT
	(906) 284-0206		(517) 275-1834	
	Lawnandsnow4u@gmail.com		MorrisonM@michigan.gov	

### **CONTRACT SUMMARY**

**DESCRIPTION:** Janitorial and Grounds Maintenance services for three (3) Roadside Parks in Baraga County (Baraga Cliff, Canyon Falls and Tioga Creek) for MDOT.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
4/30/2021	4/29/2024	2, 1 year options	4/29/2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
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			

### **DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 Years	<input type="checkbox"/>		4/29/2026
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$167,580.00		\$125,000.00	\$292,580.00	
<b>DESCRIPTION:</b> Upon execution two option year renewals are being exercised, the revised end date is 4/29/2026. The Contract funding is also increased by \$125,000.00 to cover estimated usage during the option years per RQN 240000001551. All other terms, conditions, and specifications remain the same. Per contractor and agency agreement.				

**FOR THE CONTRACTOR:**

**Lawn and Snow Outdoor Maintenance**  
Company Name

**Authorized Agent Signature**

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**Authorized Agent (Print or Type)**



**FOR THE STATE:**

**Signature**

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**For Director**  
**Michigan Department of Transportation**  
Agency



**STATE OF MICHIGAN PROCUREMENT**  
**Department of Transportation**  
425 West Ottawa Street, Lansing, MI 48933

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. 210000000726

between

**THE STATE OF MICHIGAN**

and

Lawn and Snow Outdoor Maintenance
168 Caspian Cut-Off Rd.
Iron River, MI 49935
Mariappa David Thomas
(906) 284-0206
<a href="mailto:Lawnandsnow4u@gmail.com">Lawnandsnow4u@gmail.com</a>

	John Pietrzyk	MDOT
Program Manager	(906) 280-7740	
	<a href="mailto:Pietrzykj@michigan.gov">Pietrzykj@michigan.gov</a>	
Contract Administrator	Mark Morrison	MDOT
	(517) 275-1834	
	<a href="mailto:Morrisonm@michigan.gov">Morrisonm@michigan.gov</a>	

**CONTRACT SUMMARY**

<b>DESCRIPTION:</b> Janitorial and Grounds Maintenance services for three (3) Roadside Parks in Baraga County (Baraga Cliff, Canyon Falls and Tioga Creek) for MDOT.			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
04/30/2021	04/29/2024	2, 1-year	
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
Net 45			
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-card	<input type="checkbox"/> Payment Request (PRC)	<input checked="" type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>MINIMUM DELIVERY REQUIREMENTS</b>			
<b>MISCELLANEOUS INFORMATION</b>			
The Contract Agreement is awarded on the basis of the inquiry bearing the solicitation number 21000001361			
<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION</b>		\$167,580.00	

**FOR THE CONTRACTOR:**

**Lawn and Snow Outdoor Maintenance**  
Company Name

\_\_\_\_\_  
**Authorized Agent Signature**

\_\_\_\_\_  
**Authorized Agent** (Print or Type)

**4/12/2021**

\_\_\_\_\_  
Date

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Michigan Department of Transportation**  
**Agency**

**4/15/2021**

\_\_\_\_\_  
Date



## STANDARD CONTRACT TERMS

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This STANDARD CONTRACT ("Contract") is agreed to between the State of Michigan (the "State") and Lawn and Snow Outdoor Maintenance ("Contractor"), a Limited Liability Company. This Contract is effective on April 30, 2021 ("Effective Date"), and unless terminated, expires on April 29, 2024.

This Contract may be renewed for up to two (2) additional one-year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

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

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

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

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

## STANDARD CONTRACT TERMS

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

If to State:	If to Contractor:
Mark Morrison MDOT-Contract Services Division 425 W. Ottawa Street Lansing, MI 48933 <a href="mailto:Morrisonm@michigan.gov">Morrisonm@michigan.gov</a>	Mariappa David Thomas Lawn and Snow Outdoor Maintenance 168 Caspian Cut-Off Rd. Iron River, MI 49935 <a href="mailto:Lawnandsnow4u@gmail.com">Lawnandsnow4u@gmail.com</a>
(517) 275-1834	(906) 284-0206

**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:
Mark Morrison MDOT-Contract Services Division 425 W. Ottawa Street Lansing, MI 48933 <a href="mailto:Morrisonm@michigan.gov">Morrisonm@michigan.gov</a>	Mariappa David Thomas Lawn and Snow Outdoor Maintenance 168 Caspian Cut-Off Rd. Iron River, MI 49935 <a href="mailto:Lawnandsnow4u@gmail.com">Lawnandsnow4u@gmail.com</a>
(517) 275-1834	(906) 284-0206

**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:
John Pietrzyk 301 Winter Street L'Anse, MI 49946 <a href="mailto:Pietrzykjmichigan.gov">Pietrzykjmichigan.gov</a>	Mariappa David Thomas Lawn and Snow Outdoor Maintenance 168 Caspian Cut-Off Rd. Iron River, MI 49935 <a href="mailto:Lawnandsnow4u@gmail.com">Lawnandsnow4u@gmail.com</a>
(906) 280-7740	(906) 284-0206

**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-



# STANDARD CONTRACT TERMS

contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<b>Minimum Limits:</b> <b>\$1,000,000 Each Occurrence</b> <b>\$1,000,000 Personal &amp; Advertising Injury</b> <b>\$2,000,000 Products/Completed Operations</b> <b>\$2,000,000 General Aggregate</b>	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.
<b>Deductible Maximum:</b> <b>\$50,000 Each Occurrence</b>	Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
<b>Minimum Limits:</b> <b>\$5,000,000 General Aggregate</b>	Contractor must have their policy follow form.
<b>Automobile Liability Insurance</b>	
<b>Minimum Limits:</b> <b>\$1,000,000 Per Accident</b>	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.
<b>Workers' Compensation Insurance</b>	
<b>Minimum Limits:</b> <b>Coverage according to applicable laws governing work activities.</b>	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<b>Minimum Limits:</b> <b>\$500,000 Each Accident</b> <b>\$500,000 Each Employee by Disease</b> <b>\$500,000 Aggregate Disease</b>	

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.



## STANDARD CONTRACT TERMS

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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.

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

- 7. Reserved.**
- 8. Reserved.**
- 9. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
- 10. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 11. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 12. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained



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by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

- 13. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 14. Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.  
In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
- 15. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 16. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("State Review Period"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance



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at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

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

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

- 17. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.
- 18. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
- 19. Reserved.**
- 20. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities 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



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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.

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

## STANDARD CONTRACT TERMS

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within this Contract will not be construed to mean that other breaches are not material.

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

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

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all



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completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "Transition Responsibilities"). This Contract will automatically be extended through the end of the transition period.

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

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

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

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

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- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 28. Limitation of Liability and Disclaimer of Damages.** **IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 29. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 30. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
- 31. Reserved.**
- 32. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.



## STANDARD CONTRACT TERMS

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**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.

- a. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- b. 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



## STANDARD CONTRACT TERMS

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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.

- c. 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.
- d. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

**33. Reserved.**

**34. Reserved.**

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



## **STANDARD CONTRACT TERMS**

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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.

- 36. 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.
- 37. 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

## STANDARD CONTRACT TERMS

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than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 38. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 39. Reserved.**
- 40. Reserved.**
- 41. 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.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. 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.

## STANDARD CONTRACT TERMS

**46. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

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

**47. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

**48. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

**49. 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	Location Specification Sheets and Pricing for Green School, Manistique River and Thompson Roadside Parks

**50. 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

## STANDARD CONTRACT TERMS

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THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE.  
ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND  
EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF  
ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES  
AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

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

# **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

**Contract No. 210000000726**

**Janitorial/Grounds Maintenance Services for Three (3) Roadside Parks in Baraga County**

## **BACKGROUND**

The Michigan Department of Transportation (MDOT) provides Roadside Parks for the motoring public to use to take a break from the rigors of travel. The parks typically have pit vault-type restrooms, a hand pump for drinking water, picnic tables, grills, and a mowed area for walking. Roadside Park facilities must be kept safe and clean for motorists.

## **SCOPE**

The Contractor shall provide janitorial and grounds maintenance services at the following roadside parks:

- Baraga Cliff Roadside Park
- Canyon Falls Roadside Park
- Tioga Creek Roadside Park

Contract Activities shall be performed during the period roadside parks are open (the “season”) – typically mid-April to end of October. MDOT roadside parks are closed between the end of October to mid-April.

The State reserves the right to modify the services required under the Contract to meet future needs including adding locations within the Region.

## **REQUIREMENTS**

The Contractor must provide all personnel, equipment, tools, materials, supervision and any other items and/or services necessary to perform the Contract Activities as specified herein. The objective is to maintain the facilities in such a manner that the location provides a clean, healthy, and safe environment for motorists and visitors.

### **1. General Requirements**

#### **1.1. Janitorial Specifications**

The Contractor must provide janitorial services that meet the specifications as stated in Schedule B.1 Janitorial Specifications.

#### **1.2. Call Backs**

The Contractor is expected to respond to “call back” from the Program Manager, or designated representative, to site specific complaints (graffiti, messy conditions, etc.) at the roadside parks, outside of the normal hours detailed in this contract. The “call

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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“back” is expected to be infrequent in nature and shall be considered incidental to the contract unit price for JANITORIAL/GROUNDS MAINTENANCE.

### **1.3. Grounds Maintenance Specifications**

The Contractor must provide grounds maintenance services and equipment that meet the specifications as stated in Schedule B.2 Grounds Maintenance Specifications.

### **1.4. Damages**

#### **A. Damage to Grounds**

- 1) Prior to the beginning of each mowing season, the Contractor and the Program Manager may review the grounds to identify any existing damages to landscape items.
- 2) The Contractor will be held liable for all damage done, as a result of grounds maintenance operations, to fixed objects such as signs, posts, buildings, sprinkling system and all vegetation including turf, trees, shrubs, flower beds and desirable natural growth. Damage shall include among other things; skinning, scraping, breaking of tree limbs or gouging of trees or shrubs and rutting, scalping or tearing turf.
- 3) Costs associated with damages caused by the Contractor to plant material will be assessed based on current Michigan Forestry and Park Association's Michigan Tree Evaluation Guidelines.
- 4) The Contractor shall make all turf damage repairs.
  - a. Seed shall meet purity and germination requirements as specified by the Program Manager.
  - b. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to seeding.
  - c. Seeding will only be allowed from April 15 through May 31, and August 15 through September 30, unless otherwise directed by the Program Manager.
- 5) All other property damage will be assessed for actual replacement costs including labor, materials, and equipment.
- 6) The Contractor will be billed for all costs related to the damages caused by his/her operation or be required to repair the damages as directed by the Program Manager.

#### **B. Damage to State-owned or Leased or Citizen-owned Property**

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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- 1) In all instances where State-owned or leased, or Citizen-owned property or equipment is damaged, the Contractor must notify the Program Manager or designee of the facts and extent of the damage.
  - a. Verbal notification within one hour of the damage or discovery of damage, AND
  - b. Written notification 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 (e.g., 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.

### **1.5. No Advertising**

- A. Vendor will not display Contractor's business at site location with signs or displays.

### **1.6. Health, Safety and Environmental Protection**

- A. The Contractor shall conform to all applicable federal, state and local laws and to the requirements of the Contract.
- B. In performing the Contract Activities, the Contractor shall:
  - 1) Take all reasonable precautions to prevent the release of hazardous chemicals into the environment.
  - 2) Take all additional precautions the Program Manager or designee requires.

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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- C. Any violation of the health, safety and environmental rules may be grounds for termination of the Contract.

### **1.7. Other Requirements**

- A. The Contractor and/or Contractor employees DO NOT have the authority to permit any use of the facility. The Contractor and/or employee shall report any activity of which they were not previously aware to the Program Manager upon discovery of the unauthorized activity.
- B. Contractor's vehicle(s) are not allowed on sidewalk and lawn areas. Parking area will be designated by MDOT.
- C. Any requests for information by any news media organization (newspapers, TV stations, radio, etc.) shall immediately be directed to the Program Manager. The Contractor and/or his/her employees shall not speak on behalf of MDOT.

### **1.8. Post-Contract Transition**

Invoices must be sent within 45 days after expiration of the Contract. Any invoices received after 45 days will result in a non-payment of invoice.

## **2. Service Levels**

### **2.1. Time Frames**

All Contract Activities must be delivered according to the schedule specified in the LSS and agreed between the Contractor and Program Manager. If additional vault pumping is requested by the Program Manager, pumping must be completed within five business days.

### **2.2. Training**

The Contractor must provide adequate, proper training for all attendants.

The Contractor must explain training that is included in its proposal, as well as any additional training capabilities available and related costs, if any.

### **2.3. Reporting**

- A. Monthly Schedule. The Contractor shall submit a schedule of the date(s) the Monthly Janitorial Tasks will be performed, and the mowing schedule. The schedules shall be submitted to the Program Manager by the first day of each month.

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

### **2.4. Meetings**

The Contractor must meet with the Program Manager, prior to the beginning of each mowing season, to review the grounds and identify any existing damages to landscape items.

The State may request other meetings as it deems appropriate.

### **3. Staffing**

#### **3.1. Contractor Representative**

The Contractor must appoint one individual specifically assigned to State of Michigan accounts who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Representative”).

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

Mariappa David Thomas
168 Caspian Cut-Off Rd. Iron River, MI 49935
(906) 284-0206
<a href="mailto:Lawnandsnow4u@gmail.com">Lawnandsnow4u@gmail.com</a>
President/Owner

#### **3.2. Key Personnel**

The Contractor must appoint at least one individual who will function as a full-time Project Manager or Site Supervisor (“Key Personnel”). Key Personnel shall act as the Contractor’s designated representative at the specified Contract locations. Key Personnel must be trained and qualified to directly supervise and be responsible for the day-to-day operations of the Contract. Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within eight business hours.

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. General employees or attendants are not acceptable as Key Personnel.

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.

The State reserves the right to approve Key Personnel and to require replacement of any Key Personnel found to be unacceptable at any time during the Contract term. The State may request a résumé and conduct an interview before approving the initial assignment or a change to Key Personnel. The State may require a 30-calendar day training period for replacement personnel.

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

<b>1) Key Personnel: Mariappa David Thomas</b>
<b>2) Physical Location of Key Personnel: 168 Caspian Cut-Off Rd</b>
<b>3) Phone Number: 9062840206</b>
<b>4) Email Address: Lawnandsnow4u@gmail.com</b>
<b>5) Organizational Role: Management</b>
<b>6) Functions Key Personnel will perform: Supervise</b>
<b>Qualifications: 10 years of MDOT contract management</b>
<b>1. Relevant Experience: 10 years of park maintenance</b>

### **3.3. Non-Key Personnel**

The Contractor must provide adequate site staff (Non-key Personnel), during the hours specified and for the duration of the Contract term, to perform Contract Activities in an expeditious and professional manner. Non-key Personnel shall be able to understand and speak the English language.

The State reserves the right to approve Non-key Personnel and to require replacement of any Non-key Personnel found to be unacceptable at any time during the Contract term.

The Contractor must notify the Contract Administrator at least 5-calendar days before removing or assigning non-key personnel.

### **3.4. Disclosure of Subcontractors**

The Contractor must disclose if it intends to utilize subcontractors in the performance of Contract Activities. SUBCONTRACTED WORK IS LIMITED TO THE LAWN MAINTENANCE, LAWN AERATION, VAULT PUMPING, AND/OR SPRING AND FALL CLEANUP ITEMS ONLY.

<b>The legal business name, address, telephone number of the subcontractor(s):</b>	North Country Septic Pumping, Drain Cleaning and Inspections. 9062849246
<b>A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities:</b>	Septic Pumping
<b>The relationship of the subcontractor to the Bidder:</b>	NA

## SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

<b>Whether the Bidder has a previous working experience with the subcontractor.</b>	YES, they currently pump out all the other vaults we currently maintain.
<b>If yes, provide the details of that previous relationship:</b>	
<b>A complete description of the Contract Activities that will be performed or provided by the subcontractor:</b>	
<b>Of the total bid, the price of the subcontractor's work:</b>	NA

### 4. Pricing

#### 4.1. Price Term

Pricing is firm for the initial term of the Contract. Adjustments may be requested, in writing, by either party at the time a renewal option is requested.

#### 4.2. Price Changes

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

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

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

### 5. Ordering

#### 5.1. Authorizing Document

The appropriate authorizing document to begin Contract Activities will be properly executed delivery order (DO).

#### 5.2. Order Verification

The Contractor must have internal controls to ensure only authorized individuals place orders and must verify abnormal orders with the Program Manager.

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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### **6. Service Levels**

#### **6.1. Work Schedule**

- A. The Contractor shall adhere to the days and times of Contract Activities as detailed in the Location Specification Sheet.

#### **6.2. Acceptance and Inspection**

- 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 will be used by the State to determine Acceptance of the Contract Activities under this RFP.
  - 1) The Program Manager or designee will conduct inspections for compliance with Section 1.1 Specifications and site-specific requirements in compliance with the Location Specification Sheet, noting any deficiencies. The Program Manager or designee will make the final determination as to whether any task has been satisfactorily performed.
  - 2) The Program Manager or designee will maintain a record of complaints from the agency or departmental staff and provide record of complaints to the Contractor. The record will identify areas requiring special attention, on the day the complaint was received, which must be completed by the Contractor within eight business hours of receipt.
- E. The Contractor must remain responsible to make any necessary changes if the Program Manager or designee determines that any task has not been performed adequately or satisfactorily. Contractor must correct the deficiency within 8 business hours for daily service issues, and within 24 business hours for periodic services, or sooner, depending on the severity of the task.

#### **6.3. Contractual Deductions**

Deductible Incidents include, but are not limited to:

- A. Failure to Respond to Emergency Situations
  - 1) In the event of an emergency, the Program Manager or designee will telephone the assigned Key Personnel.

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

- 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.

### **B. Unsatisfactory Conditions**

- 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 must 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.

### **C. Inadequate or Unapproved Supplies**

- 1) Inadequate supplies, or unapproved supplies found on site, may result in a \$50.00 per day invoice deduction.

## **7. Invoice and Payment**

### **7.1. Invoice Requirements**

Invoicing must comply with the Standard Contract Terms, Section 20 Terms of Payment.

All invoices submitted to the State must include: (a) date; (b) Delivery Order number; (c) quantity; (d) description of the Contract Activities; (e) unit price; and (f) total price.

### **7.2. Payment Methods**

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

### **7.3. Procedure**

Invoices must be submitted monthly. Invoices may be sent via:

Email: [michaudrichardsh@michigan.gov](mailto:michaudrichardsh@michigan.gov)

Or:

MDOT, Ishpeming TSC

100 South Westwood Circle

Ishpeming, MI 49849

## **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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### **8. Project Plan**

The Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor 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. 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, in addition to deductions stated in Section 6.3 Contractual Deductions, 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.

## **10. Additional Requirements**

### **10.1. Environmental and Energy Efficiency Product Standards**

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the performance of Contract Activities. Contractor must include any relevant third-party certification, including the verification of a United States Department of Agriculture certified bio-based product label. Contractor must describe how products that meet these requirements are identified or otherwise labelled and list any exceptions to this requirement.

### **10.2. Hazardous Chemical Identification**

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

The Contractor must identify any hazardous chemicals that will be utilized under any resulting contract.

## **SCHEDULE B.1 – JANITORIAL SPECIFICATIONS**

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**Contract No. 210000000726**

### **Janitorial/Grounds Maintenance Services for Three (3) Roadside Parks in Baraga County**

#### **ROADSIDE PARK JANITORIAL REQUIREMENTS**

##### **1. Daily (each service day) Tasks**

- 1.1. Toilet building.** Toilet building including floors, stools, seats, and walls must be cleaned and toilet tissue refilled prior to 10:00 a.m.
  - A. Close building to public.
  - B. Clean cobwebs from inside and outside of building.
  - C. Sweep floor.
  - D. Remove or cover toilet tissue to keep dry during cleanup.
  - E. Wash inside walls with a non-abrasive detergent/disinfectant.
  - F. Using a pump-up sprayer, spray toilet seat, lid, and toilet riser with detergent/disinfectant. Apply solution liberally; allow to dwell for five minutes.
  - G. After five minutes dwell time, scrub inside and outside of toilet riser with a long handled, stiff bristle brush; if the interior is fiberglass use a cloth or sponge to remove disinfectant.
  - H. Using the pump-up sprayer, rinse walls, toilet seat, lid, and riser with clean water.
  - I. Mop floor with detergent/disinfectant.
  - J. Remove all excess water from floor surfaces.
  - K. Remove and/or cover graffiti on walls by staining/painting on wood surfaces or using an acetone-based graffiti remover on fiberglass walls.
  - L. Resupply toilet tissue.
  - M. Refill hand sanitizer dispensers.
  - N. Report any damages or problems to the MDOT Program Manager.
- 1.2. Grounds Cleaning**
  - A. Pick up litter and debris, including paper, cigarette butts, and animal droppings, from the grounds and parking areas and/or parking lots. Properly dispose of debris.

## **SCHEDULE B.1 – JANITORIAL SPECIFICATIONS**

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- B. Sweep curb.
- C. Empty trash barrels; disinfect barrels if soiled. Replace plastic bags/liners in trash barrels.
- D. Clean park benches and picnic tables with detergent/disinfectant and rinse.
- E. Remove ashes and clean picnic grills/stoves. Properly dispose of ashes.
- F. Sweep concrete slabs in picnic areas.

### 1.3. Map Case

- A. Clean plexiglass with a mild soap and water. Do not use harsh chemicals or abrasive materials – DO NOT scratch plexiglass.
- B. Remove any notices that have been placed by individuals or businesses that are not official MDOT materials.
- C. Remove cobwebs in and around structures.
- D. Sweep concrete around display structure.
- E. Remove or cover graffiti on stained/painted surfaces and plexiglass.

### 1.4. Well Shelter

- A. Clean the hand pump (or faucet/basin if present).
- B. Clean concrete slab and pump base.
- C. Remove cobwebs from structure.
- D. Cover graffiti on stained/painted surfaces.

### 1.5. Sidewalks

- A. Sweep all paved sidewalk surfaces clean of debris.
- B. Remove weeds or grass growing in sidewalk cracks. Weeds must be hand pulled.

## 2. Weekly Tasks

### 2.1. Toilet building

- A. Scrub concrete floor with a stiff swivel scrub brush and detergent/disinfectant. Rinse floor thoroughly with clean water.
- B. Clean all louvers.

## **SCHEDULE B.1 – JANITORIAL SPECIFICATIONS**

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### **2.2. Grounds**

- A. Water any new landscape plantings as requested by Program Manager.
- B. Maintain and weed all landscaped beds, flowerbeds and mulch covered areas. All described areas to be kept neat and weed free.

### **3. Bi-weekly Tasks**

#### **3.1. Vault deodorant**

- A. For each toilet vault, apply vault deodorant per the instructions on the vault deodorizer container. Use separate sprayers for applying vault deodorants and cleaner/disinfectants. Frequency and amount of product may be adjusted by the Program Manager.
- B. Vault toilet deodorant chemical will be supplied by the State. Contractor is responsible for picking up product at a location determined by the Program Manager. A Safety Data Safety Sheet (SDS) will be provided by the Program Manager or their designee. The Contractor is responsible for following all label directions and instructions detailed in the Contract. The Program Manager reserves the right to increase or decrease the product amount to be used if odorous conditions persist.

### **4. Miscellaneous Activities**

#### **4.1. Graffiti**

- A. The Contractor must cover and/or remove all graffiti on toilet building and other structures, posts, signs, etc. Graffiti must be covered or removed each service day.
  - 1) Graffiti on stained or painted surfaces must be stained or painted. The stain or paint shall be applied in a professional manner. The Contractor shall post signs warning visitors of wet stain or paint. The State or Program Manager will supply the stain or paint required.
  - 2) Ink and marker graffiti on fiberglass surfaces shall be removed with an acetone-based paint remover. All paint remover residue must be immediately cleaned/rinsed off from fiberglass surfaces. Abrasive cleaners shall not be used for graffiti removal.

#### **4.2. Trash removal and disposal**

## **SCHEDULE B.1 – JANITORIAL SPECIFICATIONS**

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- A. The Contractor must provide all trash container bags/liners; liners must be of adequate size for use in 55-gallon trash barrels (furnished by the State).
- B. Trash barrels must be emptied each service day and bags of trash must be disposed of by the Contractor. Bags of trash may not be kept in the park overnight.
- C. The Contractor must dispose of trash/refuse at a registered Class II landfill. Proof of disposal at a licensed Class II landfill must be provided to the Program Manager upon request.

### **4.3. Toilet vaults**

- A. The Contractor is responsible for pumping toilet vaults and disposal of effluent. Pumping of the vaults must be performed at the end of the season, and as requested by the Program Manager during the season. When requested by the Program Manager, vault pumping shall be completed within five (5) business days of request.
  - 1) Contractor (or subcontractor, if applicable) must be licensed through Michigan Department of Environment, Great Lakes, and Energy (MDEGLE) to remove and transport septage waste.
  - 2) Removing a concrete lid to access the clean-out port is often required. If there is no clean-out port, the vault shall be pumped through the opening inside the toilet building.
  - 3) Any solid matter, such as rocks, bottles, cans, etc., shall be removed as much as possible and properly disposed of by the Contractor.
  - 4) Disposal of all effluent shall be through a MDEGLE approved septage waste receiving facility in accordance with state and federal laws.
- B. The Contractor is responsible for “recharging” the toilet vaults after each pumping that may occur during the season. This shall be considered incidental to the Contract unit price for Roadside Park Janitorial and Maintenance. “Recharging” procedure:
  - 1) Add approximately two inches of fresh water to cover the bottom of the vault (approximately 100 gallons) after each pumping.

## **SCHEDULE B.1 – JANITORIAL SPECIFICATIONS**

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- 2) Mix a half (1/2) gallon of vault deodorizer with two and a half (2-1/2) gallons of water and spray inside the vault after each pumping during the season. Spray the entire mixture inside the vault.
- 3) Add a quarter gallon of vault product directly into the 100 gallons of water in the tank.

5. Spring/Fall clean-up

- 5.1. Grounds Cleaning – Spring and Fall
  - A. Sweep building roofs in the spring and fall to remove dirt, leaves, needles, etc.
- 5.2. Toilet vaults – Spring
  - A. Before opening in the spring, add to the vault approximately two inches (approximately 100 gallons) of fresh water to cover the bottom of the tank.
  - B. For each vault, mix a half (1/2) gallon of vault product with two and a half (2-1/2) gallons of water and spray inside the vault during the first day of opening.
- 5.3. Toilet vaults – Fall
  - A. Pump the vault dry.
  - B. For each vault, mix a half (1/2) gallon of vault product with two and a half (2-1/2) gallons of water and spray inside the vault.

6. Supplies and Equipment Requirements

- 6.1. Cleaning Supplies
  - A. The Contractor shall provide all cleaning supplies and materials.
  - B. All supplies and materials necessary for cleaning must meet specifications outlined in the "Approved Material List".
  - C. The Program Manager shall have the right to inspect all cleaning supplies and materials used in performing Contract Activities. Any supplies or materials which do not comply with local, state, and federal codes, or with the Contract, may be rejected.
- 6.2. Replenishable supplies
  - A. The Contractor shall provide the following replenishable supplies:
    - 1) Toilet tissue

## **SCHEDULE B.1 – JANITORIAL SPECIFICATIONS**

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- 2) Plastic trash can bags/liners
- B. The State will provide the following replenishable supplies:
  - 1) Vault toilet deodorant chemical
  - 2) Hand sanitizer; must be at least 65% alcohol
  - 3) Paint/stain for covering graffiti
- 7. Equipment Requirements
  - A. The Contractor shall furnish, operate, and maintain suitable and adequate equipment necessary to perform all tasks in an acceptable manner. Equipment includes, but is not limited to, mops, buckets, brooms, brushes, pump-up sprayers, and gardening and watering equipment for maintaining landscape beds.
  - B. The Program Manager shall have the right to inspect all equipment to be used in performing Contract Activities. Equipment which does not comply with local, state, and federal codes, or with the Contract, may be rejected.
- 8. MDOT Approved Material List

The following materials list has been compiled by MDOT for Contractor use. Contractor must select products that meet the following use and specifications. Products used that do not meet specifications and use outlined in this table will be considered a default of Contract due to non-compliance.

## SCHEDULE B.1 – JANITORIAL SPECIFICATIONS

MATERIAL	TYPICAL USE	SPECIFICATIONS	*ESTIMATED QUANTITY
Toilet Paper	Jumbo Toilet Paper Containers	toilet tissue dispenser roll, single-ply, white, non-perforated, 4" wide, 3" core, 2100/roll, 12/rolls per case	13 Cases
	Regular Toilet Paper Containers	toilet tissue rolls, bleached, 2-ply, wrapped 4 1/2" x 4 1/2", 100 sheet/roll	None
Plastic Bag, Barrel Liners (55 gal)	All Large Trash	55-gallon capacity, minimum size 36" x 60", mil thickness 0.4 mm	1040 Bags
Deodorant/Disinfectant	Toilet Seats, Risers, Floors	E.P.A. registered detergents/disinfectants shall be quaternary ammonium compounds	50 Gallons
Portable Pump-up Sprayer	Apply Vault Toilet Odor Control Product	2.5-gallon capacity compressed air sprayer composed of high density, chemical resistant tank, corrosion resistant pump cylinder, and plunger cup, 15-to-16-inch brass wand with adjustable brass nozzle and flat fan nozzle	1
Graffiti Remover	Remove Pen and Marker Ink, Pencil and Crayon Graffiti	water based acetone marker remover, must be safe for use on fiberglass	60 Cans

\*Estimated Quantity is annually

**SCHEDULE B.2**  
**ROADSIDE PARK GROUNDS MAINTENANCE SPECIFICATIONS**

**Janitorial/Grounds Maintenance Services for Three (3) Roadside Parks in  
Baraga County**

**ROADSIDE PARK GROUNDS MAINTENANCE SPECIFICATIONS**

1. Mowing Season
  - A. The regular mowing season is defined as starting the 1st of May and ending in mid-October - approximately 26 lawn maintenance cycles. Any mowing cycles before May 1 or after October 31 will require PRIOR WRITTEN APPROVAL from the Program Manager.
  - B. Prior to the beginning of each mowing season, the Contractor and the Program Manager may review the grounds to identify any existing damages to landscape items.
2. Lawn Maintenance Cycle
  - A. A lawn maintenance cycle includes grass mowing, trimming, and edging, and proper removal/disposal of lawn litter, including trash, and landscape debris such as leaves, sticks, grass clippings and organic debris.
  - B. A lawn maintenance cycle shall be completed approximately once a week. The approximate number of Lawn Maintenance Cycles per year is listed on the Location Specification Sheet (LSS). The number of cycles may be increased or decreased due to weather conditions or as directed by the Program Manager.
  - C. Any additional mowing beyond once per week must be approved by the Program Manager, or designee, prior to mowing. Any additional mowing will not be paid for unless approved, and if approved, will be paid at the contract price.
  - D. A lawn maintenance cycle shall not be done on Saturdays, Sundays or holidays unless approved in advance by the Program Manager or designee.
  - E. All elements of the lawn maintenance cycle shall be COMPLETED THE SAME DAY they are started. No partial mowing/trimming/edging will be allowed unless the weather forces delay. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions exist.
  - F. The Contractor shall use discretion when working near the public. The lawn maintenance cycle shall begin on vacated grounds first and then continue so as not to inconvenience the visitors. The safety of visitors shall not be jeopardized while performing the lawn maintenance cycle.

### 3. Mowing and Trimming

- A. Limbs and debris shall be removed from the mowing area. Debris shall include any litter in the mowing area. Debris must be removed prior to mowing.
- B. Grass shall be mowed when it reaches an average height of five inches and shall be cut to an average height of three inches. At no time shall more than 50% of the grass blade length be cut in one cycle. The initial mowing at the beginning of the mowing season may require an additional cycle.
- C. Grass shall not be mowed when wet.
- D. Grass shall not be mowed during drought conditions, when grass is not growing, unless directed and approved by the Program Manager.
- E. Clippings shall be removed, if visible, after mowing.
- F. All clippings shall be removed from all sidewalks, concrete picnic table pads, parking areas and flower and shrub beds.
- G. Grass shall be trimmed around all fixed objects and trees at every mowing. Extreme care shall be used to prevent injury to MDOT fixed objects and trees
- H. All clippings, edging debris, leaves and other debris shall be removed from the site and disposed of properly by the Contractor. No debris shall be disposed of on MDOT property.

### 4. Edging

- A. Edging along all walks and curb areas shall be performed once per month.
- B. A motorized edger shall be used – string trimmers are not to be used for edging.
- C. Edging shall be no wider than one inch from edge of sidewalk/curb to lawn surface.
- D. All edging debris shall be removed from the site.

### 5. Spring and Fall Clean Up

- A. Prior to the first mowing and after the last mowing of the season, all leaves, sticks, trash, and other debris shall be raked/swept/blown from the park grounds, removed from the site, and disposed of properly by the Contractor.
- B. Fall Clean up shall not be performed until directed by the Program Manager and may take place after park closure to ensure that the majority of the leaves have fallen.

### 6. Landscaping, Herbicides, and Fertilization

- A. The use of herbicides by the Contractor for any work task is strictly prohibited.

- B. Landscaping, weed spray, fertilization or other work performed by MDOT, contract agencies or other contractors may occur during the mowing season. The Contractor shall coordinate operations with other activities as directed by the Program Manager.

## 7. Equipment

- A. The Contractor shall furnish all grounds maintenance equipment, including, but not limited to:
  - 1) Gas powered mowers with mulching blades
  - 2) Gas powered edging machines
  - 3) Gas powered string trimmers
  - 4) Gas powered portable blowers
  - 5) Brooms, leaf rakes and other hand tools as needed
- B. The Contractor shall furnish, operate, and maintain suitable and adequate equipment necessary to perform all tasks in an acceptable manner.
  - 1) Equipment must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times.
  - 2) Equipment that, in any way, pulls or rips grass or damages the turf is not allowed.
  - 3) All equipment must be of such a type so that the height of cut can be adjusted to three inches.
- C. Under no circumstances shall the State be responsible for any theft, vandalism, or damage to the Contractor's equipment.
- D. The Contractor's equipment WILL NOT be stored on State property for any reason. If poor weather prohibits finishing a lawn maintenance cycle in one working day, the equipment shall be removed from State property until such time as the weather permits completing the cycle.
- E. The Program Manager shall have the right to inspect all equipment which is to be used in carrying out the terms of the Contract. Any equipment which does not comply with local, state, and federal codes, or with the Contract, may be rejected.

## 8. Mowing Season

- A. The regular mowing season is defined as starting the 1st of May and ending in mid-October - approximately 26 lawn maintenance cycles. Any mowing cycles before May 1 or after October 31 will require PRIOR WRITTEN APPROVAL from the Program Manager.
- B. Prior to the beginning of each mowing season, the Contractor and the Program Manager may review the grounds to identify any existing damages to landscape items.

## 9. Lawn Maintenance Cycle

- A. A lawn maintenance cycle includes grass mowing, trimming, and edging, and proper removal/disposal of lawn litter, including trash, and landscape debris such as leaves, sticks, grass clippings and organic debris.
- B. A lawn maintenance cycle shall be completed approximately once a week. The approximate number of Lawn Maintenance Cycles per year is listed on the Location Specification Sheet (LSS). The number of cycles may be increased or decreased due to weather conditions or as directed by the Program Manager.
- C. Any additional mowing beyond once per week must be approved by the Program Manager, or designee, prior to mowing. Any additional mowing will not be paid for unless approved, and if approved, will be paid at the contract price.
- D. A lawn maintenance cycle shall not be done on Saturdays, Sundays or holidays unless approved in advance by the Program Manager or designee.
- E. All elements of the lawn maintenance cycle shall be COMPLETED THE SAME DAY they are started. No partial mowing/trimming/edging will be allowed unless the weather forces delay. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions exist.
- F. The Contractor shall use discretion when working near the public. The lawn maintenance cycle shall begin on vacated grounds first and then continue so as not to inconvenience the visitors. The safety of visitors shall not be jeopardized while performing the lawn maintenance cycle.

## 10. Mowing and Trimming

- A. Limbs and debris shall be removed from the mowing area. Debris shall include any litter in the mowing area. Debris must be removed prior to mowing.
- B. Grass shall be mowed when it reaches an average height of five inches and shall be cut to an average height of three inches. At no time shall more than 50% of the grass blade length be cut in one cycle. The initial mowing at the beginning of the mowing season may require an additional cycle.
- C. Grass shall not be mowed when wet.
- D. Grass shall not be mowed during drought conditions, when grass is not growing, unless directed and approved by the Program Manager.
- E. Clippings shall be removed, if visible, after mowing.
- F. All clippings shall be removed from all sidewalks, concrete picnic table pads, parking areas and flower and shrub beds.

- G. Grass shall be trimmed around all fixed objects and trees at every mowing. Extreme care shall be used to prevent injury to MDOT fixed objects and trees
- H. All clippings, edging debris, leaves and other debris shall be removed from the site and disposed of properly by the Contractor. No debris shall be disposed of on MDOT property.

#### 11. Edging

- A. Edging along all walks and curb areas shall be performed once per month.
- B. A motorized edger shall be used – string trimmers are not to be used for edging.
- C. Edging shall be no wider than one inch from edge of sidewalk/curb to lawn surface.
- D. All edging debris shall be removed from the site.

#### 12. Spring and Fall Clean Up

- A. Prior to the first mowing and after the last mowing of the season, all leaves, sticks, trash, and other debris shall be raked/swept/blown from the park grounds, removed from the site, and disposed of properly by the Contractor.
- B. Fall Clean up shall not be performed until directed by the Program Manager and may take place after park closure to ensure that the majority of the leaves have fallen.

#### 13. Landscaping, Herbicides, and Fertilization

- A. The use of herbicides by the Contractor for any work task is strictly prohibited.
- B. Landscaping, weed spray, fertilization or other work performed by MDOT, contract agencies or other contractors may occur during the mowing season. The Contractor shall coordinate operations with other activities as directed by the Program Manager.

#### 14. Equipment

- A. The Contractor shall furnish all grounds maintenance equipment, including, but not limited to:
  - 1) Gas powered mowers with mulching blades
  - 2) Gas powered edging machines
  - 3) Gas powered string trimmers
  - 4) Gas powered portable blowers
  - 5) Brooms, leaf rakes and other hand tools as needed

- B. The Contractor shall furnish, operate, and maintain suitable and adequate equipment necessary to perform all tasks in an acceptable manner.
  - 1) Equipment must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times.
  - 2) Equipment that, in any way, pulls or rips grass or damages the turf is not allowed.
  - 3) All equipment must be of such a type so that the height of cut can be adjusted to three inches.
- C. Under no circumstances shall the State be responsible for any theft, vandalism, or damage to the Contractor's equipment.
- D. The Contractor's equipment WILL NOT be stored on State property for any reason. If poor weather prohibits finishing a lawn maintenance cycle in one working day, the equipment shall be removed from State property until such time as the weather permits completing the cycle.
- E. The Program Manager shall have the right to inspect all equipment which is to be used in carrying out the terms of the Contract. Any equipment which does not comply with local, state, and federal codes, or with the Contract, may be rejected.

**Baraga Cliff Roadside Park Location Specification Sheet (LSS)**  
**Janitorial & Grounds Maintenance Services for MDOT Roadside Park**

<b>A. CONTRACT and AGENCY CONTACT INFORMATION</b>					
<b>Contract Information</b>					
<b>CONTRACT TERM:</b>	3 Years		<b>OPTIONS:</b>	2, 1-year Options	
<b>CONTRACT START DATE:</b>	4/30/2021	<b>CONTRACT END DATE:</b>	4/29/2024		
<b>CONTRACTING DIVISION / OFFICE:</b>	Department of Transportation				
<b>ROADSIDE PARK NAME/NUMBER:</b>	Baraga Cliffs Roadside Park 2P10				
<b>DESCRIPTION OF PARK LOCATION</b>	6 miles north of Baraga on US-41				
<b>MDOT REGIONAL SERVICE AREA:</b>	Superior	<b>COUNTY:</b>	Baraga		
<b>Procurement Contact Information</b>					
<b>CONTACT</b>	<b>NAME</b>	<b>EMAIL</b>	<b>PHONE</b>		
CONTRACT ADMINISTRATOR	Mark Morrison	<a href="mailto:MorrisonM@michigan.gov">MorrisonM@michigan.gov</a>	517-241-2343		
PROGRAM MANAGER:	John Pietrzyk	<a href="mailto:PietrzykJ@michigan.gov">PietrzykJ@michigan.gov</a>	906-280-7740		
<b>B. LOCATION INFORMATION</b>					
<b>Roadside Park Location Information</b>					
<b>DAYS TASKS WILL BE PERFORMED</b>	7 Days - Week	<b>WORK HOURS TASKS WILL BE PERFORMED</b>	Prior to 10:00 a.m.		
NUMBER OF TOILET BUILDINGS	1	NUMBER OF TOILET TISSUE HOLDERS	2		
NUMBER OF HAND SANITIZER DISPENSERS	2	NUMBER OF TRASH BARRELS	2		
NUMBER OF PICNIC TABLES	6	NUMBER OF PICNIC GRILLS/STOVES	6		
NUMBER OF BENCHES	0				
NUMBER OF TOILET VAULTS	1	APPROX VAULT CAPACITY	1500 Gal; Each		
APPROX AMOUNT OF MULCH NEEDED	n/a	APPROX AREA TO BE MOWN	1 Acre		
<b>ADDITIONAL INFORMATION:</b> <i>[Note additional information, including known environmental issues that Bidder should be aware of in performing services for this location]</i> - None					
<b>C. Description of Service Needs TASK AND FREQUENCIES</b>					
<b>Basic Janitorial Services</b>					
<b>Services</b>	<b>Frequency</b>				
	<b>Daily</b> (7 per week; <u>XX</u> per year)	<b>Weekly</b> (Approx 30 times per year)	<b>Bi-Weekly</b> (Approx 15 times per year)	<b>Monthly</b> (7 times per year)	<b>Semi-Annual</b> (2 times per year)
<b>1. Toilet Building</b>					
a.) Clean cobwebs from inside and outside of building.	x				
b.) Sweep floor.	x				
c.) Wash inside walls.	x				
d.) Spray, scrub, and rinse toilet seat, lid, and toilet riser.	x				
e.) Mop and remove excess water from floor.	x				

f.) Remove/cover graffiti on walls.	x					
g.) Resupply toilet tissue.	x					
h.) Refill hand sanitizer dispenser	x					
i.) Scrub and rinse concrete floor.		x				
j.) Clean louvers.		x				
k.) Apply vault deodorant -			x			
a.) Per vault, mix a quarter (1/4) gallon of vault toilet product with two and a quarter (2 1/4) gallons of water in the pump-up sprayer. Spray the solution into the vault and onto the interior vault sides. Empty the entire contents of the sprayer into the vault. Use separate sprayers for applying vault deodorants and cleaner/disinfectants. Frequency and amount of product may be adjusted by the PM.						

## 2. Grounds Cleaning

a.) Pickup and dispose of all litter, including animal droppings and debris from grounds and parking areas.	x					
b.) Sweep curb.	n/a					
c.) Empty trash barrels; disinfect barrel if soiled; replace plastic bag/liner.	x					
d.) Clean benches and picnic tables.	x					
e.) Remove and dispose of ashes from grills/stoves. Clean grills/stoves.	x					
f.) Sweep concrete slabs in picnic areas.	x					
g.) Water new landscape plantings.	n/a					
h.) Maintain and weed landscaped beds, flowerbeds, and mulched areas.	n/a					

## 3. Map Case

a.) Clean plexiglass	x					
b.) Remove non-official MDOT notices.	x					
c.) Remove cobwebs in and around structures.	x					
d.) Sweep concrete around display structure.	x					
e.) Cover/remove graffiti	x					

## 4. Well Shelter

a.) Clean hand pump or faucet/basin.	x					
b.) Clean concrete slab and pump base.	x					

c.) Remove cobwebs from structure.	x					
d.) Cover graffiti	x					

#### 5. Sidewalks

a.) Sweep all sidewalks	x					
b.) Remove weeds or grass in cracks.	x					

#### 6 Drinking Fountains

a.) Clean, sanitize and wipe dry	x					
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### Periodic Janitorial Services

Services	Frequency					
	Daily (XX per week; XX per year)	Weekly (Approx 30 times per year)	Bi-Weekly (Approx 15 times per year)	Monthly (7 times per year)	Semi-Annual (2 times per year)	Annual (1 time Per Year)

#### 7. Toilet Vaults

a.) Prepare toilet vault for park opening						x
b.) Prepare toilet vault for park closure						x
c.) Pump and "recharge" toilet vault					As requested by Program Manager	

#### 8. Grounds Cleanup

a.) Sweep building roofs					x	
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### Basic Grounds Maintenance Services

Services	Frequency					
	Daily (XX per week; XX per year)	Weekly (Approx 30 times per year)	Bi-Weekly (Approx 15 times per year)	Monthly (7 times per year)	Semi-Annual (2 times per year)	Annual (1 time Per Year)

#### 9. Mowing and Trimming

a.) Pickup and remove limbs, litter, and debris from mowing area prior to mowing.		x				
b.) Rake mulch outside mulch areas back into the original mulched areas.	n/a	n/a	n/a	n/a	n/a	n/a
c.) Mow grass.		x				
d.) Remove clippings, if visible, in grass areas.		x				
e.) Remove clippings from sidewalks, concrete pads, parking areas, flower and shrub beds.		x				
f.) Trim grass around all fixed objects.		x				

#### 10. Edging

a.) Edge along all sidewalks and curb areas.		x				
b.) Remove all edging debris.		x				

### Periodic Grounds Maintenance Services

Frequency
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Services	Daily ( <u>XX</u> per week; <u>XX</u> per year)	Weekly (Approx 30 times per year)	Bi-Weekly (Approx 15 times per year)	Monthly (7 times per year)	Semi-Annual (2 times per year)	Annual (1 time Per Year)
<b>11. Mulch</b>						
a.) Furnish and place shredded mulch in designated areas	n/a	n/a	n/a	n/a	n/a	n/a
<b>12. Aeration</b>						
a.) Aerate turf in picnic areas.	n/a	n/a	n/a	n/a	n/a	n/a
<b>13. Spring and Fall Cleanup</b>						
a.) Rake/sweep/blow all leaves, sticks, litter, and debris from all grounds; remove from site. (1 Spring - 1 Fall)					x	

**NOTE:**

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

**SUPPLEMENTARY TASKS\***

- To be determined by Program Manager.

**NOTES AND ADDITIONAL INFORMATION**

- All cleaning/mowing schedules are to be established with and approved by the Program Manager (PM) at the beginning of the contract period. Service delivery begin date will be determined by PM. Any deviation from the established schedule must be pre-approved by the PM.
- All periodic services must be priced and invoiced separately from the basic services. Delivery and performance of all periodic services must be pre-approved by the PM or their designee pursuant to the schedule as approved by the PM.

Replenishable Item	Provided by
Toilet Paper	<i>Contractor</i>
Plastic Trash Barrel Liners	<i>Contractor</i>
Deoderant/Disinfectant	<i>Contractor</i>
Graffiti Remover	<i>MDOT</i>
Vault Toilet Chemicals	<i>MDOT</i>
Hand Sanitizer Dispensers & Refills	<i>MDOT</i>

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

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

Safety Data Sheets (SDS) must be provided to the Program Manager or Designee and maintained on site in designated location.

## Schedule B - Price

Agency	Michigan Department of Transportation				
Divison / Location	Department of Transportation				
Roadside Park Name/Number	Baraga Cliffs Roadside Park 2P10				
Roadside Park Location	6 miles north of Baraga on US-41				
Contract Base Term (years):	3 Years with 2, 1-year Options				
Contract Start Date:	4/30/2021				
Contract End Date:	4/29/2024				
<b>JANITORIAL SERVICES</b>					
	Price per Month		Annual Quantity		ANNUAL PRICE
<b>BASIC JANITORIAL SERVICES includes:</b> Daily Tasks performed 7 times per week Weekly Tasks performed 1 time per week Bi-Weekly Tasks performed every 2 weeks Monthly Tasks performed 1 time per month	1900	x	7	=	\$ 13,300.00
<b>PERIODIC JANITORIAL SERVICES</b>	Annual = 1 Semi = 2		Price Per Service		ANNUAL PRICE
<b>6. Toilet Vaults</b>					
a.) Prepare toilet vault for park opening	1	x	\$ 100.00	=	\$ 100.00
b.) Prepare toilet vault for park closure	1	x	\$ 100.00	=	\$ 100.00
c.) Pump and "recharge" toilet vault; as requested by Program Manager. Quantity is estimated for calculating total amount.	2	x	\$ 250.00	=	\$ 500.00
<b>7. Grounds Cleanup</b>					
a.) Sweep building roofs	2	x	\$ 120.00	=	\$ 240.00
TOTAL ANNUAL PRICE FOR PERIODIC JANITORIAL SERVICES					\$ 940.00
TOTAL ANNUAL PRICE FOR ALL JANITORIAL SERVICES					\$ 14,240.00
<b>GROUNDS MAINTENANCE SERVICES</b>					
	Price per Grounds Maint. Cycle		Annual Quantity		ANNUAL PRICE
<b>BASIC GROUNDS MAINTENANCE SERVICES includes:</b> Mowing and Trimming Edging Price is per complete Grounds Maintenance Cycle (per occurrence)	150	x	26	=	\$ 3,900.00
<b>PERIODIC JANITORIAL SERVICES</b>	Annual = 1 Semi = 2		Price Per Service		ANNUAL PRICE
		x		=	
		x		=	
<b>7. Spring and Fall Clean Up</b>					
a.) Rake/blow, remove, and dispose of leaves, sticks, trash, and all other debris.	2	x	\$ 250.00	=	\$ 500.00
TOTAL ANNUAL PRICE FOR PERIODIC GROUNDS MAINTENANCE SERVICES					\$ 500.00
TOTAL ANNUAL PRICE FOR ALL GROUNDS MAINTENANCE SERVICES					\$ 4,400.00
<b>TOTAL QUOTE FOR ONE YEAR</b>					<b>\$ 18,640.00</b>
<b>TOTAL QUOTE FOR 3 YEAR CONTRACT</b>					<b>\$55,920.00</b>

Quick payment terms: \_\_\_\_\_ % discount off invoice if paid within \_\_\_\_\_ days after receipt of invoice

Bidder	Lawn and Snow Outdoor Maintenance, LLC.
SIGMA VSS Vendor ID	VSO193723
Name of Bidder's representative/agent who approved price quote	Mariappa David Thomas
Date	3/24/2021
Telephone Number	9062840206
Cell Phone Number	9062840206
Email	<a href="mailto:Lawnandsnow4U@gmail.com">Lawnandsnow4U@gmail.com</a>

**Canyon Falls Roadside Park Location Specification Sheet (LSS)**  
**Janitorial & Grounds Maintenance Services for MDOT Roadside Park**

<b>A. CONTRACT and AGENCY CONTACT INFORMATION</b>					
<b>Contract Information</b>					
<b>CONTRACT TERM:</b>	3 Years		<b>OPTIONS:</b>	2, 1-year Options	
<b>CONTRACT START DATE:</b>	4/30/2021	<b>CONTRACT END DATE:</b>	4/29/2024		
<b>CONTRACTING DIVISION / OFFICE:</b>	Department of Transportation				
<b>ROADSIDE PARK NAME/NUMBER:</b>	Canyon Falls Roadside Park 2P09				
<b>DESCRIPTION OF PARK LOCATION</b>	9 miles south of L'Anse on US-41				
<b>MDOT REGIONAL SERVICE AREA:</b>	Superior	<b>COUNTY:</b>	Baraga		
<b>Procurement Contact Information</b>					
<b>CONTACT</b>	<b>NAME</b>	<b>EMAIL</b>	<b>PHONE</b>		
CONTRACT ADMINISTRATOR	Mark Morrison	<a href="mailto:MorrisonM@michigan.gov">MorrisonM@michigan.gov</a>	517-241-2343		
PROGRAM MANAGER:	John Pietrzyk	<a href="mailto:PietrzykJ@michigan.gov">PietrzykJ@michigan.gov</a>	906-280-7740		
<b>B. LOCATION INFORMATION</b>					
<b>Roadside Park Location Information</b>					
<b>DAYS TASKS WILL BE PERFORMED</b>	7 Days - Week	<b>WORK HOURS TASKS WILL BE PERFORMED</b>	Prior to 10:00 a.m.		
NUMBER OF TOILET BUILDINGS	1	NUMBER OF TOILET TISSUE HOLDERS	2		
NUMBER OF HAND SANITIZER DISPENSERS	2	NUMBER OF TRASH BARRELS	4		
NUMBER OF PICNIC TABLES	12	NUMBER OF PICNIC GRILLS/STOVES	12		
NUMBER OF BENCHES	0				
NUMBER OF TOILET VAULTS	2	APPROX VAULT CAPACITY	1000 Gal; Each		
APPROX AMOUNT OF MULCH NEEDED	n/a	APPROX AREA TO BE MOWN	2 Acres		
<b>ADDITIONAL INFORMATION:</b> <i>[Note additional information, including known environmental issues that Bidder should be aware of in performing services for this location]</i> - None					
<b>C. Description of Service Needs TASK AND FREQUENCIES</b>					
<b>Basic Janitorial Services</b>					
<b>Services</b>	<b>Frequency</b>				
	<b>Daily</b> (7 per week; <u>XX</u> per year)	<b>Weekly</b> (Approx 30 times per year)	<b>Bi-Weekly</b> (Approx 15 times per year)	<b>Monthly</b> (7 times per year)	<b>Semi-Annual</b> (2 times per year)
<b>1. Toilet Building</b>					
a.) Clean cobwebs from inside and outside of building.	x				
b.) Sweep floor.	x				
c.) Wash inside walls.	x				
d.) Spray, scrub, and rinse toilet seat, lid, and toilet riser.	x				
e.) Mop and remove excess water from floor.	x				

f.) Remove/cover graffiti on walls.	x					
g.) Resupply toilet tissue.	x					
h.) Refill hand sanitizer dispenser	x					
i.) Scrub and rinse concrete floor.		x				
j.) Clean louvers.		x				
k.) Apply vault deodorant -  a.) Per vault, mix a quarter (1/4) gallon of vault toilet product with two and a quarter (2 1/4) gallons of water in the pump-up sprayer. Spray the solution into the vault and onto the interior vault sides. Empty the entire contents of the sprayer into the vault. Use separate sprayers for applying vault deodorants and cleaner/disinfectants. Frequency and amount of product may be adjusted by the PM.			x			

## 2. Grounds Cleaning

a.) Pickup and dispose of all litter, including animal droppings and debris from grounds and parking areas.	x					
b.) Sweep curb.	x					
c.) Empty trash barrels; disinfect barrel if soiled; replace plastic bag/liner.	x					
d.) Clean benches and picnic tables.	x					
e.) Remove and dispose of ashes from grills/stoves. Clean grills/stoves.	x					
f.) Sweep concrete slabs in picnic areas.	x					
g.) Water new landscape plantings.	n/a					
h.) Maintain and weed landscaped beds, flowerbeds, and mulched areas.	n/a					

## 3. Map Case

a.) Clean plexiglass	x					
b.) Remove non-official MDOT notices.	x					
c.) Remove cobwebs in and around structures.	x					
d.) Sweep concrete around display structure.	x					
e.) Cover/remove graffiti	x					

## 4. Well Shelter

a.) Clean hand pump or faucet/basin.	x					
b.) Clean concrete slab and pump base.	x					

c.) Remove cobwebs from structure.	x					
d.) Cover graffiti	x					

#### 5. Sidewalks

a.) Sweep all sidewalks	x					
b.) Remove weeds or grass in cracks.	x					

#### 6 Drinking Fountains

a.) Clean, sanitize and wipe dry	x					
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### Periodic Janitorial Services

Services	Frequency					
	Daily (XX per week; XX per year)	Weekly (Approx 30 times per year)	Bi-Weekly (Approx 15 times per year)	Monthly (7 times per year)	Semi-Annual (2 times per year)	Annual (1 time Per Year)

#### 7. Toilet Vaults

a.) Prepare toilet vault for park opening						x
b.) Prepare toilet vault for park closure						x
c.) Pump and "recharge" toilet vault					As requested by Program Manager	

#### 8. Grounds Cleanup

a.) Sweep building roofs					x	
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### Basic Grounds Maintenance Services

Services	Frequency					
	Daily (XX per week; XX per year)	Weekly (Approx 30 times per year)	Bi-Weekly (Approx 15 times per year)	Monthly (7 times per year)	Semi-Annual (2 times per year)	Annual (1 time Per Year)

#### 9. Mowing and Trimming

a.) Pickup and remove limbs, litter, and debris from mowing area prior to mowing.		x				
b.) Rake mulch outside mulch areas back into the original mulched areas.	n/a	n/a	n/a	n/a	n/a	n/a
c.) Mow grass.		x				
d.) Remove clippings, if visible, in grass areas.		x				
e.) Remove clippings from sidewalks, concrete pads, parking areas, flower and shrub beds.		x				
f.) Trim grass around all fixed objects.		x				

#### 10. Edging

a.) Edge along all sidewalks and curb areas.		x				
b.) Remove all edging debris.		x				

### Periodic Grounds Maintenance Services

Frequency
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Services	Daily (XX per week; XX per year)	Weekly (Approx 30 times per year)	Bi-Weekly (Approx 15 times per year)	Monthly (7 times per year)	Semi-Annual (2 times per year)	Annual (1 time Per Year)
<b>11. Mulch</b>						
a.) Furnish and place shredded mulch in designated areas	n/a	n/a	n/a	n/a	n/a	n/a
<b>12. Aeration</b>						
a.) Aerate turf in picnic areas.	n/a	n/a	n/a	n/a	n/a	n/a
<b>13. Spring and Fall Cleanup</b>						
a.) Rake/sweep/blow all leaves, sticks, litter, and debris from all grounds; remove from site. (1 Spring - 1 Fall)					x	

**NOTE:**

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

**SUPPLEMENTARY TASKS\***

- To be determined by Program Manager.

**NOTES AND ADDITIONAL INFORMATION**

- All cleaning/mowing schedules are to be established with and approved by the Program Manager (PM) at the beginning of the contract period. Service delivery begin date will be determined by PM. Any deviation from the established schedule must be pre-approved by the PM.
- All periodic services must be priced and invoiced separately from the basic services. Delivery and performance of all periodic services must be pre-approved by the PM or their designee pursuant to the schedule as approved by the PM.

Replenishable Item	Provided by
Toilet Paper	<i>Contractor</i>
Plastic Trash Barrel Liners	<i>Contractor</i>
Deoderant/Disinfectant	<i>Contractor</i>
Graffiti Remover	<i>MDOT</i>
Vault Toilet Chemicals	<i>MDOT</i>
Hand Sanitizer Dispensers & Refills	<i>MDOT</i>

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

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

Safety Data Sheets (SDS) must be provided to the Program Manager or Designee and maintained on site in designated location.

## Schedule B - Price

Agency	Michigan Department of Transportation				
Divison / Location	Department of Transportation				
Roadside Park Name/Number	Canyon Falls Roadside Park 2P09				
Roadside Park Location	9 miles south of L'Anse on US-41				
Contract Base Term (years):	3 Years with 2, 1-year Options				
Contract Start Date:	4/30/2021				
Contract End Date:	4/29/2024				
<b>JANITORIAL SERVICES</b>					
	Price per Month		Annual Quantity		ANNUAL PRICE
<b>BASIC JANITORIAL SERVICES includes:</b> Daily Tasks performed 7 times per week Weekly Tasks performed 1 time per week Bi-Weekly Tasks performed every 2 weeks Monthly Tasks performed 1 time per month	2200	x	7	=	\$ 15,400.00
<b>PERIODIC JANITORIAL SERVICES</b>	Annual = 1 Semi = 2		Price Per Service		ANNUAL PRICE
<b>6. Toilet Vaults</b>					
a.) Prepare toilet vault for park opening	1	x	\$ 100.00	=	\$ 100.00
b.) Prepare toilet vault for park closure	1	x	\$ 100.00	=	\$ 100.00
c.) Pump and "recharge" toilet vault; as requested by Program Manager. Quantity is estimated for calculating total amount.	2	x	\$ 250.00	=	\$ 500.00
<b>7. Grounds Cleanup</b>					
a.) Sweep building roofs	2	x	\$ 120.00	=	\$ 240.00
TOTAL ANNUAL PRICE FOR PERIODIC JANITORIAL SERVICES					\$ 940.00
TOTAL ANNUAL PRICE FOR ALL JANITORIAL SERVICES					\$ 16,340.00
<b>GROUNDS MAINTENANCE SERVICES</b>					
	Price per Grounds Maint. Cycle		Annual Quantity		ANNUAL PRICE
<b>BASIC GROUNDS MAINTENANCE SERVICES includes:</b> Mowing and Trimming Edging Price is per complete Grounds Maintenance Cycle (per occurrence)	150	x	26	=	\$ 3,900.00
<b>PERIODIC JANITORIAL SERVICES</b>	Annual = 1 Semi = 2		Price Per Service		ANNUAL PRICE
		x		=	
a.) Aeration of turf in picnic areas		x		=	
<b>7. Spring and Fall Clean Up</b>					
a.) Rake/blow, remove, and dispose of leaves, sticks, trash, and all other debris.	2	x		=	\$ -
TOTAL ANNUAL PRICE FOR PERIODIC GROUNDS MAINTENANCE SERVICES					\$ -
TOTAL ANNUAL PRICE FOR ALL GROUNDS MAINTENANCE SERVICES					\$ 3,900.00
<b>TOTAL QUOTE FOR ONE YEAR</b>					\$ 20,240.00
<b>TOTAL QUOTE FOR 3 YEAR CONTRACT</b>					\$ 60,720.00

Quick payment terms: \_\_\_\_\_ % discount off invoice if paid within \_\_\_\_\_ days after receipt of invoice

Bidder	Lawn and Snow Outdoor Maintenance	
SIGMA VSS Vendor ID	VSO193723	
Name of Bidder's representative/agent who approved price quote	Mariappa David Thomas	
Date	3/24/2021	
Telephone Number	9062840206	
Cell Phone Number	9062840206	
Email	<a href="mailto:Lawnandsnow4U@gmail.com">Lawnandsnow4U@gmail.com</a>	

**Tioga Creek Roadside Park Location Specification Sheet (LSS)**  
**Janitorial & Grounds Maintenance Services for MDOT Roadside Park**

<b>A. CONTRACT and AGENCY CONTACT INFORMATION</b>					
<b>Contract Information</b>					
<b>CONTRACT TERM:</b>	3 Years		<b>OPTIONS:</b>	2, 1-year Options	
<b>CONTRACT START DATE:</b>	4/30/2021	<b>CONTRACT END DATE:</b>	4/29/2024		
<b>CONTRACTING DIVISION / OFFICE:</b>	Department of Transportation				
<b>ROADSIDE PARK NAME/NUMBER:</b>	Tioga Creek Roadside Park 2P11				
<b>DESCRIPTION OF PARK LOCATION</b>	19 miles south of L'Anse on US-41				
<b>MDOT REGIONAL SERVICE AREA:</b>	Superior	<b>COUNTY:</b>	Baraga		
<b>Procurement Contact Information</b>					
<b>CONTACT</b>	<b>NAME</b>	<b>EMAIL</b>	<b>PHONE</b>		
CONTRACT ADMINISTRATOR	Mark Morrison	<a href="mailto:MorrisonM@michigan.gov">MorrisonM@michigan.gov</a>	517-241-2343		
PROGRAM MANAGER:	John Pietrzyk	<a href="mailto:PietrzykJ@michigan.gov">PietrzykJ@michigan.gov</a>	906-280-7740		
<b>B. LOCATION INFORMATION</b>					
<b>Roadside Park Location Information</b>					
<b>DAYS TASKS WILL BE PERFORMED</b>	7 Days - Week	<b>WORK HOURS TASKS WILL BE PERFORMED</b>	Prior to 10:00 a.m.		
NUMBER OF TOILET BUILDINGS	1	NUMBER OF TOILET TISSUE HOLDERS	2		
NUMBER OF HAND SANITIZER DISPENSERS	2	NUMBER OF TRASH BARRELS	3		
NUMBER OF PICNIC TABLES	12	NUMBER OF PICNIC GRILLS/STOVES	12		
NUMBER OF BENCHES	0				
NUMBER OF TOILET VAULTS	2	APPROX VAULT CAPACITY	1000 Gal; Each		
APPROX AMOUNT OF MULCH NEEDED	n/a	APPROX AREA TO BE MOWN	2 Acres		
<b>ADDITIONAL INFORMATION:</b> <i>[Note additional information, including known environmental issues that Bidder should be aware of in performing services for this location]</i> - None					
<b>C. Description of Service Needs TASK AND FREQUENCIES</b>					
<b>Basic Janitorial Services</b>					
<b>Services</b>	<b>Frequency</b>				
	<b>Daily</b> (7 per week; <u>XX</u> per year)	<b>Weekly</b> (Approx 30 times per year)	<b>Bi-Weekly</b> (Approx 15 times per year)	<b>Monthly</b> (7 times per year)	<b>Semi-Annual</b> (2 times per year)
<b>1. Toilet Building</b>					
a.) Clean cobwebs from inside and outside of building.	x				
b.) Sweep floor.	x				
c.) Wash inside walls.	x				
d.) Spray, scrub, and rinse toilet seat, lid, and toilet riser.	x				
e.) Mop and remove excess water from floor.	x				

f.) Remove/cover graffiti on walls.	x					
g.) Resupply toilet tissue.	x					
h.) Refill hand sanitizer dispenser	x					
i.) Scrub and rinse concrete floor.		x				
j.) Clean louvers.		x				
k.) Apply vault deodorant -  a.) Per vault, mix a quarter (1/4) gallon of vault toilet product with two and a quarter (2 1/4) gallons of water in the pump-up sprayer. Spray the solution into the vault and onto the interior vault sides. Empty the entire contents of the sprayer into the vault. Use separate sprayers for applying vault deodorants and cleaner/disinfectants. Frequency and amount of product may be adjusted by the PM.		x				

## 2. Grounds Cleaning

a.) Pickup and dispose of all litter, including animal droppings and debris from grounds and parking areas.	x					
b.) Sweep curb and small bridge structure	x					
c.) Empty trash barrels; disinfect barrel if soiled; replace plastic bag/liner.	x					
d.) Clean benches and picnic tables.	x					
e.) Remove and dispose of ashes from grills/stoves. Clean grills/stoves.	x					
f.) Sweep concrete slabs in picnic areas.	x					
g.) Water new landscape plantings.	n/a					
h.) Maintain and weed landscaped beds, flowerbeds, and mulched areas.	n/a					

## 3. Map Case

a.) Clean plexiglass	x					
b.) Remove non-official MDOT notices.	x					
c.) Remove cobwebs in and around structures.	x					
d.) Sweep concrete around display structure.	x					
e.) Cover/remove graffiti	x					

## 4. Well Shelter

a.) Clean hand pump or faucet/basin.	x					
b.) Clean concrete slab and pump base.	x					

c.) Remove cobwebs from structure.	x					
d.) Cover graffiti	x					

#### 5. Sidewalks

a.) Sweep all sidewalks	x					
b.) Remove weeds or grass in cracks.	x					

#### 6 Drinking Fountains

a.) Clean, sanitize and wipe dry	x					
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### Periodic Janitorial Services

Services	Frequency					
	Daily (XX per week; XX per year)	Weekly (Approx 30 times per year)	Bi-Weekly (Approx 15 times per year)	Monthly (7 times per year)	Semi-Annual (2 times per year)	Annual (1 time Per Year)

#### 7. Toilet Vaults

a.) Prepare toilet vault for park opening						x
b.) Prepare toilet vault for park closure						x
c.) Pump and "recharge" toilet vault					As requested by Program Manager	

#### 8. Grounds Cleanup

a.) Sweep building roofs					x	
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### Basic Grounds Maintenance Services

Services	Frequency					
	Daily (XX per week; XX per year)	Weekly (Approx 30 times per year)	Bi-Weekly (Approx 15 times per year)	Monthly (7 times per year)	Semi-Annual (2 times per year)	Annual (1 time Per Year)

#### 9. Mowing and Trimming

a.) Pickup and remove limbs, litter, and debris from mowing area prior to mowing.		x				
b.) Rake mulch outside mulch areas back into the original mulched areas.	n/a	n/a	n/a	n/a	n/a	n/a
c.) Mow grass.		x				
d.) Remove clippings, if visible, in grass areas.		x				
e.) Remove clippings from sidewalks, concrete pads, parking areas, flower and shrub beds.		x				
f.) Trim grass around all fixed objects.		x				

#### 10. Edging

a.) Edge along all sidewalks and curb areas.		x				
b.) Remove all edging debris.		x				

### Periodic Grounds Maintenance Services

Frequency
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Services	Daily (XX per week; XX per year)	Weekly (Approx 30 times per year)	Bi-Weekly (Approx 15 times per year)	Monthly (7 times per year)	Semi-Annual (2 times per year)	Annual (1 time Per Year)
<b>11. Mulch</b>						
a.) Furnish and place shredded mulch in designated areas	n/a	n/a	n/a	n/a	n/a	n/a
<b>12. Aeration</b>						
a.) Aerate turf in picnic areas.	n/a	n/a	n/a	n/a	n/a	n/a
<b>13. Spring and Fall Cleanup</b>						
a.) Rake/sweep/blow all leaves, sticks, litter, and debris from all grounds; remove from site. (1 Spring - 1 Fall)					x	

**NOTE:**

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

**SUPPLEMENTARY TASKS\***

- To be determined by Program Manager.

**NOTES AND ADDITIONAL INFORMATION**

- All cleaning/mowing schedules are to be established with and approved by the Program Manager (PM) at the beginning of the contract period. Service delivery begin date will be determined by PM. Any deviation from the established schedule must be pre-approved by the PM.
- All periodic services must be priced and invoiced separately from the basic services. Delivery and performance of all periodic services must be pre-approved by the PM or their designee pursuant to the schedule as approved by the PM.

Replenishable Item	Provided by
Toilet Paper	Contractor
Plastic Trash Barrel Liners	Contractor
Deoderant/Disinfectant	Contractor
Graffiti Remover	MDOT
Vault Toilet Chemicals	MDOT
Hand Sanitizer Dispensers & Refills	MDOT

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

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

Safety Data Sheets (SDS) must be provided to the Program Manager or Designee and maintained on site in designated location.

## Schedule B - Price

Agency	Michigan Department of Transportation				
Divison / Location	Department of Transportation				
Roadside Park Name/Number	Tioga Creek Roadside Park 2P11				
Roadside Park Location	19 miles south of L'Anse on US-41				
Contract Base Term (years):	3 Years with 2, 1-year Options				
Contract Start Date:	4/30/2021				
Contract End Date:	4/29/2024				
<b>JANITORIAL SERVICES</b>					
	Price per Month		Annual Quantity		ANNUAL PRICE
<b>BASIC JANITORIAL SERVICES includes:</b> Daily Tasks performed 7 times per week Weekly Tasks performed 1 time per week Bi-Weekly Tasks performed every 2 weeks Monthly Tasks performed 1 time per month	1700	x	7	=	\$ 11,900.00
<b>PERIODIC JANITORIAL SERVICES</b>	Annual = 1 Semi = 2		Price Per Service		ANNUAL PRICE
<b>6. Toilet Vaults</b>					
a.) Prepare toilet vault for park opening	1	x	\$ 100.00	=	\$ 100.00
b.) Prepare toilet vault for park closure	1	x	\$ 100.00	=	\$ 100.00
c.) Pump and "recharge" toilet vault; as requested by Program Manager. Quantity is estimated for calculating total amount.	2	x	\$ 250.00	=	\$ 500.00
<b>7. Grounds Cleanup</b>					
a.) Sweep building roofs	2	x	\$ 120.00	=	\$ 240.00
TOTAL ANNUAL PRICE FOR PERIODIC JANITORIAL SERVICES					\$ 940.00
TOTAL ANNUAL PRICE FOR ALL JANITORIAL SERVICES					\$ 12,840.00
<b>GROUNDS MAINTENANCE SERVICES</b>					
	Price per Grounds Maint. Cycle		Annual Quantity		ANNUAL PRICE
<b>BASIC GROUNDS MAINTENANCE SERVICES includes:</b> Mowing and Trimming Edging Price is per complete Grounds Maintenance Cycle (per occurrence)	150	x	26	=	\$ 3,900.00
<b>PERIODIC JANITORIAL SERVICES</b>	Annual = 1 Semi = 2		Price Per Service		ANNUAL PRICE
		x		=	
		x		=	
<b>7. Spring and Fall Clean Up</b>					
a.) Rake/blow, remove, and dispose of leaves, sticks, trash, and all other debris.	2	x	\$ 120.00	=	\$ 240.00
TOTAL ANNUAL PRICE FOR PERIODIC GROUNDS MAINTENANCE SERVICES					\$ 240.00
TOTAL ANNUAL PRICE FOR ALL GROUNDS MAINTENANCE SERVICES					\$ 4,140.00
<b>TOTAL QUOTE FOR ONE YEAR</b>	\$ 16,980.00				
<b>TOTAL QUOTE FOR 3 YEAR CONTRACT</b>	\$ 50,940.00				

Quick payment terms: \_\_\_\_\_ % discount off invoice if paid within \_\_\_\_\_ days after receipt of invoice

Bidder	Lawn and Snow Outdoor Maintenance, LLC	
SIGMA VSS Vendor ID	VSO193723	
Name of Bidder's representative/agent who approved price quote	Mariappa David Thomas	
Date	3/24/2021	
Telephone Number	9062840206	
Cell Phone Number	9062840206	
Email	<a href="mailto:Lawnandsnow4U@gmail.com">Lawnandsnow4U@gmail.com</a>	