



# STATE OF MICHIGAN PROCUREMENT

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

## CONTRACT CHANGE NOTICE

Change Notice Number 3  
 to  
 Contract Number 751B6600016

<b>CONTRACTOR</b>	Hi-Tec Building Services
	6578 Roger Drive
	Jenison, MI 49428
	Brian Hogan
	888-345-5314
	bhogan@hitec-services.com
	CV0036572

<b>STATE</b>	Tim Melko	DNR
	906-226-1332	
	MelkoT@michigan.gov	
	Lisa Crozier-Green	DNR
	517-284-5938	
	CrozierGreenL@michigan.gov	

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Janitorial Services – Baraga Customer Service Center				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
February 15, 2016	January 31, 2019	Two 1-Year Options to Renew	January 31, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One Year	<input type="checkbox"/>		January 31, 2021
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$17,850.00		\$2,519.50	\$20,369.50	
<b>DESCRIPTION:</b> Effective February 1, 2020 this Contract is exercising the final option year and is increased by \$2,519.50 for DNR use.. The revised expiration date is January 31, 2021. All other terms, conditions, specifications and pricing remain the same. Per agency request and Contractor agreement.				

**FOR THE CONTRACTOR:**

**Hi-Tec Building Services**

\_\_\_\_\_  
Company Name



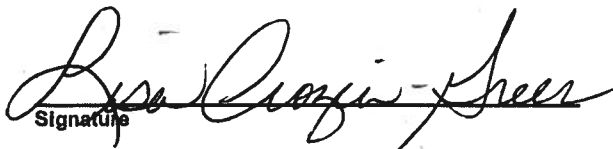
\_\_\_\_\_  
Authorized Agent Signature

**Brian Hogan**

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

10-2-19  
Date

**FOR THE STATE:**

  
Signature

**Lisa Crozier-Green, Contract Administrator**

\_\_\_\_\_  
Name & Title

**Department of Natural Resources, Procurement Office**

\_\_\_\_\_  
Agency

10.3.19  
Date

**Contract 751B6600016**

**Janitorial Services – Baraga Customer Service Center**

**EXHIBIT E - PRICING – REVISED 10/1/19**

Description	Unit Price
<b>Basic Janitorial Services: Includes Daily, Weekly and Monthly Service Tasks.</b> DAILY SERVICE tasks performed 2 times per week. WEEKLY SERVICE tasks performed 1 time per week. MONTHLY SERVICE tasks performed 1 time per month. See Exhibit B - Location Specification Sheet for all tasks.	\$ <u>595.00</u> Per Month
<b>Annual Service:</b> Shampoo or steam clean carpets by commercial methods: Full contract area.	\$ <u>175.00</u>
<b>Annual Service:</b> Strip, seal, wax and buff all hard surface floors: Full contract area.	\$ <u>590.00</u>
<b>Annual Service:</b> Clean Windows on building (inside and outside).	\$ <u>25.00</u>



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

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

**CONTRACT CHANGE NOTICE**

Change Notice Number 2  
to  
Contract Number 751B6600016

<b>CONTRACTOR</b>	Hi-Tec Building Services
	6578 Roger Drive
	Jenison, MI 49428
	Brian Hogan
	888-345-5314
	bhogan@hitec-services.com
	CV0036572

<b>STATE</b>	Program Manager	Kelley Multerer	DNR
	Contract Administrator	906-563-9247	
		MultererK@michigan.gov	
		LisaCrozier-Green	DNR
		517-284-5938	
		CrozierGreenL@michigan.gov	

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Janitorial Services – Baraga Customer Service Center				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
February 15, 2016	January 31, 2019	Two 1-Year Options	January 31, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One Year	<input type="checkbox"/>		January 31, 2020
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$17,850.00		\$0.00	\$17,850.00	
<b>DESCRIPTION:</b> Effective February 1, 2019 the DNR is exercising the first option year available on the Contract. All other terms, conditions, specifications and pricing remain the same. Per DNR request and Contractor agreement.				

**FOR THE CONTRACTOR:**

**Hi-Tec Building Services, Inc.**

\_\_\_\_\_  
Company Name



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

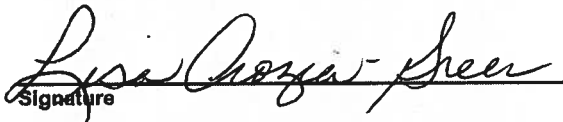
**Brian Hogan**

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

*3-18-19*

\_\_\_\_\_  
Date

**FOR THE STATE:**

  
Signature

**Lisa Crozier-Green, Contract Administrator**

\_\_\_\_\_  
Name & Title

**Department of Natural Resources**

\_\_\_\_\_  
Agency

*3-19-19*

\_\_\_\_\_  
Date



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Natural Resources  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

## CONTRACT CHANGE NOTICE

Change Notice Number 1  
to  
Contract Number **751B6600016**

<b>CONTRACTOR</b>	Hi-Tec Building Services
	6578 Roger Drive
	Jenison, MI 49428
	Brian Hogan
	888-345-5314
	bhogan@hitec-services.com
	608/003

<b>STATE</b>	Program Manager	Kelley Multerer	DNR
		906-563-9247	
<b>STATE</b>	Contract Administrator	MultererK@michigan.gov	
		Lisa Crozier-Green	DNR
		517-284-5938	
		CrozierGreenL@michigan.gov	

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Janitorial Services – Baraga Customer Service Center				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
February 15, 2016	January 31, 2019	Two 1-Year Options	January 31, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 31, 2019
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$17,850.00		\$0.00	\$17,850.00	
<b>DESCRIPTION:</b> Effective November 1, 2016 the Attached Exhibit B Location Specification Sheet and attached Exhibit E Pricing have been revised to include additional square footage of carpet, reduce square footage of ceramic tile to be cleaned and adjust Basic and Periodic pricing accordingly. Please note: the Contract Administrator has been changed to Lisa Crozier-Green. All other terms, conditions, specifications and pricing remain the same. Per DNR request and contractor agreement.				

**Contract 751B6600016  
Janitorial Services – Baraga Customer Service Center**

**REVISED EXHIBIT B - LOCATION SPECIFICATION SHEET 10/26/16**

<b>BUILDING LOCATION INFORMATION</b>			
LOCATION ADDRESS:		Baraga Customer Service Center 427 US 41 North Baraga, MI 49908	
COUNTY:		Baraga	
Official Working Days of Building Occupants:	<b>Monday thru Friday</b>	Official Working Hours of Building Occupants:	<b>7:00 am - 5:30 pm Eastern</b>
Number of Employees:	<b>18</b>	Approximate Daily Visitors:	<b>20-25</b>
Number of Workstations:	<b>16</b>	Number of Days Daily Services Performed	<b>2</b>
Preferred Days of Cleaning Service:	<b>Tues/Fri</b>	Work Hours of Cleaning Service:	<b>Between 5:30 pm and 7:00 am</b>
Total Building Sq. Ft. to be Cleaned:	<b>3,300</b>	Number of Stories In Building:	<b>2</b>
Total Sq. Ft. of <b>Carpet</b> to be Cleaned:	<b>2,876</b>	Areas: <b>Top floor, basement floor, lobby, hallways, aisles</b>	
Total Sq. Ft. Of <b>Vinyl</b> to be Cleaned:		Areas:	
Total Sq. Ft. Of <b>Ceramic</b> to be Cleaned:	<b>212</b>	Areas: <b>Women's restroom (132 sq. ft.) and men's restroom (80 sq. ft.)</b>	
Total Sq. Ft. Of <b>Concrete</b> to be Cleaned:	<b>212</b>	Areas: <b>Furnace room, back entrance stair well</b>	
Number of Restrooms In Building:	<b>2</b>	Total Number of Units For Restrooms:	<b>5</b>
Window cleaning included on this Contract:	<b>All interior and exterior windows are included on the Contract. Building is a story and a half - exterior windows can be reached with extension squeegee/brush; no ladders required.</b>		
<b>ADDITIONAL INFORMATION:</b> The janitor will access DNR Baraga Customer Service Center by front door with a security code which is unique to each janitor.			

**DESCRIPTION OF SERVICE NEEDS - TASKS AND FREQUENCIES**

	FREQUENCY			
	Each Service Occurrence (2 times per week)	Weekly (Once per week)	Monthly (Once per month)	Annual (Once Per Year)
<b>BASIC JANITORIAL SERVICES</b>				
<b>1. General Room Cleaning – All contract area except restrooms</b>				
A. Vacuum carpet. Spot clean carpet as needed removing all spots/stains.	X			
B. Sweep or Dust mop hard surface floors, including stairs.	X			
C. Wet mop hard surface floors, including stairs.	X			
D. Clean mats and runners by appropriate method	X			
E. Empty waste containers; replace liners as needed	X			
F. Clean and polish all entrance and lobby glass – includes inside and outside glass on entrance doors.	X			
G. Sweep and damp mop stairs.	X			
H. Dust - high and low, all surfaces on which dust gathers; remove cobwebs.	X			
I. Spot clean walls, partitions, doors, switches, etc.	X			
J. Damp wipe all non-upholstered furniture, tables and counter areas.	X			
K. Clean with disinfectant and wipe dry all handrails and doorknobs	X			
L. Dust all phones and clean receivers with disinfectant.	X			
M. Clean all glass in interior partition walls.			X	
N. Vacuum fabric upholstered furniture			X	
O. Dust/clean baseboards			X	
P. Clean air bars and vents			X	
Q. Clean window treatments - Dust blinds			X	
R. Clean basement janitorial storage area			X	
S. Clean scuff marks from all hard surface floors			X	
T. Empty recycling containers and place material in janitorial room			X	
U. Scrub back stairwell railing			X	
V. Clean and disinfect waste containers			X	
<b>2. Restroom Cleaning</b>				
A. Empty all waste containers	X			
B. Fill dispensers	X			
C. Dust - high and low, all surfaces on which dust gathers; remove cobwebs	X			
D. Clean and disinfect sinks	X			
E. Clean glass and mirrors	X			
F. Clean and disinfect toilets and urinals	X			



**DESCRIPTION OF SERVICE NEEDS - TASKS AND FREQUENCIES**

	FREQUENCY			
	Each Service Occurrence (2 times per week)	Weekly (Once per week)	Monthly (Once per month)	Annual (Once Per Year)
<b>BASIC JANITORIAL SERVICES</b>				
G. Clean and disinfect wall around toilets and urinals, stall and entry doors, and partitions between toilets, urinals and sinks. Also perform any obvious spot cleaning.	X			
H. Sweep floor	X			
I. Wet mop floors with disinfectant/deodorant cleaner. (Note: Mops used in restrooms are not to be used for non-restroom areas.)	X			
J. Maintain floor drains/traps free of odors	X			
<b>3. Lift/Elevator Cleaning</b>				
A. Wipe outside door		X		
B. Clean interior <b>only upon request</b>				
<b>PERIODIC SERVICES</b>				
<b>4. Intensive Floor Care</b>				
A. Clean all carpet - whole contract area				X
B. Strip and refinish all hard surface floors				X
<b>5. Windows</b>				
A. Clean Windows <b>Interior and Exterior</b>				X

**Contract 751B6600016**  
**Janitorial Services – Baraga Customer Service Center**

**REVISED EXHIBIT E - PRICING 10/26/16**

Description	Unit Price
<p><b>Basic Janitorial Services: Includes Daily, Weekly and Monthly Service Tasks.</b></p> <p>DAILY SERVICE tasks performed 2 times per week.  WEEKLY SERVICE tasks performed 1 time per week.  MONTHLY SERVICE tasks performed 1 time per month.  See Exhibit B - Location Specification Sheet for all tasks.</p>	<p>\$ <u>430.00</u> Per Month</p>
<p><b>Annual Service:</b> Shampoo or steam clean carpets by commercial methods: Full contract area.</p>	<p>\$ <u>385.00</u></p>
<p><b>Annual Service:</b> Concrete deep scrub</p>	<p>\$ <u>65.00</u></p>
<p><b>Annual Service:</b> Concrete deep scrub</p>	<p>\$ <u>65.00</u></p>
<p><b>Annual Service:</b> Clean Windows on building (inside and outside).</p>	<p>\$ <u>25.00</u></p>

**FOR THE CONTRACTOR:**

**Hi-Tec Building Services, Inc.**

\_\_\_\_\_  
Company Name



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

**Brian Hogan**

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

*10-27-16*

\_\_\_\_\_  
Date

**FOR THE STATE:**

\_\_\_\_\_  
Signature

**Lisa VanOstran, Buyer**

\_\_\_\_\_  
Name & Title

**Department of Natural Resources**

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

**STATE OF MICHIGAN**  
 DEPARTMENT OF NATURAL RESOURCES  
 PROCUREMENT SERVICES

525 W. Allegan St.  
 Lansing, MI 48933

PO Box 30028  
 Lansing, MI 48909

**NOTICE OF CONTRACT NO. 751B6600016**

between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Hi-Tec Building Services 6578 Roger Drive Jenison, MI 49428	Brian Hogan	bhogan@hitec-services.com
	TELEPHONE	VENDOR ID#, MAIL CODE
	888-345-5314	2XXXXX6608/003

STATE CONTACT	DNR DIVISION	NAME	TELEPHONE	EMAIL
Program Manager	Finance & Operations Division	Kelley Multerer	906-563-9247	multererk@michigan.gov
Contract Administrator	Procurement Services	Ruth Thole	517-284-5973	tholer@michigan.gov

**CONTRACT SUMMARY**

**Janitorial Services – Baraga Customer Service Center**

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
Approx. 3 years	02/15/2016	01/31/2019	Two 1-year
PAYMENT TERMS	F.O.B.	SHIPPED TO	
1%/10; Net 30	N/A	N/A	
MINIMUM DELIVERY REQUIREMENTS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**MISCELLANEOUS INFORMATION**

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: \$17,850.00

FOR THE CONTRACTOR:

**Hi-Tec Building Services, Inc.**



Authorized Agent Signature

**Brian Hogan / President**

Authorized Agent (Print or Type)

**2-8-16**

Date

FOR THE STATE:

**Department of Natural Resources**



Signature

**Ruth Thole / Buyer**

Name/Title

**2/10/16**

Date



## STATE OF MICHIGAN STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Hi-Tec Building Services, Inc. (the “**Contractor**”); a Michigan corporation. This Contract is effective on February 15, 2016 (“**Effective Date**”), and unless terminated, expires on January 31, 2019.

This Contract may be renewed for up to two (2) additional one-year periods. Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.

The parties agree as follows:

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

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

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; 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 be clearly identifiable while on State property 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:

Ruth Thole  
Department of Natural Resources  
Procurement Services  
PO Box 30028  
Lansing, MI 48909  
[tholer@michigan.gov](mailto:tholer@michigan.gov)  
517-284-5973

If to Contractor:

Brian Hogan  
Hi-Tec Building Services, Inc.  
6578 Roger Drive  
Jenison, MI 49428  
[bhogan@hitec-services.com](mailto:bhogan@hitec-services.com)  
888-345-5314

- 3. Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a “**Contract Administrator**”):

State:

Ruth Thole  
Department of Natural Resources  
Procurement Services

Contractor:

Brian Hogan  
Hi-Tec Building Services, Inc.  
6578 Roger Drive

PO Box 30028  
 Lansing, MI 48909  
[tholer@michigan.gov](mailto:tholer@michigan.gov)  
 517-284-5973

Jenison, MI 49428  
[bhogan@hitec-services.com](mailto:bhogan@hitec-services.com)  
 888-345-5314

**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:

Kelley Multerer  
 Department of Natural Resources  
 Norway Field Office  
 520 West US Hwy 2  
 Norway, MI 49870  
[multererk@michigan.gov](mailto:multererk@michigan.gov)  
 906-563-9247

Contractor:

Dave Miller  
 Hi-Tec Building Services, Inc.  
 6578 Roger Drive  
 Jenison, MI 49428  
 906-295-1534

**5. Project Manager.** The Project Manager will be the DNR contact person at Baraga Customer Service Center:

Valerie Miller  
 Department of Natural Resources  
 Baraga Customer Service Center  
 472 US 41 North  
 Baraga, MI 49908  
[Millerv1@michigan.gov](mailto:Millerv1@michigan.gov)  
 906-353-6651

**6. 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 Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.

**7. Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04; (2) include a waiver of subrogation; and (3) for a claims-made policy, provide 3 years of tail coverage.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.

<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

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

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

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

8. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
9. **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.
10. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
11. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
12. **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.

**13. Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

**14. Ordering.** Contractor is not authorized to begin performance until receipt of an authorizing Purchase Order.

**15. 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 Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 19, 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.

**16. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. Payment terms are as agreed between the Contractor and the State. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Contract Activities purchased under the Contract are for the State's exclusive use. Prices are exclusive of all taxes, and Contractor shall be solely responsible for payment of any applicable taxes.

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/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

**17. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.

**18. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 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 purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

- 19. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 20, Termination for Convenience.

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

- 20. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 21, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

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

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

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

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

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

- 23. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 24. Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 25. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 26. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("State Data"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
- 27. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- A. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- B. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- C. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- D. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- E. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within five (5) calendar days from the date of termination to the other party.

**28. Records Maintenance, Inspection, Examination, and Audit.** Under 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 financial and accounting records related to the Contract through the term of the Contract and for 7 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 days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

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

**29. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities;

(e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 19, Termination for Cause.

- 30. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 31. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 32. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, 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, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
- 33. 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.
- 34. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 35. Non-Exclusivity.** Nothing contained in this Contract is intended nor shall be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 36. 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.
- 37. 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.

- 38. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
- 39. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 40. Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.
- 41. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 42. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 43. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 44. Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

# STATE OF MICHIGAN

Contract 751B6600016  
Janitorial Services – Baraga Customer Service Center

## EXHIBIT A – STATEMENT OF WORK CONTRACT ACTIVITIES

This exhibit identifies the requirements of the Contract.

### 1. SCOPE

This is a Contract for janitorial services for Department of Natural Resources Baraga Customer Service Center located at 472 US 41 North, Baraga, Michigan.

### 2. SPECIFICATIONS

The Contractor shall provide all personnel, equipment, tools, supplies, supervision and other items and services necessary to perform the services as described in **Exhibit B – Location Specification Sheet** and meet the **Minimum Cleaning Performance Standards (Exhibit C – Task Definitions)**. The required objective is to maintain the State facility in such a manner that occupants and visitors are provided a clean, healthy, and safe work environment.

#### A. Contract Areas will include:

- 1) Air-vents / registers (outside surfaces)
- 2) Waste-receptacles (including ash-receptacles)
- 3) Restrooms
- 4) Entrance / Lobby
- 5) Corridors (including drinking fountains)
- 6) Rubbish / Waste removal (to dumpster sites)
- 7) Conference / Meeting rooms
- 8) Staff Offices / work-stations
- 9) Storage rooms
- 10) Floors
- 11) Interior Windows (including window treatments such as blinds, etc.)
- 12) Furniture (including desks, tables, cabinets, work-surfaces, upholstery, etc.)
- 13) Exterior windows
- 14) Lift/elevator

#### B. Tasks

Tasks are categorized as Basic Services or Periodic Services. See **Exhibit B – Location Specification Sheet** for the description of tasks in each category and the frequency each task is performed. Tasks performed must meet the **Minimum Cleaning Performance Standards (Exhibit C – Task Definitions)**.

#### C. Basic Services Schedule

Basic Services tasks will be performed per the following schedule:

- 1) Basic Services shall be performed two (2) times per week.
- 2) Work hours are 5:30 p.m. to 7:00 a.m. Eastern Time (outside Official Working Hours of Building Occupants).
- 3) Preferred days for Basic Services are Tuesday and Friday.

Adjustments to the basic janitorial schedules, including any weather-related deviations, must be approved by the DNR Program Manager or designee and may result in a deduction for the adjustment to service on the next invoice.

**D. Periodic Services Schedule**

Periodic Services tasks will be performed once per year. Services will be performed according to schedules and at times mutually agreed by the Contractor and the DNR Program Manager. The Contractor must notify the DNR Program Manager or designee at least five business days prior to Periodic Services being performed.

**E. Holiday Schedule**

Adjustments to service schedules due to State Holidays must be pre-approved by the DNR Program Manager. State Holidays include:

- New Year's Day
- Martin Luther King, Jr. Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Election Day (every 2 years)
- Thanksgiving Day (Thursday and Friday)
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

**3. EQUIPMENT REQUIREMENTS**

The Contractor shall furnish all mechanical and/or power equipment and other miscellaneous equipment supplies necessary for the performance of the Contract. This includes, but is not limited to, vacuums, floor machines, carpet cleaning systems, mops and buckets, gloves, scrub pads, etc. The DNR will furnish an area, when necessary, for storage of the Contractor's equipment. The Contractor will be held solely responsible for all items stored on State premises.

**A.** Contractor must utilize equipment that meets the approval of the DNR Program Manager. Prior to starting any work, the Contractor shall submit to the DNR Program Manager a complete list of proposed equipment to be used in fulfilling the Contract. Power equipment listed must also include the following information:

- 1) Description
- 2) Age
- 3) Manufacturer
- 4) Model and Serial Number

**B.** Contractor shall furnish all power equipment such as floor machines, vacuum systems, carpet cleaning systems, etc. and all other equipment.

**C.** Equipment failure **WILL NOT** constitute an acceptable reason for failure to provide service.

**4. SUPPLIES – CONTRACTOR REQUIREMENTS**

The Contractor shall furnish all supplies necessary for the performance of the Contract other than Replenishable Supplies provided by the State. This includes, but is not limited to, chemicals, cleaners and finishes for the treatment of various types of fixtures, plumbing, wall, flooring, carpeting, furniture, etc. The DNR will furnish an area, when necessary, for storage of the Contractor's supplies. The Contractor will be held solely responsible for all items stored on State premises.

**A.** Prior to starting any work, the Contractor shall submit to the DNR Program Manager a complete list of proposed chemicals, cleaners and finishes to be used in fulfilling the Contract. (Note: The use of any powdered scouring cleansers is expressly prohibited.)

**B.** The State reserves the right to reject any cleaners, chemicals and finishes. The Contractor must furnish an acceptable substitute for any item rejected by the State.

- C. The State prefers Contractors provide cleaning solutions, chemicals and finishes that do not require the use of aerosol cans or utilize chlorofluorocarbons to dispense product. If the Contractor intends to utilize product in aerosol cans, the Contractor must disclose the product and receive written agreement from the Program Manager or designee.
- D. The Contractor shall provide and maintain Material Safety Data Sheets (MSDS) for all chemicals, cleaners and finishes used on site. Location to store MSDS documentation will be determined by the DNR Program Manager or designee.

## 5. REPLENISHABLE SUPPLIES – STATE REQUIREMENTS

The State shall furnish the following replenishable items:

- A. Paper towels
- B. Hand soap
- C. Toilet tissue
- D. Plastic trash can liners
- E. Air fresheners

## 6. HAZARDOUS CONDITIONS

Conditions that are deemed hazardous, or that may be questionable (i.e., such as burned out lights, loose railings, ceiling tiles, exposed wiring, broken windows, etc.) must be reported, in writing, to the DNR Program Manager within 24 hours of observation. The written report should include a description of the hazardous condition, the specific location, and the date and time the condition was discovered.

## 7. ROLES AND RESPONSIBILITIES

### A. Key Personnel

Dave Miller is designated as the Contractor's Key Personnel.

- 1) Key personnel is defined by the State as a full-time Project / Regional / Area or Site Supervisor who will be directly responsible for the day-to-day operations of the Contract.
- 2) It is the preference of the State that the Key Personnel maintain a local presence to enable prompt response to performance issues or to be available for onsite meetings when requested by the DNR Program Manager.
- 3) 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.
- 4) The State reserves the right to approve Key Personnel for this project and to require replacement of any Key Personnel found to be unacceptable at any time during the project.
- 5) Key Personnel shall act as the Contractor's designated representative.
- 6) Key Personnel shall be trained and qualified to directly supervise the day-to-day Contract Activities.

### B. Site Staffing

- 1) The Contractor shall employ adequate site staff to insure Contract Activities are performed as specified. Backup staff must be available to perform services when primary site staff is absent.
- 2) The Contractor must notify the DNR Program Manager at least five calendar days before removing or assigning site staff. The DNR Program Manager must be notified immediately if site staff is terminated for cause.
- 3) The State reserves the right to approve Contractor's employees for this project and to require replacement of any employee found to be unacceptable at any time during the project.
- 4) Contractor's personnel must be appropriately attired while performing Contract Activities. Contractor's personnel must be clearly identifiable while on State managed property.



**C. Disclosure of Subcontractor:**

No Subcontractors will be utilized in the performance of this Contract.

**D. Security**

The Contractor shall comply with all security regulations and special working conditions as required, including but not limited to:

- 1) Contractor must maintain a secure environment at all times.
  - a) The Contractor's staff must properly lock the building while services are being performed.
  - b) The Contractor's staff must insure entrance door is closed securely and locked when leaving.
- 2) No individual is allowed into the facility other than Contractor's staff responsible for performing janitorial services and approved by the DNR Program Manager.
- 3) The Contractor shall be provided a code for entrance to the building and areas of the building necessary for the completion of services. Any such code must not be shared. Assigned entrance codes will be deactivated upon Contract expiration or cancellation and upon termination of any Contractor staff.
- 4) Failure to maintain a secure environment or properly lock the building will result in issuance of a complaint and possible cancellation of the Contract.

**E. Employee Conduct**

Contractor AGREES that its employees and all other individuals Contractor permits on State property for purposes of implementing the Contract shall:

- 1) Not allow unauthorized individuals into the location worksite.
- 2) Not bring to or meet personal visitors (i.e. children, relatives, etc.) at the location-worksite.
- 3) Not smoke in state facilities or within 25 feet of building entrances.
- 4) Not consume alcoholic beverages nor use narcotics while on duty nor be under the influence when reporting for duty.
- 5) Not receive or initiate personal telephone calls from state owned or operated telephones.
- 6) Secure the facility (i.e., turn-off lights, etc.), as applicable, after cleaning is completed in an assigned area.
- 7) Not bring weapons to the location worksite.
- 8) Be subject to drug screening if requested by the DNR Program Manager.

**8. PROJECT MANAGEMENT**

**A.** Upon award of the Contract the following shall be submitted to the DNR Program Manager for review and approval. Approval of the DNR Program Manager must be granted prior to commencement of work.

- 1) Equipment List – indicating description, age, manufacturer, model and serial number of each piece. Equipment must meet or exceed all requirements defined under "Equipment Requirements" in this document. All equipment must be in the Contractor's possession, available for use and fully operational, prior to Contract award.
- 2) Cleaning Products List – indicating brand, use, and description of all products to be used in fulfilling the Contract.
- 3) Name(s) of Key Personnel along with 24-hour contact telephone numbers and best contact times.
- 4) List of site staff personnel expected to complete work on the Contract.

**B.** Any misrepresentation by the Contractor of its ability to perform the work described in this Contract may be grounds for immediate termination.

**C.** Adjustments to service schedule due to State holidays, personnel absence, weather-related deviations, equipment failure, etc. must be approved by the DNR Program Manager.

- D. The Contractor will carry out this project under the direction and control of the DNR Program Manager. The DNR Program Manager will schedule meetings as needed to review progress and provide necessary guidance to the Contractor in solving problems that arise.

## 9. QUALITY ASSURANCE PROGRAM

Janitorial services are imperative for the health and safety of occupants and visitors of State facilities. See **Exhibit D – Contractor’s Quality Assurance Program**.

## 10. ACCEPTANCE AND DEFICIENCIES

- A. The DNR Program Manager or designee will make the final determination as to whether Contract Activities have been performed satisfactorily and are acceptable to the State.
- B. The DNR Program Manager or designee will conduct inspections as needed and note any deficiencies for compliance with the specifications identified in the Minimum Cleaning Performance Standards. The DNR Program Manager or designee will notify the Contractor of the issue and provide a description of the incident. The Contractor must rectify the deficiency on the next service occurrence. If the deficiency is severe, the Contractor may be required to correct the deficiency with 24 hours of notification from the DNR Program Manager.
- C. If an issue or deficiency recurs and resolution is not achieved, the DNR Program Manager will:
  - 1) Provide the Contractor a written description of the specific problem.
  - 2) Provide the Contractor a written description of expected actions to take to resolve the problem.
  - 3) Provide the Contractor a due date to resolve the problem.
  - 4) Request the Contractor provide a written corrective action plan.
  - 5) Schedule an in-person meeting with the Contractor, if deemed necessary.
  - 6) Enter a formal Vendor Performance Report to record the deficiency.
- D. If resolution is not achieved or the issue arises again, a written notice of termination may be sent to the Contractor.

## 11. PRICING

### A. Price Term

Pricing is firm for a 365 day period (“Pricing Period”). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

### B. Price Term

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.

## 12. AUTHORIZING DOCUMENT FOR ORDERING

A Purchase Order is the appropriate authorizing document for ordering and payment of Contract Activities. The State will issue a blanket Purchase Order each year to authorize Contract activities during the current fiscal year.

### 13. INVOICE AND PAYMENT

#### A. Invoice Requirements

- 1) Invoices must be submitted on a monthly basis and must reflect actual work done during the previous month (in arrears). **Services must not be invoiced in advance of performance.**
- 2) All invoices submitted to the State must include: (a) date; (b) purchase order number; (c) quantity; (d) description of the Contract Activities; (e) date Contract Activities performed; (f) unit price; and (g) total price.

#### B. Payment Methods

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

#### C. Payment Terms

The Contractor offers a 1% quick payment discount if an invoice is paid within 10 days; otherwise payment terms are Net 30 Days. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

### 14. LIQUIDATED DAMAGES

Failure to perform Basic Janitorial Services as scheduled (skipped services) will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if Basic Janitorial Services are not performed as scheduled, the State is entitled to collect liquidated damages in the amount of \$75 for each skipped service day.

If liquidated damages are assessed, the monthly invoice must be adjusted and reflect a credit of \$75 for each skipped Basic Janitorial service day that occurred during the month.

**Contract 751B6600016  
Janitorial Services – Baraga Customer Service Center**

**EXHIBIT B - LOCATION SPECIFICATION SHEET**

<b>BUILDING LOCATION INFORMATION</b>			
LOCATION ADDRESS:		<b>Baraga Customer Service Center 427 US 41 North Baraga, MI 49908</b>	
COUNTY:		<b>Baraga</b>	
Official Working Days of Building Occupants:	<b>Monday thru Friday</b>	Official Working Hours of Building Occupants:	<b>7:00 am - 5:30 pm Eastern</b>
Number of Employees:	<b>18</b>	Approximate Daily Visitors:	<b>20-25</b>
Number of Workstations:	<b>16</b>	Number of Days Daily Services Performed	<b>2</b>
Preferred Days of Cleaning Service:	<b>Tues/Fri</b>	Work Hours of Cleaning Service:	<b>Between 5:30 pm and 7:00 am</b>
Total Building Sq. Ft. to be Cleaned:	<b>3,300</b>	Number of Stories In Building:	<b>2</b>
Total Sq. Ft. of <b>Carpet</b> to be Cleaned:	<b>1,438</b>	Areas: <b>Top floor, basement floor surveyor office, lobby, hallways, aisles</b>	
Total Sq. Ft. Of <b>Vinyl</b> to be Cleaned:	<b>1,310</b>	Areas: <b>Storage, conference room, basement floor except surveyor's office</b>	
Total Sq. Ft. Of <b>Ceramic</b> to be Cleaned:	<b>212</b>	Areas: <b>Women's restroom (132 sq. ft.) and men's restroom (80 sq. ft.)</b>	
Total Sq. Ft. Of <b>Concrete</b> to be Cleaned:	<b>212</b>	Areas: <b>Furnace room, back entrance stair well</b>	
Number of Restrooms In Building:	<b>2</b>	Total Number of Units For Restrooms:	<b>5</b>
Window cleaning included on this Contract:	<b>All interior and exterior windows are included on the Contract. Building is a story and a half - exterior windows can be reached with extension squeegee/brush; no ladders required.</b>		
<b>ADDITIONAL INFORMATION:</b> The janitor will access DNR Baraga Customer Service Center by front door with a security code which is unique to each janitor.			

**DESCRIPTION OF SERVICE NEEDS - TASKS AND FREQUENCIES**

TASK	FREQUENCY			
	Each Service Occurrence (2 times per week)	Weekly (Once per week)	Monthly (Once per month)	Annual (Once Per Year)
<b>BASIC SERVICES</b>				
<b>1. General Room Cleaning – All contract area except restrooms</b>				
A. Vacuum carpet. Spot clean carpet as needed removing all spots/stains.	X			
B. Sweep or Dust mop hard surface floors, including stairs.	X			
C. Wet mop hard surface floors, including stairs.	X			
D. Clean mats and runners by appropriate method	X			
E. Empty waste containers; replace liners as needed	X			
F. Clean and polish all entrance and lobby glass – includes inside and outside glass on entrance doors.	X			
G. Sweep and damp mop stairs.	X			
H. Dust - high and low, all surfaces on which dust gathers; remove cobwebs.	X			
I. Spot clean walls, partitions, doors, switches, etc.	X			
J. Damp wipe all non-upholstered furniture, tables and counter areas.	X			
K. Clean with disinfectant and wipe dry all handrails and doorknobs	X			
L. Dust all phones and clean receivers with disinfectant.	X			
M. Clean all glass in interior partition walls.			X	
N. Vacuum fabric upholstered furniture			X	
O. Dust/clean baseboards			X	
P. Clean air bars and vents			X	
Q. Clean window treatments - Dust blinds			X	
R. Clean basement janitorial storage area			X	
S. Clean scuff marks from all hard surface floors			X	
T. Empty recycling containers and place material in janitorial room			X	
U. Scrub back stairwell railing			X	
V. Clean and disinfect waste containers			X	
<b>2. Restroom Cleaning</b>				
A. Empty all waste containers	X			
B. Fill dispensers	X			
C. Dust - high and low, all surfaces on which dust gathers; remove cobwebs	X			

**DESCRIPTION OF SERVICE NEEDS - TASKS AND FREQUENCIES**

TASK	FREQUENCY			
	Each Service Occurrence (2 times per week)	Weekly (Once per week)	Monthly (Once per month)	Annual (Once Per Year)
D. Clean and disinfect sinks	X			
E. Clean glass and mirrors	X			
F. Clean and disinfect toilets and urinals	X			
G. Clean and disinfect wall around toilets and urinals, stall and entry doors, and partitions between toilets, urinals and sinks. Also perform any obvious spot cleaning.	X			
H. Sweep floor	X			
I. Wet mop floors with disinfectant/deodorant cleaner. (Note: Mops used in restrooms are not to be used for non-restroom areas.)	X			
J. Maintain floor drains/traps free of odors	X			
<b>3. Lift/Elevator Cleaning</b>				
A. Wipe outside door		X		
B. Clean interior <b>only upon request</b>				
<b>PERIODIC SERVICES</b>				
<b>4. Intensive Floor Care</b>				
A. Clean all carpet - whole contract area				X
B. Strip and refinish all hard surface floors				X
<b>5. Windows</b>				
A. Clean Windows <b>Interior and Exterior</b>				X

**Contract 751B6600016**  
**Janitorial Services – Baraga Customer Service Center**

**EXHIBIT C - TASK DEFINITIONS**

**Minimum Cleaning Performance Standards**

*Note: Not all tasks defined on this attachment are included in the RFP Contract Activities. Only those tasks specified in the Location Specification Sheet (Exhibit C) will be performed and must meet the Minimum Cleaning Performance Standard as stated below.*

1. **Carpet /Rug Cleaning:** All carpets/rugs shall be clean, free of spots, gum, crusted material, spillages, and removable stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing of carpet. Carpet cleaning by hot water extraction (truck-mounted) is the preferred method.
2. **Carpet Spot Cleaning:** Buildup, spillage or crusted material shall have been removed along with spots, smears and stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing of carpet. Spot cleaned areas shall blend with adjacent areas.
3. **Carpet Cleaning by Thorough Vacuuming:** Carpets shall be clean and free from dust balls, dirt and other debris; nap on carpet shall lie in one direction upon completion of the vacuuming task. Note: Prior to vacuuming area, move and vacuum under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. After vacuuming, leave all rugs clean, free from dust balls, dirt and other debris. Prior to vacuuming, broom all edges not reached by vacuum. Straight suction vacuuming is not acceptable. The agency requires that a motor driven Commercial grade vacuum with HEPA filtered exhaust or equipment that meet these standards be used exclusively in all carpeted areas where water and/or snow does not present a problem. Empty dust and dirt from vacuum cleaner into a plastic trash bag, tie off and remove to a Dumpster. As part of the vacuuming process, carpet spot cleaning is required on an ongoing basis.
4. **Carpet Cleaning/Salt Stains:** Salt stains shall be treated as spot cleaning and completed daily. During periods of heavy salt staining hot water extraction of salt stains will be required. This work should take place weekly over the weekend so that the carpets are dry for Monday morning opening.
5. **Dust Mop:** Thoroughly dust mops all non-carpeted areas. Move and dust mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. Dust mops must be treated with water based dust control chemical. Place dust and dirt into plastic trash bag, tie off and remove to Dumpster.
6. **Damp Mop:** Thoroughly damp mops all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free.
7. **Floor Cleaning / Thorough Sweeping:** Floors shall be clean and free of trash and foreign matter. No dirt, dust shall be left in corners, behind radiators, under furniture or behind doors.
8. **Damp Mopping and Spray Buffing:** Floors shall be slip resistant, free of marks, skipped areas, streaks, and mop strands. Walls, baseboards and other surfaces shall be free of splashing and marks from the equipment. The finished area should have a uniform luster. There shall be no buildup of finish in corners. Dust mopping must be performed with a treated mop. After sweeping and damp mopping operation, all floors must be clean and free from strings, bristles and dirt streaks. Leave no dirt in corners, behind radiators, under furniture, behind doors, on stairs or landings. Leave no dirt where sweepings were picked up. Leave no dirt, trash, or foreign matter under desks, tables or chairs.
9. **Wet Mopping and Scrubbing:** The floors must be properly prepared, thoroughly swept to remove visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces. Upon completion of the wet mopping or scrubbing, the floor must be clean and free of dirt, water streaks, mop marks, strings; properly rinsed and dry mopped to present an overall appearance of cleanliness. All surfaces must be dry and corners and cracks clean after the wet mopping or scrubbing. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.
10. **Wet Mopping:** Floors must be damp mopped and buffed between regular waxing operations. Prepare the floor by sweeping to remove all visible dirt and debris. The floor area will then be damp mopped and machine buffed to a polished appearance with a high-speed buffer.
11. **Damp Wiping:** This task consists of using a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then drying to provide a polished appearance. The wetting solution must contain an appropriate cleaning agent. When damp wiping in toilet areas, use a multi-purpose disinfectant and deodorizer.

12. **Stripping and Sealing:** Completely remove all dirt, wax and other foreign substances in returning the floor to its original surface. Apply a thin coat of sealer with caution to prevent streaking or bleaching of floor surface. This application in preparation for waxing must be according to manufacturer's recommendations. The stripper, sealer and wax products used must be compatible for this activity, and wax must be a minimum of 25% solids.
13. **Waxing and Buffing:** Apply wax in a thin, even coat and machine buff with a high-speed buffer immediately after drying. The number of coats applied will depend on the type and condition of the floor. All waxed surfaces must be maintained so as to provide safe ANTI-SLIP walking conditions. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.
14. **Wet Mopping and Buffing:** Floors must be damp mopped and buffed between regular waxing operations. Prepare the floor by sweeping to remove all visible dirt and debris. The floor area will then be damp mopped and machine buffed to a polished appearance with a high-speed buffer.
15. **Empty Waste Receptacles:** Empty all containers that are provided for the disposal of waste i.e., waste baskets, torpedo type containers, sanitary napkin disposal bins, boxes, etc. into plastic bags, tie off and remove to dumpster. Dispose of items in waste containers only unless clearly marked for disposal. Liners must be used in all waste receptacles and must be changed as needed and no less than once per month. Waste containers in restrooms; break rooms, lunchrooms and conference rooms must be inspected daily and changed as needed.
16. **Restroom Cleaning:** When the Contract Administrator requests restroom cleaning during the day, an approved sign must be placed at the entrance warning tenants that the restroom is closed. A schedule for closing restrooms must be established with the Facility Manager in advance. The Facility Manager prior to any changes made must approve any changes in this schedule.
  - a. **Fill Dispensers (Restroom Cleaning):** Dispensers of all types must be checked daily and filled when necessary (soap, toilet tissue, paper towels, sanitary napkin, etc.). All public restrooms have electric hand dryers. The Facility Manager will identify the few private restrooms where paper towels are used.
  - b. **Dusting (Restroom Cleaning):** Completely dust all fixtures, ledges, edges, shelves, exposed pipes, partitions, or frames, tops of file cabinets, etc. Pay particular attention to the tops of these items. An approved dust cloth or dusting tool, treated with water based dust control chemical, must be used. Areas not cleared by office occupant are not to be dusted.
  - c. **Disinfect (Restroom Cleaning):** Clean and disinfect waste receptacles and dispensers inside and outside. Use proper chemicals for surface to be cleaned at proper dilution. After item has been cleaned completely, wipe item with approved \*disinfectant solution and allow to air dry.
  - d. **Clean and Disinfect Sinks (Restroom Cleaning):** Thoroughly clean all sinks, including bottom, faucets, and spigots, with approved crème cleanser. Rinse thoroughly as all crème cleanser residues must be removed. Then wipe each item with approved \*disinfectant solution and allow to air dry.
  - e. **Clean Glass and Mirrors (Restroom Cleaning):** Thoroughly clean all glass and mirrors using an approved alcohol based glass cleaner. Use a soft, clean cloth. Dry completely. Surface should be streak, smear, and smudge free. Make sure attached frames, edges, and shelves are also cleaned and dried as well as the glass surface. Squeegee may be used as needed.
  - f. **Clean and Disinfect Toilets and Urinals (Restroom Cleaning):** Thoroughly clean toilets, toilet seats, and urinals with approved acid free bowl cleaner, rinse thoroughly. (Approved acid cleaner may not be used more than once per month and should be used on the interior of toilet or urinal only. Great care must be taken to avoid any chrome when acid cleaner is used). Wipe each toilet, toilet seat and urinal completely with approved disinfectant solution. Buff dry to a streak, smear and smudge free "shine". Leave seats in a raised position.
  - g. **Clean and Disinfect Walls, Doors, Partitions and Handrails (Restroom Cleaning):** Thoroughly clean all walls (including switch and plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved \*disinfectant solution and allow to air dry.
  - h. **Damp Mop - \*Disinfectant (Restroom Cleaning):** Thoroughly damp mops all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free. Thoroughly damp mop floor with approved \*disinfectant solution. Allow to air dry.

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



17. **Clean and disinfect Showers, shower walls and stalls (Restroom/Locker Room where applicable):** Thoroughly clean all showers, including bottom, faucets, and spigots, with approved crème cleanser. Thoroughly clean all walls, floors, (including plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved \*disinfectant solution and allow to air dry.
18. **Service Restroom:** Visually check - dispensers must be filled, trash removed and restrooms spot cleaned as needed and as requested by the Facility Manager.
19. **Remove Carpet Runners (as applicable):** Carpet runners must be removed from floor to allow for proper cleaning, as needed. Be sure to remove excess water from runner with approved wet pick up vacuum before carpet runners are removed. Carpet runners must be extracted as specified during ice melt/salt usage, to maintain a clean appearance.
20. **Replace Carpet Runners (as applicable):** After floor has been properly cleaned and is completely dry, replace carpet runners in their original locations.
21. **Cleaning / Disinfecting Drinking Fountains:** Thoroughly clean entire exterior surface with approved cream cleanser. The grain of the stainless steel must be followed at all times. Rinse thoroughly as all cream cleanser must be removed. Wipe entire surface with approved disinfectant solution and wipe dry utilizing a clean, soft cloth and wipe item dry. The grain of the stainless steel must be followed.
22. **Stainless Steel (Brass) Cleaning (Elevators, Doors, Trim, Etc.):** Thoroughly clean all stainless steel (brass) not previously mentioned with approved cleaner and a clean soft cloth. Great care must be taken to follow the grain of the stainless steel at all times when cleaning.
23. **Cleaning, High Traffic Areas:** High traffic area is any area that would receive heavy traffic and that would require cleaning as specified. Areas would include: corridors, lobbies, waiting areas, conference rooms, or any area so designated by the Contract Administrator.
24. **Carpet Cleaning by Hot Water Extraction:** Perform vacuuming, and carpet cleaning by extraction method with commercial grade equipment only (preferably truck mounted equipment). Prior to carpet cleaning all carpeting, including carpet runners, must be thoroughly cleaned as follows:
  - a. All movable items must be removed from area(s) to be cleaned (i.e., chairs, waste receptacles, all free standing tables, typing stands, boxes, plants, all temporary floor coverings, etc.) and area thoroughly vacuumed.
  - b. Thoroughly spray next area to be cleaned with approved pre-treats or carpets lane cleaner used at approved dilution. Spray must be applied so those fibers remain damp until cleaned. Chemical should be left to work for 10-15 minutes.
  - c. Thoroughly extract all properly pretreated carpeted areas. Agitation is necessary, using an approved motor driven brush. A minimum of three cleaning passes and two vacuuming only must be used. Approved equipment and chemicals, at approved dilutions, must be used.
  - d. All stains must be removed during the extraction process, using approved chemicals. Great care must be taken to completely remove stain removal chemicals from carpet fiber.
  - e. Thoroughly spray all thoroughly cleaned carpet with approved carpet fiber protector at approved dilution. Application must be made with approved sprayer. Carpet track off mats and runners such as those found in building lobby areas, are exempt for this process.
  - f. Replace all items removed for cleaning. All items moved back into place that have metal of any type that come in contact with carpeting must be wood blocked or tabbed to keep the metal off the carpet fiber until thoroughly dry. All blocks or tabs should be removed during the next scheduled regular area cleaning, provided the carpet is thoroughly dry. This could take more than one day.
  - g. For weekly cleaning of salt stains, smaller, non-truck mounted equipment can be used.
25. **Spray Buff Hard Floors:** Hard floor must be properly prepared before spray buffing by removing carpet runners, dust mopping, and damp mopping hard floor areas. Begin spray buffing by lightly spraying area just to the left or right of approved floor machine (buffer) with approved spray buffing chemical, at approved dilution. Buffing pad must be approved and will depend on type of finish used. Rotary floor machine (buffer) will be worked back and forth over area lightly sprayed until floor has a high, streak free luster. Then proceed to the next area, until scheduled area is completed. Great care must be taken to avoid using "loaded" pad (pad full of dried finish and dirt). Flip pad over or change to another clean dry pad often. Great care must also be taken not to allow floor machine (buffer) to run in one spot for too long to avoid burning the floor. Floor shall be dust mopped after scheduled spray buffing is completed. Replace carpet runners to original position post-cleaning.
26. **Strip and Refinish:** Close and properly mark area "closed" with approved signage. Remove all movable objects from area.
  - a. Apply approved stripping solution at approved dilutions to area to be stripped. Allow solution to stand according to approved manufacturer's recommendations. Do not allow solution to dry out or stand too long. Any finish or dirt must also be removed from walls, doors, baseboards, etc. at this time.

- b. Thoroughly agitate all floor area to remove all old finish with approved strip pad.
  - c. Use wet vacuum to pick up old finish and stripper.
  - d. Thoroughly mop rinse areas with clean cotton mop and clean water. Make sure walls, doors, baseboards, etc. are also thoroughly rinsed.
  - e. Thoroughly mop rinses areas a second time with clean cotton mop and clean water with approved neutralizer/conditioner chemical at approved dilution. Make sure walls, doors, etc. are also thoroughly rinsed.
  - f. Allow floor to air dry.
  - g. If any old finish remains, repeat "a" through "f".
  - h. Continue "a" through "g" until scheduled area is properly stripped and/or rinsed.
  - i. Apply thin coat of approved sealer with approved clean nylon or rayon mop head or approved clean applicator. Stripping solution finish and sealer must not be slopped on walls, doors, etc. Allow sealer to thoroughly dry.
  - j. Apply second coat of sealer as described in "i" above. Allow sealer to thoroughly dry.
  - k. Apply top coating and second coat of approved floor finish.
27. **Scrub - Restroom Floors/Hard Surface Stairwell Floors:** Close restrooms. Remove all movable objects from area and place approved "closed" signage to area prior to completion of task.
- a. Apply approved cleaning solution at approved dilution to area to be scrubbed. Do not allow solution to dry.
  - b. Quickly agitate small section coated with solution with approved stiff bristle brush. Be sure grouting is clean.
  - c. Use wet vacuum to pick up dirty solution.
  - d. Thoroughly mop rinses area with clean cotton mop and clean water. Make sure all walls; doors, etc. are also thoroughly rinsed.
  - e. Thoroughly mop rinse a second time with clean cotton mop and clean water. Make sure all walls; doors, etc. are also thoroughly rinsed a second time.
  - f. After floor is thoroughly dry, replace all objects moved from area. Remove signs and reopen.
  - g. Scrub all walls including partitions
28. **Wall Spot Cleaning:** Thoroughly clean all spots, smudges, stains, etc. from walls, partitions and modular partitions using approved chemicals at approved dilutions. Wipe dry with clean soft cloth. Also thoroughly clean all interior glass with approved alcohol based glass cleaner and wipe dry with clean dry cloth. All surfaces must be dirt and streak free.
29. **Dusting:** There shall be no obvious dust streaks. Corners, crevices, molding and ledges (including heating) shall be free of all obvious dust. There shall be no oils, spots or smudges on desk or dusted surfaces. Thoroughly dust all vertical and horizontal surfaces in all cleanable areas with approved dust cloth or tool treated with an approved water based dust control chemical, up to and including ceiling vents, air bars, and lighting devices, window blinds, etc. Do not move dusting residue from spot to spot, but remove directly from the areas in which dirt lies by the most effective means appropriate; treated dusting cloths or vacuum tools.
- a. Leave no dust streaks.
  - b. Leave corners, crevices, molding and ledges free of dust and cobwebs.
  - c. Leave no oil spots or smudges on dusted surfaces caused by dusting tools.
30. **Horizontal surfaces:** Include, but are not limited to, counter tops, file cabinets, tables, coat-racks, etc. Telephones, ashtrays, etc., must be lifted and dusted under. Do not disturb work papers. Dusting high and low includes, but is not be limited to, partition tops, pictures, chair rungs, etc. Window hangings are either Venetian blinds or drapes. Dust Venetian blinds. Lightly vacuum drapes.
31. **Remove Recyclable Paper (as applicable):** Pick up all recyclable paper from marked containers centrally located throughout the building and remove to designated containers in the loading dock area. This does not include individual boxes on desks.
32. **Clean Air Bars and Vents:** Vacuum excess dust and dirt from air bars. Damp wipes clean with approved disinfectant solution and wipe dry.
33. **Glass Cleaning (Lobby):** Glass Cleaning is a part of the overall task of lobby cleaning. Glass cleaning shall be performed as specified. It is expected that all lobby glass, including doors, revolving doors and windows (to the limit of reach from floor level) shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, revolving door or window to accomplish clean glass.
34. **Cleaning Ash Receptacles and Surrounding Areas:** Cigarette or cigar butts, matches and other discarded material shall be removed from the receptacle and the receptacle wiped so that it is free of dust, ashes, odors, tar, streaks and

nicotine stains. Ashtrays placed on the exterior of the building shall be emptied and cleaned as needed to maintain a clean appearance. The areas immediately surrounding such ashtrays and adjacent building entrances are to be included as part of this cleaning task. Sweeping and removal of cigarette butts and emptying of ashtrays as needed to clean the area. Note: Sand or dry receptacles: Contents of ash receptacles must be disposed of in a safe manner. Clean sand by sifting out and disposing of debris and replacing and replenishing sand in urns.

35. **Rubbish Removal:** Rubbish from a central location is the responsibility of the State. Contractor must bag all waste material and place inside containers provided for that purpose.

**Contract 751B6600016**  
**Janitorial Services – Baraga Customer Service Center**  
**EXHIBIT D – CONTRACTOR’S QUALITY ASSURANCE PROGRAM**

**Quality Assurance Programs**

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

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

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

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

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

**Hot Sheets**

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

**HI-TEC HOT SHEETS**

Date \_\_\_\_\_

Area: \_\_\_\_\_

Details: \_\_\_\_\_  
\_\_\_\_\_

Resolution: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Site Supervisor**

\_\_\_\_\_  
**Operations Manager**

\_\_\_\_\_  
**Facility Contact**

**How we measure quality performance:**

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

### Sample Quality Assurance Evaluation

**Room/Areas:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Inspected By:** \_\_\_\_\_ **Score:** \_\_\_\_\_

Area	Cleaning Standard				Physical Condition
	4	3	2	1	Comments

#### Offices

Waste baskets freshly lined					
High Dusting					
Ledges free of dust					
Furniture arranged neatly and orderly					
Furniture free of dust					
Walls clean and free of spots					
Baseboards					
Floor clean / Carpet vacuumed					
Waste baskets clean and freshly lined					
Floor clean of dirt and dust					
Walls clean and free of spots					
Telephone sanitized					
Lights free of dust					
Ledges and counters clean					
Corners clean					
Light switch and Door clean					
Vents clean					
Kick plates clean					
Fire extinguisher cabinets clean					
Odor free					

**General Observation:** \_\_\_\_\_

**Sign Off:** \_\_\_\_\_

#### PROBLEM RESOLUTION PLAN

**How we provide customer service when problem/concerns arise:**

There will be communication logs provided to the Facility in which representatives are able to document issues and complaints. These logs are reviewed daily by Hi-Tec management who, in turn, implement the proper steps to complete resolution.

In addition to the communication log, you are able to email us at [sales@hitec-services.com](mailto:sales@hitec-services.com) to address problems and concerns.

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

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

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

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

### **Contingency Plan**

Hi-Tec will maintain an absentee pool, our Utility Team, of trained and qualified substitutes with the required background checks, available at short notice, to ensure that the Buildings is adequately staffed in the event of illness or injury for any positions covered in the Contract. This utility team will be utilized to handle any special cleaning needs of Marquette DHS and periodic services which could not be accommodated by the permanent on-site cleaning staff and they will provide back-up support to fill-in when cleaners are absent due to illness. We have assigned a floor care manager to your facility that is responsible for training each site supervisor on the care of all floor surfaces in the facility.

If roads are unsafe to travel due to inclement weather, Hi-Tec employees will not show up to work until roads are clear and it is safe to travel.

We will recruit, background check, employ, train, pay and supervise all custodians who substitute for the contracted positions included in the Contract to the same extent as the regular assigned personnel.

Your Buildings HR Department will be informed of all subs assigned to your Buildings and receive the background clearance results for your records. Hi-Tec has the ability to bring in experienced management staff to accommodate turnover. This allows us time to hire, train and balance the system without complications. The interim manager will be trained and have logged hours in the buildings previously. They also will assist in training the new manager per Hi-Tec's Management Training Program.

We make every attempt to promote managers from within the company. This allows us to provide opportunities to employees in our company, increasing retention rates of valuable staff.

Prior to hiring any new management, the Buildings will be given the opportunity to interview the applicant.

M.I.T.C is our fully automated timekeeping system. It utilizes phones lines as the main line of communication. When an employee is hired they are given a unique employee number. This number is what the employee uses to "clock in" and "clock out" on a daily basis. If an employee does not show up for his scheduled shift, the system sends an "alarm" to the Building Supervisor via their cell phone. This allows us to get a replacement in the building on the same day.

Furthermore, the Building Supervisor can check the status of a building at any time via calling the M.I.T.C. system. They can check when the employee clocked in, clocked out and even send the employee a message at any time that they are required to listen to before accessing the system.

**Contract 751B6600016**  
**Janitorial Services – Baraga Customer Service Center**

**EXHIBIT E - PRICING**

Description	Unit Price
<p><b>Basic Janitorial Services: Includes Daily, Weekly and Monthly Service Tasks.</b></p> <p>DAILY SERVICE tasks performed 2 times per week.  WEEKLY SERVICE tasks performed 1 time per week.  MONTHLY SERVICE tasks performed 1 time per month.  See Exhibit B - Location Specification Sheet for all tasks.</p>	<p>\$ <u>430.00</u> Per Month</p>
<p><b>Annual Service:</b> Shampoo or steam clean carpets by commercial methods: Full contract area.</p>	<p>\$ <u>175.00</u></p>
<p><b>Annual Service:</b> Strip, seal, wax and buff all hard surface floors: Full contract area.</p>	<p>\$ <u>590.00</u></p>
<p><b>Annual Service:</b> Clean Windows on building (inside and outside).</p>	<p>\$ <u>25.00</u></p>