



STATE OF MICHIGAN PROCUREMENT

Michigan Department of Transportation

Van Wagoner Bldg., 425 West Ottawa Street, Lansing, MI 48933

P.O. Box 30050, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**

to

Contract Number **MA230000000918**

CONTRACTOR	Marilyn Marie Hermanson dba Marilyn Marie Hermanson - LLC
	2105 14th Street
	Menominee MI 49858
	Marilyn Hermanson
	906-792-5847
	hermansonma@hotmail.com
	VS0048274

STATE	Program Manager	Daniel Kari	MDOT
		906-875-6644	
		KariD@michigan.gov	
	Contract Administrator	Mark Morrison	MDOT
		517-275-1834	
		morrisonm@michigan.gov	

CONTRACT SUMMARY

Janitorial services - Menominee Welcome Center

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
June 25, 2023	June 24, 2026	2 - 1 Year	June 24, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-Card	☐ Direct Voucher (PRC)	☐ Other	☐ Yes ☒ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	2 Years	☐		June 24, 2028
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$90,000.00	\$60,000.00	\$150,000.00		

DESCRIPTION

Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.

Effective upon execution, adding Two Option Years and \$60,000.00 for services. This Change Notice is a result of RQN 26*2318. this contract was awarded based on low bid, with the original contract dollar value determined based on estimated need. All other terms, conditions, and specifications remain the same. No Option Years remain.



STATE OF MICHIGAN PROCUREMENT

Michigan Department of Transportation

425 West Ottawa Street, Lansing, MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 230000000918

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Marilyn M Hermanson
	2105 14 th Street
	Menominee, MI 49858
	Marilyn Hermanson, Owner
	(906) 792-5847
	hermansonma@hotmail.com
	VS0048274

STATE	Program Manager	Dan Kari	MDOT
		(906) 875-6644	
		Karid@michigan.gov	
	Contract Administrator	Mark Morrison	MDOT
		(517) 275-1834	
		Morrisonm@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Janitorial Services for MDOT Menominee Welcome Center			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
06/25/2023	06/24/2026	2, 1-Year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
The Contract Agreement is awarded on the basis of the inquiry bearing the solicitation number 230000001938. 2, 1-Year options available.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$90,000.00	

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Marilyn M Hermanson (“**Contractor**”). This Contract is effective on June 25, 2023 (“**Effective Date**”), and unless terminated, will expire June 24, 2026 (the “**Term**”).

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 (the “**Contract Activities**”) described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. 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 unless otherwise specified in a Statement of Work.

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) 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; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

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

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail

without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Mark Morrison 425 W. Ottawa PO Box 30050 Lansing, MI 48909 Morrisonm@michigan.gov (517) 275-1834	[Marilyn M Hermanson [2105 14 th st [Menominee Michigan 49858 hermansonma@hotmail.com 1-906-792-5847

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized 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 425 W. Ottawa PO Box 30050 Lansing, MI 48909 Morrisonm@michigan.gov (517) 275-1834	Marilyn M Hermanson 2105 14 th Street Menominee MI 49858 hermansonma@hotmail.com 1-906-792-5847

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:
Vivian Haight 1343 10 th Avenue Menominee, MI 49858 Haightv@michigan.gov 906-863-6496	Marilyn M Hermanson 2105 14 th St Menominee Michigan 49858 hermansonma@hotmail.com [1-906-792-5847

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 a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.**

- a. **General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.

- b. Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- c. Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- d. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - (1) Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - (2) Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract
- e. Proof of Insurance**
 - (1) Insurance certificates showing evidence of coverage as required herein must be submitted to the Contract Administrator within 10 days of the contract execution date.
 - (2) Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - (3) Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - (4) All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
 - (5) The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
 - (6) In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to the Contract Administrator no later than 5 business days following such cancellation or nonrenewal.
- f. Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.
- g. Limits of Coverage & Specific Endorsements.** (See Table 6.1 Below)

TABLE 6.1

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	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 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

7. "Reserved"

8. "Reserved"

9. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. 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. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

10. **Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will

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

- 11. 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.
- 12. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
- 13. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, 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.
- 14. 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.

- 15. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, 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.

- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.
- 17. 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 a Statement of Work. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 24, 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.

- 18. "Reserved"**

19. “Reserved”

20. “Reserved”

21. Invoices and 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 provided as specified in a Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State’s exclusive use. Notwithstanding the foregoing, all fees 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.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor’s current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

22. Liquidated Damages. Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that

any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

23. 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.

24. Termination for Cause. (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) fails to cure a breach within the time stated by the State in a notice of breach, if in its sole discretion the State has chosen to provide a time to cure. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract or (ii) 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 25, 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. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. 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.

25. Termination for Convenience. The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no 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. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, 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 to the extent the funds are available.

26. 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) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (d) 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.

27. "Reserved"

28. 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, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior 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.

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.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

29. "Reserved"

30. 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.

31. 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 (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

32. **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 or commercial purposes.
33. "**Reserved**"
34. "**Reserved**"
35. "**Reserved**"
36. "**Reserved**"
37. "**Reserved**"
38. **Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, 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 records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If 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.

39. "**Reserved**"

- 40. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 41. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 42. “Reserved”**
- 43. “Reserved”**
- 44. 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.
- 45. 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.
- 46. 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 the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
- 47. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources

48. 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.

49. 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.

50. 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 the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

51. 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:

Document Title	Document Description
Schedule A	Statement of Work
Location Specification Sheet (LSS) - Pricing	Location Specs and Pricing

52. Entire Agreement and Order of Precedence. This Contract, which includes Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Statement of Work; (b) second, 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, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

- 53. 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.
- 54. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 55. Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 56. 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

Master Agreement (MA) No. 230000000918 Janitorial Services for the Menominee Welcome Center

SCOPE

The Contractor shall provide janitorial services at the Menominee Welcome Center, located in Menominee County.

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, 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. Welcome Center Closure

- A. It is not the intent of the State to close a Welcome Center for other than emergency and/or reconstruction reasons unless specifically noted in the Contract. If necessary, and upon approval of the Program Manager, the Contractor may be instructed to temporarily close the Welcome Center for adverse weather conditions, mechanical failure, or other emergency situations.
- B. The State reserves the right to close Welcome Center during the winter (seasonal closure) due to budget constraints. The Program Manager will notify the Contractor 30 calendar days in advance of the schedule closing date, and 30 calendar days in advance of the scheduled re-opening date.

1.2. Janitorial Specifications

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

1.3. Multiple Contracts Awarded to Contractor

If the Contractor has been awarded more than one Contract with the State or holds one or more subcontracts with local units of government, the Contractor must demonstrate that sufficient equipment will be available for each Contract as described above.

- A. The Contractor must provide a detailed equipment list (see Schedule C) that includes each piece of equipment to be used on Contracts with MDOT, the year

SCHEDULE A - STATEMENT OF WORK CONTRACT ACTIVITIES

of manufacture, manufacturer's name, model name, and serial number and any lease contracts when applicable.

- B. MDOT reserves the right to inspect the Contractor's equipment prior to the Contract start date and at any time throughout the duration of this Contract.
- C. MDOT reserves the right to restrict the number of Contracts awarded to a single Contractor based on the ability of the Contractor to satisfactorily perform Contract Activities within the Contract requirements.

1.4. 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.

1.5. Post-Contract Transition

- A. Keys and/or Key Cards
 - 1) Keys and/or key cards must be returned to the Program Manager or designee by the final date of service.
 - 2) Unreturned, lost, stolen, etc., keys and/or key cards shall remain the Contractor's responsibility. The cost to replace or rekey will be deducted from final invoice.
- B. In the event the Contractor, or its employee(s) creates the need to reprogram the building security, the price of reprogramming will remain the Contractor's responsibility and will be deducted from the Contractor's final invoice. Invoices
 - 1) Final invoices must be received by the State within 45 days after expiration of the Contract. Any invoices received after 45 days will result in a non-payment of invoice.

2. Service Requirements

2.1. Work Schedule

- A. See Schedule C – Location Specification Sheet (LSS) for required hours of attendant coverage for janitorial Contract Activities.

SCHEDULE A - STATEMENT OF WORK CONTRACT ACTIVITIES

- B. All Contract Activities must be delivered according to the schedule of coverage specified in Schedule C - Location Specification Sheet (LSS). The Contractor shall adhere to the days and times of Contract Activities as detailed in the LSS.
- C. Within 10 business days of the Contract start date, the Contractor must submit to the Program Manager a work schedule for on-site attendants. The work schedule must be established in collaboration with the Program Manager to insure coverage during peak visitor times. The work schedule must include start and end time for each shift for each day; and must include start and end times for each break, including meal breaks. Any changes to the work schedule must be approved by the Program Manager.
- D. The Contractor's on-site attendant staff shall remain actively working during specified times of service, except during regularly scheduled breaks.
- E. Equipment failure WILL NOT constitute an acceptable reason for failure to provide scheduled service.

2.2. Adjustments to Work Schedule

- A. Adjustments to the specified work schedule, including any weather-related deviations, must be approved by the Program Manager or designee and may result in a deduction for the adjustment to service on the next invoice.
- B. Equipment failure WILL NOT constitute an acceptable reason for deviating from the work schedule.
- C. Any other deviations to the schedule must be pre-approved by the Program Manager or designee.

2.3. Time Keeping

On-site attendant staff shall adhere to the established work schedule. Work hours must be monitored by the Contractor's Site Supervisor and will be reviewed by the Program Manager or designee.

2.4. Training

The Contractor must provide adequate, proper training for all general employees (Non-key Personnel).

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

2.5. Reporting

- A. Damage Reports. In all instances where State property or equipment is damaged, the Contractor shall submit to the Program Manager or designee a Damage Report containing the facts and extent of the damage. Damage reports

SCHEDULE A - STATEMENT OF WORK CONTRACT ACTIVITIES

must be submitted verbally within one hour of the damage, and in writing within twenty-four (24) hours of the damage.

B. Accident Reports.

- 1) The Contractor shall comply with State of Michigan, OSHA, and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness.
- 2) The Contractor must provide a verbal report to the Program Manager or designee within one hour of the accident, and a written report within 24 hours of the accident.

2.6. Meetings

The Contractor must attend the following meetings:

- A. Kick-off meeting within 30 calendar days of the Effective Date of the contract.
- B. Initial Restroom Cleaning and Sanitation Workshop. All Contractor supervisor personnel may be required to attend an initial one-day workshop on restroom cleaning and sanitation as provided by MDOT upon award of the contract.
- C. Annual Refresher Course. Rest area attendants and/or supervisors may be required to attend an annual one-day janitorial refresher course provided by MDOT. The Contractor will be responsible for certifying attendant's training in writing to the Program Manager within 10 days after a refresher course.
- D. Annual Service Review and Progress Meeting. If necessary, the Program Manager or designee may request meetings with the Contractor to discuss services provided each year under the specifications, terms and conditions of the Contract. The Contractor's total service quality may be evaluated including responsiveness, timeliness of required reporting, or any other specifics as required under the terms of the Contract.
- E. Annual Grounds Review. 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.
- F. Quarterly Program Manager Meeting. The Program Manager or designee may elect to meet with the Contractor to discuss progress and provide necessary guidance in solving problems that arise.
- G. Other meetings requested by the State as it deems appropriate.

3. Staffing

3.1. Contractor Representative

The Contractor must appoint one individual as point of contact, who will be specifically assigned to State of Michigan accounts and who will respond to State inquiries

SCHEDULE A - STATEMENT OF WORK CONTRACT ACTIVITIES

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.

<i>Bidder Response</i>	
Primary Contractor Representative -1 st point of contact	Marilyn M Hermanson
Physical Location Address	1343 10 th ave Menominee Michigan
Office Phone Number:	1-906-863-6496
Mobile Phone Number:	1-906-792-5847
Email Address	hermansonma@hotmail.com
Days/Times Available:	7 days a week 3 hours a day; 5 days a week winter

3.2. Key Personnel

The Contractor must appoint one Project Manager Supervisor who will function as full-time Project/Regional/Area Manager and one Field Supervisor who will function as full-time Site Supervisor ("Key Personnel"). 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 must not be appointed as Key Personnel.

- A. Key Personnel shall act as the Contractor's designated representative at the specified Contract location(s).
- B. Key Personnel must be trained and qualified to directly supervise and be responsible for the day-to-day operations of the Contract.
- C. Key Personnel must have the technical knowledge and background to perform Contract Activities if necessary.
- D. 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.
- E. 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.

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- F. 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.
- G. The State may request a résumé and conduct an interview before approving the initial assignment or a change to Key Personnel.
- H. The State may require a 30-calendar day training period for replacement personnel.

3.3. Non-Key Personnel

The Contractor must provide an adequate number of general-employee, onsite 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.

- A. Key Personnel shall not be assigned as, shall not be substitutes for, or shall not function as Non-key Personnel.
- B. Non-key Personnel shall be able to understand and speak the English language.
- C. 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.
- D. The Contractor must notify the Contract Administrator at least 5-calendar days before removing or assigning Non-key Personnel.

The Contractor must explain the criteria for selection and employment of Non-key Personnel.

3.4. Employee Requirements

- A. The Contractor's employees' appearance must be clean, serviceable, and neat.
- B. Identification badges, provided by the vendor, shall be worn by all employees at all times when working within Rest Area buildings and grounds.
- C. Class II Safety Vest shall be worn when working outside of the Rest Area building.
- D. Prohibited activities include, but may not be limited to:
 - 1) Performing personal chores for anyone.
 - 2) Smoking while performing job duties
 - 3) Reading newspapers, magazines, books or other matter other than State or Contractor issued directives.
 - 4) Using personal electronic devices, including but not limited to: Smart phones, music/media players, gaming devices, tablets, laptop computers.

SCHEDULE A - STATEMENT OF WORK CONTRACT ACTIVITIES

- 5) Having pets at work.
- 6) Consuming alcoholic beverages or narcotics or being under their influence when reporting for or while on duty.
- 7) Having relatives or personal visitors.
- 8) Sleeping or giving the appearance thereof.
- 9) Consuming food or beverages in public view.
- 10) Initiating or receiving personal telephone calls on agency telephones. The Contractor will be responsible for all unauthorized telephone calls placed on State telephone lines.
- 11) Having televisions, equipment that play DVDs or CDs, full size refrigerators, beds/cots, couches or recliner chairs.
- 12) Storing more food items than will be eaten that day.

3.5. Security

The Contractor and/or Subcontractor's staff will be performing Contract Activities on State property. The Contractor must maintain a safe and secure working environment in State facilities and on State property.

A. Drug Testing

- 1) Pre-Employment Drug Testing. All applicants who are offered a job with the Contractor must be tested for drugs as part of the post job offer employment screening process.
- 2) Random Drug Testing. The Contractor's employees may be selected at random for drug testing at any time. These tests are unannounced and unexpected by employees.
- 3) For Cause Drug Tests. The Contractor's employees may be required to submit to a drug test if the Contractor believes an employee may be under the influence of drugs or alcohol on the job, if unexcused absence from work or lateness is an issue, or if performance appears to be impacted by drug or alcohol abuse. For cause drug testing is not just to test for drug use on the job, but also during off-work hours such as a lunch hour or at home.
- 4) Post-Accident Drug Test. Any of the Contractor's employees involved in an on-the-job accident or injury may be tested for drug or alcohol use.
- 5) Upon request, the Contractor and/or sub-contractors must share drug testing records/documentation with DTMB Office of Infrastructure, Security Program Coordinator or their designee.

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B. Background Checks

- 1) Contractor must perform criminal background checks on all employees, subcontractors, and subcontractor employees (collectively “personnel”) prior to their assignment. Contractor is responsible for all costs associated with processing the background checks. The State, in its sole discretion, may also perform background checks.
- 2) The scope of the background checks must be national and may include Michigan State Police background checks (ICHAT or LEIN) and National Crime Information Center (NCIC) fingerprints. For any personnel that is not a U.S. resident and that will work at a location within 25 miles of an international port of entry, the Contractor must also perform a Canadian criminal background check.
- 3) The State, in its sole discretion, may require any personnel to complete and submit RI-8 Fingerprint Cards for the NCIC fingerprint checks. Any personnel requested to submit an RI-8 Fingerprint Card for an NCIC Fingerprint Check who refuses or fails to do so must be replaced.
- 4) Upon request, the Contractor and subcontractors must provide documentation, including background check results, to the State of Michigan, including DTMB Office of Infrastructure, Security Program Coordinator, or their designee.
- 5) The State reserves the right to request additional background checks at the discretion of state agencies or branches of state government as outlined in the Standard Contract Terms document.
- 6) Failure to provide the requisite number of personnel required by this Contract, who satisfactorily pass the required background check, will be considered a material breach of this Contract. Contractor will ensure that no personnel will provide any services under this Contract who has:
 - (a.) a felony conviction(s) or pending felony charge(s) that are substantially related to the contracted activities or services; and
 - (b.) a conviction(s) or pending charge(s) that would otherwise be disqualifying under section 20173a(1) of the Public Health Code (MCL 333.20173a(1)), excluding subsections (a) and (i).

C. Subcontractors

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i) The Contractor is solely responsible for ensuring that all its subcontractors and subcontractor's personnel, who will be providing services to the State under this Contract, comply with the background check requirements in section 3 above. Failure of a subcontractor to comply with Section 3 shall constitute a material breach by Contractor of this Contract.

D. Identification Badges

All Contractor and sub-contractor staff will display State credentials while performing work on State premises.

E. Storage Areas

- 1) Door to janitorial/attendant/supply room shall remain open while the attendant is on duty and inside the facility. Door must be locked and secured while the attendant is outside the facility and at the end of the final shift for the day.
- 2) All doors to restricted areas must remain locked and secured when unattended.

F. Keys, Codes, and Key Cards

- 1) Keys or key cards will be furnished by the State and **MUST NOT BE DUPLICATED**.
- 2) The Rest Area building shall be secured and locked when the Program Manager directs a temporary closure or seasonal closure of the Rest Area. Building lock up to include:
 - a) Turn off bathroom exhaust fans.
 - b) Turn off all interior lights.
 - c) Check and lock all entrance doors, gates, or other access into the building.
 - d) Properly set security alarm, if applicable.
 - i. If the location is equipped with a security alarm, the Contractor must properly set the security alarm when leaving the facility. Failure to properly lock the building or set the security alarm (where applicable) may result in a Vendor Performance Report and possible cancellation of the contract.
 - ii. If false alarms occur due to the Contractor's failure to properly set the security alarm, any cost incurred from contacting the security service or local police will be the responsibility of the Contractor.

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- 3) In the event the State has to re-key the facility due to lost, broken or non-returned keys or keycards, the cost to re-key will be deducted from the Contractors next available invoice.
- 4) Should the Contract be cancelled by default of Contractor, the cost of changing the building locks, providing new keys or key cards, and re-coding the security alarm (when applicable) will be charged to the Contractor and deducted from final payment due the Contractor.

4. Pricing

4.1. Price Term

Pricing is firm for the full length of contract.

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 a 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.

6. Acceptance

6.1. Acceptance and Inspection

- A. The Program Manager or designee is the only individual authorized to determine whether the Contract Activities are acceptable.

SCHEDULE A - STATEMENT OF WORK CONTRACT ACTIVITIES

- B. Acceptance of Contract Activities is pursuant to Section 14 of the Standard Contract Terms.
- C. The following procedure will be used by the State to determine Acceptance of the Contract Activities.
 - 1) The Program Manager or designee will conduct routine inspections for compliance with Section 1.1 Specifications and site-specific requirements in compliance with the LSS, noting any deficiencies. The Program Manager or designee will make the final determination as to whether any task has been satisfactorily performed.
 - 2) If the Program Manager or designee determine any portion of the Contract Activities are unacceptable, the Program Manager or designee will immediately address the condition with the on-duty attendant and notify the Contractor Representative by telephone and follow up with written notice by email.
 - 3) 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.
- D. The Contractor must make any necessary changes if the Program Manager or designee determines that any task has not been performed adequately or satisfactorily.

6.2. 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 and notify the attendant on site of emergency.
 - 2) Key Personnel failure to respond to the Program Manager or designee within two (2) hours of the initial call may result in a \$250.00 invoice deduction and an additional deduction of \$100.00 for every ½ hour of delay.
- B. Unsatisfactory Conditions
 - 1) The Program Manager or designee is authorized to determine whether Contract Activities are satisfactory.

SCHEDULE A - STATEMENT OF WORK CONTRACT ACTIVITIES

- 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.

a) Unsatisfactory Janitorial Conditions.

- i. Upon receipt of notification of deficiency, the Contractor must correct the deficiency within 1 hour for basic services, and within 24 hours for periodic services.
- ii. Failure to correct the unsatisfactory condition within the specified time frame may result in a \$50.00 per hour invoice deduction for the first hour, and a \$100.00 deduction for each additional continuous hour the condition remains uncorrected.
- iii. If the condition remains unaddressed, a meeting will be held with the Contractor Program Manager, Contractor Field Supervisor, and MDOT staff to discuss a remedy.

C. Unstaffed/Unattended Conditions

Welcome Center/Rest Area attendant must be onsite for full shift as identified in Location Specification Sheet, 7 days a week, including holidays. Failure to provide adequate staff may result in a \$250.00 invoice deduction for the first instance, and a \$500.00 invoice deduction for subsequent unstaffed conditions. Late arrival (defined as greater than 15 minutes) may result in a \$100.00 invoice deduction.

D. Incomplete or Missing Records or Reports

- 1) Incomplete or missing SDS sheets may result in a \$150.00 per day invoice deduction.
- 2) Failure to complete and submit any required report or form within specified time may result in a \$150.00 per day invoice deduction.

E. Inadequate or Unapproved Supplies

Inadequate supplies, or unapproved supplies found on site, may result in a \$150.00 per day invoice deduction.

6.3. Escalation

- A. First Instance. If the Program Manager or designee determines the Contractor is non-compliant with the terms, conditions and/or specifications of the Contract, or a Deductible Incident or Condition has occurred:

- 1) the Program Manager or designee will verbally notify the Contractor of the situation or issue.

SCHEDULE A - STATEMENT OF WORK CONTRACT ACTIVITIES

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

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) Vendor-generated invoice number.
- b) Invoice date.
- c) Delivery Order number.

SCHEDULE A - STATEMENT OF WORK CONTRACT ACTIVITIES

- d) Quantity.
- e) Itemized description of the Contract Activities, including the dates Weekly and Monthly janitorial tasks were performed. If tasks and dates are not itemized on the invoice, a report of Weekly and Monthly tasks must be included with the invoice.
- f) Unit price.
- g) 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 on a monthly basis. Invoices may be sent:

Via email to the Program Manager or designee

Or

Via mail to the billing address identified on the Delivery Order.

Prior to release of payment, invoices will be adjusted to account for any outstanding invoice contractual deductions, deductions for damages, or deductions for liquidated damages.

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 also 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. Licensing Agreement

Any permits, licenses, certificates, or fees required for the performance of Contract Activities shall be obtained and paid by the Contractor. The Contractor must provide a copy of any applicable licensing agreement.

10. Damages

10.1. Damage to State-owned or Leased or Citizen-owned Property

- A. 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.

SCHEDULE A - STATEMENT OF WORK CONTRACT ACTIVITIES

- 1) Verbal notification within one hour of the damage or discovery of damage,
AND
 - 2) Written notification within 24 hours of the damage or discovery of damage.
- B. 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.
- C. In the event of Contractor liability for damages, the Contractor agrees:
- 1) The State will repair, replace or cleanup the damage.
 - 2) The State will provide the Contractor with documentary evidence (e.g., invoices, etc.) of the costs associated with the repair, replacement or cleanup, and
 - 3) The Contractor will reimburse the State for the full amount of the repair, replacement, or cleanup either by:
 - a) Forwarding payment in full within 45 days of receipt of documentary evidence, or
 - b) 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.

10.2. Liquidated Damages

- A. 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 Contractual Deductions stated in Section 6.2, 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 Contract Activities.
- B. Contractor default of contract that causes harm, closure, or loss to the state of Michigan resulting in unstaffed/unattended conditions.
- C. Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified:
 - 1) The State is entitled to collect \$1,000 per individual per day for the removal of any Key Personnel without prior approval of the State.

SCHEDULE A - STATEMENT OF WORK CONTRACT ACTIVITIES

- 2) The State is entitled to collect \$1,000 per individual per day for an unapproved or untrained key personnel replacement.

11. Additional Requirements

11.1. 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.

SCHEDULE B.1 – JANITORIAL SPECIFICATIONS

Master Agreement (MA) No. 230000000918

Janitorial Services for the Menominee Welcome Center

I. WELCOME CENTER/REST AREA JANITORIAL REQUIREMENTS

An attendant must be onsite during the Regular Hours of Staffing as stated in the Specifications on Schedule C – Location Specification Sheet.

1.1. BASIC JANITORIAL SERVICES

A. Restrooms

1. Primary Cleaning of Restrooms. Primary cleaning, specified in the following, shall be completed between the hours of 6:30 A.M. and 9:30 A.M.
 - a. Close off restroom and place closed sign in front of door while cleaning, if necessary. Restroom shall be closed a maximum of 20 minutes in Rest Areas which only have one men's and one women's bathroom. All restrooms shall remain open except during cleaning.
 - b. Perform cleaning survey of all areas - note problems with lights, faucet leaks, flush valves, floor tiles, drains, etc. Fill out condition report.
 - c. Replenish supplies (toilet tissue, hand soap, etc.). Do not dilute hand soap with water.
 - d. Clean and disinfect door, door pulls, window, kick plates, etc.
 - e. Clean and sanitize baby changing stations. Use an all-purpose or pH-neutral cleaning solution. Clean all touchable areas of the baby changing station, including handles, sides, safety straps and the interior changing surface. After use of cleaning solution, wipe down with clean, wet towel or rinse down with water to ensure removal of any soil or chemical material.
 - f. Clean and disinfect sanitary napkin receptacle - remove bag, disinfect container, and install new bag.
 - g. Apply disinfectant to outside of toilets, top and bottom of seats, and flush valves. Do not use acid bowl cleaner.
 - h. Punch water out of toilet traps.
 - i. Apply acid bowl cleaner to johnny mop and clean inside of toilet bowl. Pay special attention to under the rim of the bowl.
 - j. Apply disinfectant to outside of urinals and flush valves. Do not use acid bowl cleaner.
 - k. Apply acid bowl cleaner to johnny mop and clean inside of urinal bowl.
 - l. Clean mirrors.

SCHEDULE B.1 – JANITORIAL SPECIFICATIONS

- m. Clean and disinfect sinks, countertops, fixtures, and front of vanity.
 - n. Clean and disinfect hand dryers. For manual dryers, disinfect push buttons and wipe air inlet openings. For automatic dryers, follow manufacturer's instructions for cleaning and taking care to avoid damage to sensors.
 - o. Wipe disinfectant from toilets, seats, flush valves, and urinals.
 - p. Spot clean walls, ceilings, and partitions; remove graffiti.
 - q. Pick up trash and sweep floor.
 - r. Empty trash receptacles; clean and disinfect inside and outside of all waste receptacles presenting a soiled or odorous condition. Replace receptacle liners when torn or soiled.
 - s. Mop floors using liquid detergent disinfectant.
 - t. Place floor dryers as needed to dry floor prior to re-opening rest room.
 - u. Report needed repairs to the Program Manager.
- 2. Disinfect and clean entire walls and partitions.
 - 3. Remove and clean plastic light fixture covers with soap and water.
 - 4. Clean window screens as needed.
 - 5. Scrub tile floors.
 - a. Close restroom - sign properly displayed.
 - b. Sweep area thoroughly; remove gum or sticky substances with putty knife.
 - c. Fill bucket with carefully measured 20-36% E.P.A. registered phosphoric acid-based solution.
 - d. Place wet floor signs in area.
 - e. Liberally apply cleaning solution to floor with wet mop.
 - f. Allow solution to dwell five minutes.
 - g. Scrub corners and areas machine will not reach with manual swivel scrub brush.
 - h. Pickup scrubbing solution with wet mop.
 - i. Empty bucket - refill with clean rinse water.
 - j. Rinse floor and corners thoroughly - change water often.
 - k. Pickup rinse water with dry mop.
 - l. Dry mop, allow to dry, remove wet floor signs.

SCHEDULE B.1 – JANITORIAL SPECIFICATIONS

6. Wash restroom walls, partitions, toilets, and urinals with portable pump-up sprayer.
 - a. Close restroom.
 - b. Remove all paper products.
 - c. Trip the circuit to hand dryers, and electrical outlets.
 - d. Cover all hand dryers, and electrical outlets with plastic duct tape.
 - e. Wear gloves and eye protection and any other PPE prescribed by the SDS for the cleaning product being used.
 - f. Prepare detergent-disinfectant solution according to manufacturer's directions.
 - g. Apply cleaning solution to walls and partitions. (DO NOT SPRAY CEILING).
 - h. Wash toilets, urinals, flush valves.
 - i. Allow solution to dwell 10 minutes.
 - j. Rinse thoroughly with clean, warm water.
 - k. Wipe down walls, toilets, and urinals with clean cloth.
 - l. Dry mop floor.
7. Clean drains with approved disinfectant.
8. Completely clean ceiling vent covers.
9. Turn off ceiling heaters (if present) and clean panels.

B. Storage/Utility Areas

1. Keep storage area neat and tidy.
 - a. Pick up litter.
 - b. Dispose of empty containers and supplies/materials/equipment no longer used or are damaged.
 - c. Keep walkways clear of obstruction.
2. Visually inspect all equipment (water heaters, pipes, furnace, etc.) for possible leaks.
3. Sweep, mop floor and wipe equipment.
4. Clean drains with approved disinfectant cleaner.

SCHEDULE B.1 – JANITORIAL SPECIFICATIONS

C. General Grounds Cleaning

1. Pick up litter and debris, including paper, food/drink waste, cigarette butts, sticks, and animal droppings, from the grounds and all parking lots. Properly dispose of debris.
2. Sweep curb.
3. Empty recycle bins, replace liners and clean barrels as necessary.
4. Clean cigarette snuffers and/or ash receptacles. Remove cigarette butts from containers.
5. Clean park benches and picnic tables with detergent/disinfectant and rinse.
6. Sweep concrete slabs beneath park benches and picnic tables.
7. Remove/dispose of ashes and clean picnic grills/stoves.

D. Plastic Map and Display Cases

1. Clean plexiglass with a mild soap and water. Do not use harsh chemicals or abrasive materials – DO NOT scratch plexiglass.
2. Remove graffiti using appropriate product for surface.
3. Remove cobwebs in and around structures.

E. Sidewalks, Walkways, and Porch Areas

1. Sweep all sidewalks, walkways, and porch area pavement surfaces clean of debris.
2. Wash exterior of front porch once a month during the months of June, July and August.

1.2. NO-SNOW and/or GROWING SEASON SERVICES

F. General Grounds Cleaning

1. Water new landscape plantings as needed or as directed by Program Manager.
2. Weed all landscaped beds, flowerbeds and mulch/wood chip covered areas.

G. Sidewalks, Walkways and Porch Areas

1. Remove weeds/grass growing in concrete cracks.
2. Remove gum by spraying with gum remover.

H. Annual Flower Beds

1. Water as often as needed.
 - a. Do not allow soil to dry out.
 - b. Water in the morning.

SCHEDULE B.1 – JANITORIAL SPECIFICATIONS

- c. Water thoroughly, with water hose, allowing the water to penetrate down to a depth of four to six inches to encourage deep root growth. Probe the soil to determine when the water has reached these depths.
2. Remove weeds daily as needed. Weeds must be removed either by hand pulling or lightly scratching the surface with a hoe to cut weeds off just below the soil level.
3. Remove (deadhead) faded flowers. Deadheading is necessary to keep the plants attractive, from going to seed and to prevent diseases. Remove faded flowers as needed according to the maintenance level throughout the entire season.
 - a. Low Maintenance - Faded flowers fall cleanly from the plant and do not need removing.
 - 1) Alyssum
 - 2) Basil
 - 3) Begonias
 - 4) Coleus
 - 5) Dahlberg daisy
 - 6) Dusty Miller
 - 7) Flowering cabbage and kale
 - 8) Impatiens
 - 9) Vinca
 - b. Semi-Low Maintenance - Shear back once in mid-July. Shearing back is another form of deadheading. Only enough growth is sheared to remove the flower heads. No more than 33% - 50% of the plants' top growth should be removed.
 - 1) Lobelia
 - 2) Petunia
 - c. Medium Maintenance - Deadhead at least twice a week or as blossoms die. Pinch off faded flowers with fingers just below the flower head or pinch off complete stems depending on the particular plant. Be sure to remove the seedpod also.
 - 1) Brachycome (Swan River Daisy)
 - 2) Cosmos
 - 3) Dianthus
 - 4) Geraniums
 - 5) Marigold
 - 6) Pansies
 - 7) Rudbeckia

SCHEDULE B.1 – JANITORIAL SPECIFICATIONS

- 8) Salvia
- 9) Snapdragon
- 10) Strawflower
- 11) Verbena

1.3. SNOW and/or WINTER SEASON SERVICES

I. Sidewalks, Walkways and Porch Areas

1. Shovel/sweep as often as needed to remove snow and ice; the full width of sidewalks, walkways and porch areas must be kept free of snow and ice at all times.
2. Apply deicer chemicals/sand after snow/ice removal is complete.
3. Remove, as often as needed, any snow left between the parking area (curbside) and the sidewalk. All curb cuts must be kept clear of snow and ice.
4. To avoid snow being pushed onto walkways during plowing, snow must be cleared along the curbs adjacent to the walkways in the parking lot areas in front of and in back of the Welcome Center/Rest Area building. The cleared area must be at least the width of a snowblower or 24" wide and the length of the walkways.
5. When snow is not present, sweep excess deicer chemical from sidewalks/walkways/porch areas after clear and dry.

1.4 FACILITY MAINTENANCE

J. Minor Maintenance

The Contractor must perform the following minor maintenance:

1. Tighten loose screws in partition doors, door closures, etc.
2. Plunge plugged toilets and urinals or rod if necessary.

If a problem cannot be fixed by minor maintenance, turn off water supply to fixtures, electric supply to dryers, lights, or heaters; place temporary "out of order" sign on stall; and notify the Program Manager immediately. The Program Manager may give further instructions for temporary closing part or all of the Welcome Center/Rest Area.

The Contractor shall notify the Program Manager of any conditions that are deemed hazardous or may be questionable and of Welcome Center/Rest Area damage that requires more than minor maintenance.

The Contractor must contact the Program Manager immediately for necessary repairs and replacements, or of any warning lights in the maintenance room or outside on Welcome Center/Rest Area grounds.

SCHEDULE B.1 – JANITORIAL SPECIFICATIONS

The Contractor must not adjust or tamper with controls regulating water treatment equipment, or HVAC equipment. Temperatures in the Rest Area will be maintained at 68 degrees Fahrenheit.

K. MDOT Responsibility

1. Major building repairs and replacement of fixtures will be done by MDOT as required, unless specified as the Contractor's responsibility.
2. MDOT is responsible for the general maintenance of their facilities and all other maintenance not specifically required of the Contractor under the Contract. Maintenance performed by MDOT includes:
 - a) Water conditioning equipment
 - b) Building structures or shelters
 - c) Trees and shrubs, placing and planting, trimming and removal
 - d) Heating and plumbing systems, unless specified as the Contractor's minor maintenance
 - e) Fences
 - f) Lagoons, tile fields and septic tanks
 - g) Electrical equipment
 - h) Utility bills

II. HOLIDAYS AND ADDITIONAL COVERAGE

Holiday periods and Summer weekends may require additional hours of coverage. See Schedule C, tab 1 Service Specifications for additional coverage hours and requirements. No additional compensation will be provided; coverage costs for these periods are to be included in the Contract unit price.

III. REFUSE DISPOSAL

A. Contractor Responsibilities

1. Garbage and recycling shall be placed on the curb by 7:00 am. on Tuesday's.

2. SUPPLIES REQUIREMENTS

A two-week supply of all replenishable materials and products must be stored at the Welcome Center. Vendor is responsible to notify MDOT Program Manager when supplies are low. All supplies and materials must be properly stored in the Storage Room areas.

B. Cleaning Supplies – To Be Provided

IV. EQUIPMENT

A. Equipment Requirements – To be Provided

SCHEDULE B.1 – JANITORIAL SPECIFICATIONS

V. SUPPLIES AND EQUIPMENT STORAGE

All supplies and equipment must be stored within the confines of the assigned storage/utility area.

1. Storage/utility areas must be clean and orderly.
2. All boxes and supply items that may be damaged by water must be stored on shelves; these items cannot be stored on the floor.
3. Items are stored in a manner consistent with the fire code and Safety Data Sheet requirements. Aisles/walking areas are wide and free from obstructions or obstacles.
4. No used equipment parts or broken equipment and/or equipment parts will be stored in the storage/utility areas. Old or broken equipment or equipment parts must be removed from the facility.

Schedule C - Location Specification Sheet (LSS)

Janitorial/Grounds/Snow Services for MDOT Superior Region Menominee Welcome Center

Note to Bidder: This Service Specifications worksheet tab is for informational purposes. Worksheet tabs 2. through 5. must be completed and the entire Schedule C workbook attached with your bid proposal.

I. CONTRACT and AGENCY CONTACT INFORMATION				
Contract Information				
CONTRACT TERM:	# of Years 3	OPTIONS:	# of Options 2	Year(s) per Option 1
CONTRACT START DATE:	6/25/2023	CONTRACT END DATE:	6/24/2026	
CONTRACTING DIVISION / OFFICE:	Department of Transportation/Superior Region/Menominee Welcome Center			
REST AREA NAME/NUMBER:	116			
DESCRIPTION OF REST AREA LOCATION	1343 10th Avenue, Menominee, MI 49858			
MDOT REGIONAL SERVICE AREA:	Superior	COUNTY:	Menominee	
Procurement Contact Information				
CONTACT	NAME	EMAIL	PHONE	
CONTRACT ADMINISTRATOR	Mark Morrison	MorrisonM@michigan.gov	517-275-1834	
PROGRAM MANAGER:	Daniel Kari	Karid@michigan.gov	906-875-6644	
Accounts Payable / Invoice Bill To Address				
Contact Name:	Vivian Haight		Contact Phone:	906-863-6496
Email invoices to:	Haightv@michigan.gov			
II. LOCATION INFORMATION				
Rest Area Location Information				
AVERAGE NUMBER OF ANNUAL VISITORS:	14,000	TOTAL SQ. FT. to be CLEANED:	1,997	
FLOORING TYPE(S)	Carpet/Tile/Stone	NUMBER of RESTROOMS in BUILDING:		
		Men's Restrooms:	1	
		Women's Restrooms:	1	
		Family Restrooms:	0	
NUMBER OF TOILETS	3	NUMBER OF URINALS	2	
NUMBER OF SINKS	4	DO URINALS REQUIRE WATERLESS CARTRIDGES?	No	
NUMBER OF HAND SANITIZERS	0	NUMBER OF DRINKING FOUNTAINS	1	
NUMBER AND CAPACITY OF TRASH RECEPTACLES INSIDE BUILDING	3-3 Gal. 2- 16 Gal 1- 33 Gal.	NUMBER AND CAPACITY OF TRASH AND RECYCLE BARRELS OUTSIDE BUILDING	3- 60 Gallon Trash 3- 60 Gallon Recycle	
APPROX SQ FT TO BE MULCHED	0	APPROX AREA TO BE MOWED	N/A	
ADDITIONAL INFORMATION				
III. Description of Service Needs TASK AND FREQUENCIES				
JANITORIAL SERVICES				
Regular Hours of Staffing	SUMMER		WINTER	
	May 1 to October 31		November 1 to April 30	
	Monday - Saturday		6:30 am - 9:30 am	
Holiday Hours - On the following days, the Contractor shall provide janitorial services during the indicated hours of coverage.				

	Hours of Coverage		
	Year 1	Year 2	Year 3
Memorial Day Holiday	2024	2025	2026
Monday - Attendant 1	6:30 am - 9:30 am	6:30 am - 9:30 am	6:30 am - 9:30 am
Juneteenth Freedom Day Holiday	2024	2025	2026
Attendant 1	6:30 am - 9:30 am	6:30 am - 9:30 am	6:30 am - 9:30 am
Independance Day Holiday	2024	2025	2026
July 4 - Attendant 1	6:30 am - 9:30 am	6:30 am - 9:30 am	6:30 am - 9:30 am
Labor Day Holiday	2024	2025	2026
Monday - Attendant 1	6:30 am - 9:30 am	6:30 am - 9:30 am	6:30 am - 9:30 am
November Election Day	2023	2024	2025
Tuesday- Attendant 1	CLOSED		
Veterans Day Holiday	2023	2024	2025
Attendant 1	CLOSED		
Thanksgiving Holiday	2023	2024	2025
Thursday - Attendant 1	CLOSED		
Friday after Thanks- Attendant 1	CLOSED		
Christmas Eve/Day Holiday	2023	2024	2025
Christmas Eve- Attendant 1	CLOSED		
Christmas Day- Attendant 1	CLOSED		
New Years Eve/Day Holiday	2023/2024	2024/2025	2025/2026
New Years Eve- Attendant 1	CLOSED		
New Years Day- Attendant 1	CLOSED		
MLK Day Holiday	2024	2025	2026
Attendant 1	CLOSED		
Presidents Day Holiday	2024	2025	2026
Attendant 1	CLOSED		
JANITORIAL SERVICES TASKS			
Basic Janitorial Services - See Schedule B.1, Section 1.1.			
Services	Frequency		
	Daily (7 X per week; 365 X per year)	Weekly (Approx 52 X per year)	Bi-Weekly (Approx 26 X per year)

A. Restrooms				
1	Primary Cleaning of Restrooms (see Schedule B.1, Section 1.1.A.1. for all tasks included in Primary Cleaning)	X		
3	Disinfect and clean entire walls and partitions		X	
4	Remove and clean plastic light fixture covers			X
5	Clean screens on the faucets			X
6	Scrub tile floors (see Schedule B.1, Section 1.1.A.5. for tasks and procedure)	X		
7	Wash restroom walls, partitions, toilets and urinals (see Schedule B.1, Section 1.1.A.6. for tasks and procedure)		X	
8	Clean drains with approved disinfectant			X
9	Clean all interior heat/ cool air return vent covers			X
10	Scrub wall tile under hand dryers with abrasive cleaner and sink bowls to remove stains			X
C. Storage/Utility Areas				
1	Keep storage area neat and tidy; free of litter and empty/unused supplies and equipment, and walkway	X		
3	Visually inspect all equipment (water heaters, pipes, furnace, etc.) for possible leaks.	X		
4	Sweep, mop floor and wipe equipment		X	
5	Clean and disinfect drains			X
D. General Grounds Cleaning				
1	Pick up litter and debris	X		
2	Sweep curb.	X		
3	Empty and disinfect trash barrels; replace plastic bags/liners. Empty recycle bins; disinfect recycle bins; replace plastic bags/liners	X		
4	Clean cigarette snuffers/receptacles; remove butts from containers	X		
5	Clean park benches and picnic tables	X		
6	Sweep concrete slabs beneath park benches and picnic tables	X		
7	Remove/dispose of ashes and clean picnic grills/stoves	X		
E. Plastic Map and Display Cases				
1	Clean plexiglass with a mild soap and water		X	
2	Remove graffiti.	X		
3	Remove cobwebs in and around structures		X	
F. Sidewalks, Walkways, and Porch Areas				
3	Sweep all sidewalks, walkways and porch areas	X		
G. Literature Area				
1	Display proper closed and safety signs	X		
2	Dust mop floor	X		
3	Empty waste receptacles and replace liners	X		
4	Wet mop floor	X		
5	Dust high and low, including clocks and all surfaces on which dust gathers		X	

6	Remove all cobwebs		X		
7	Clean all furniture by most appropriate means		X		
8	Clean and disinfect, inside and outside, all waste receptacles, Replace liners		X		
9	Remove floor drain covers. Clean and disinfect covers and drains using mild 20% phosphoric acid		X		
10	Clean glass on all exterior wall display cases		X		
11	Spot clean walls, doors, etc., removing all cobwebs, fingerprints, smears and stains		X		
12	Vacuum exposed air bars, and heating outlets			X	
13	Clean all baseboards			X	
14	Scrub and mop literature room floor	X			
15	Lights - Removed diffusers from all light fixtures. Clean reflectors, diffusers and bulbs			X	
16	Unload supplies / Literature and store in appropriate areas			X	
17	Dust and vacuum literature racks and shelving				1 x Annual
18	Clean and reset mouse traps	As Needed			
Seasonal Basic Janitorial Services					
No-Snow and/or Growing Season (approx May- October) - See Schedule B.1, Section 1.2.					
Services		Frequency			
		(7 X per week; Approx 200 X	(Approx 30 X per year)	(Approx 15 X per year)	(Approx 7 X per year)
G. General Grounds Cleaning					
1	Water new landscape plantings as needed or as directed by Program Manager		X		
2	Weed all landscaped beds, flowerbeds and mulch/wood chip covered areas	X			
H. Sidewalks, Walkways, and Plaza Areas					
1	Remove weeds/grass growing in concrete cracks	X			
3	Remove gum				X
I. Annual Flower Beds					
1	Water as often as needed	X			
2	Remove weeds	X			
3	Remove (deadhead) or shear faded flowers. Medium Maintenance flower plants must be deadheaded; Semi-Low Maintenance flower plants must be sheared in mid-July	X			
As-needed Minor Maintenance					
K. The following minor maintenance tasks are included in Basic Janitorial Services					
1	Tighten loose screws in partition doors, door closures, etc.				
2	Plunge plugged toilets and urinals or rod if necessary				

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.

ADDITIONAL SERVICES – FOR QUOTATION PURPOSES ONLY – Do not include in the total price of the bid

Description	Quote per Hour
Emergency Services: (Includes cleaning services for emergency situations such as restrooms overflow, etc.)	
Description	Quote per Month
Infectious Disease Control:	

NOTES AND ADDITIONAL INFORMATION

- All cleaning schedules are to be established with and approved by the Program Manager (PM) at the beginning of the contract period. Service delivery begin date will be determined by PM. Any deviation from the established schedule must be pre-approved by the PM.

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

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

The SOM will supply

Reminder to Bidder: Complete spreadsheets (tabs) 2. through 5.

Schedule C - Price

To be completed by Agency

To be completed by Bidder

Agency	Michigan Department of Transportation				
Divison / Location	Department of Transportation/Superior Region/Menominee Welcome Center				
Roadside Park Name/Number	116				
Roadside Park Location	1343 10th Avenue, Menominee, MI 49858				
Contract Base Term (years):		3			
Contract Start Date:		6/25/2023			
Contract End Date:		6/24/2026			
JANITORIAL SERVICES					
	Annual Quantity		Price per Month		ANNUAL PRICE
BASIC JANITORIAL SERVICES includes: Daily Tasks performed daily 7 days per week Weekly Tasks performed 1 time per week Bi-Weekly Tasks performed 1 time every 2 weeks Seasonal Basic Janitorial Tasks performed as indicated Minor Maintenance Tasks performed as-needed Refuse Disposal	12	x	\$ 1,250.00	=	\$ 15,000.00
MONTHLY JANITORIAL SERVICES; performed 1 time per month					
	Annual Quantity		Price Per Service		ANNUAL PRICE
Restroom					
a.) Scrub floors b.) Wash walls, partitions, toilets and urinals c.) Clean drains d.) Clean ceiling vent covers e.) Clean ceiling heater panels	12	x	\$ 1,000.00	=	\$ 12,000.00
Lobby					
a.) Wash all windows, including upper-level windows b.) Clean ceiling and beams/trusses	12	x	N/A	=	#VALUE!
Sidewalks and Walkways (April - October)					
a.) Remove weeds/grass growing in concrete cracks b.) Remove gum	3	x	\$ 500.00	=	\$ 1,500.00
Storage Areas					
a.) Clean drains	12	x	\$ 125.00	=	\$ 1,500.00
TOTAL ANNUAL PRICE FOR MONTHLY JANITORIAL SERVICES					\$ 2,500.00
TOTAL ANNUAL PRICE FOR ALL JANITORIAL SERVICES					\$ 30,000.00
Successful performance of this Contract requires Attendants who are reliable and professional while on duty. It is critical that attendants report for duty as scheduled, perform Contract Activities without hindrance or delay, and maintain a professional manner when interacting with the public. Bid prices should be based on a wage for attendants that will facilitate obtaining and retaining attendants who meet this criteria and lessen employee turn-over.					
Provide the hourly wage attendants will be paid under the contract:					
TOTAL QUOTE FOR ONE YEAR				\$	30,000.00
NUMBER OF YEARS IN CONTRACT TERM					3
TOTAL QUOTE FOR CONTRACT				\$	90,000.00
Quick payment terms:	discount off invoice if paid within days after receipt of invoice				
Bidder	Marilyn M Hermanson				
SIGMA VSS Vendor ID	379-92-4989				
Name of Bidder's representative/agent who approved price quote	Marilyn M Hermanson				
Date	4/26/2023				
Telephone Number	n/a				
Cell Phone Number	1-906-792-5847				

Email

hermansonma@hotmail.com

Reminder to Bidder: Complete spreadsheets (tabs) 2. through 5.

Schedule C - Janitorial Supplies & Equipment

MDOT APPROVED CONTRACTOR SUPPLIED MATERIALS LIST for REST AREAS

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. Estimated quantity is annually per Rest Area.

To be completed by Agency

To be completed by Bidder

Equipment and Tools

Equipment/Tool	Typical Use	Equipment/Tool Specifications	Bidder must indicate agreement to provide item by entering YES in
Air Blower	Dry floors	1 HP motor, minimum 4,000cfm	provided by Welcome Center
Drain Snake	Unclog drains	Standard	provided by Welcome Center
Floor Squeegees	Push excess liquid into floor drains	24" minimum width, rubber tipped	provided by Welcome Center
Garden Hose	Water flowerbeds	Quality 5/8" dia. rubber hose with proper fittings, minimum length 100'	provided by Welcome Center
Gum Scraper	Remove gum from sidewalks	Minimum 48" handle with minimum blade width of 4".	provided by Welcome Center
Multipurpose, Telescoping Ladder	Accessing certain varying heights	Step ladder height 5 to 9 feet, ANSI Type 1A	provided by Welcome Center
Portable Pump-up Sprayer	Wash walls and partitions	Portable, 3 Gallon capacity, plastic tank with 18" chemical resistant hose with wand, adjustable spray tip, viton seals	provided by Welcome Center
Rotary Floor Machine	Scrub quarry tile floor	175 RPM speed with 15" Brush Spread, must be run on wet floor	provided by Welcome Center
Scrub Pads	Manually scrub areas not easily accessible by Rotary Floor Machine	Swivel head must fit on standard threaded wood handle with bristle made of DuPont "Tynex A"	provided by Welcome Center
Shovels/Rakes	For snow removal/Raking		provided by Welcome Center
Lawn Mower	Mowing grass	mulching blades	
String Trimmer/Edger	Clipping grass and edging		Provided by Welcome Center
Toilet Plunger	Unclog toilets	Standard	provided by Welcome Center
Wet Floor Signs	Placed in areas being cleaned when needed	Approved plastic yellow folding signs	provided by Welcome Center
Wet-Dry Vacuum	Clean floors, mats, air vents, filters, ledges, etc.	Minimum 6.0 Peak Hp, capacity 16 gallons, w/appropriate attachments	provided by Welcome Center
Window Squeegees and Extension	Clean windows	Squeegee designed for window washing with extension as needed	provided by Welcome Center

If Bidder proposes additional or alternate Materials, Equipment, or Tools, list proposed items and provide

Material/ Equipment/Tool	Typical Use	Material/Equipment/Tool Specifications	Estimated Annual Quantity	Product/ Manufacturer/ Brand/Model