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WEXFORD COUNTY ROAD COMMISSION

OUR MISSION IS TO IMPROVE AND MAINTAIN A SAFE AND EFFICIENT ROAD SYSTEM

NOTICE OF PRE-BID MEETING FOR MDOT REST AREA BUILDING
JANITORIAL, GROUNDS AND LAWN MAINTENANCE SERVICES

Wexford County Road Commission, 85 W. M-115, Boon, Michigan 49618 will be contracting for janitorial, grounds and lawn maintenance at State Highway Rest Area #306 (which is located along NB US-131 in Wexford County). The contract is for a period of three (3) years with two (2) one (1) year options to extend.

Attendance at a Pre-Bid Meeting scheduled for Wednesday, December 2, 2026 at 10:00 a.m. at the MDOT Gaylord Region Office, 1088 M-32 E. Gaylord, MI 49735, is mandatory. Contractors must make an on-site visit to the rest area to familiarize themselves with the location prior to submitting bids.

FAILURE TO ATTEND THIS MEETING SHALL BE CAUSE FOR DISQUALIFICATION OF BID.

Bids must be received by 3:00 p.m., Thursday, January 7, 2027, deadline. Contract will be awarded to one prime contractor.

Bid packages will be available at the Wexford County Road Commission and on our website, www.wexfordcrc.org.

The Wexford County Road Commission in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, or national origin in consideration for an award.

DEFINITIONS

24x7x365 means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

Additional Service means any Services within the scope of the Contract, but not specifically provided under any Statement of Work.

Audit Period means the seven year period following Contractor's provision of any work under the Contract.

Bidder(s) are those companies that submit a proposal in response to this RFP.

Business Day means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

Blanket Purchase Order is an alternate term for Contract and is used in the Plan Sponsors' computer system.

CCI means Contract Compliance Inspector.

Days means calendar days unless otherwise specified.

Deleted – N/A means that section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

Deliverable means physical goods and/or services required or identified in a Statement of Work.

Road Commission means the County Road Commission.

Environmentally Preferable Products means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to: those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

Hazardous Material means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

Incident means any interruption in any function performed for the benefit of a Plan Sponsor.

Key Personnel means any personnel identified in **Section 1.031** as Key Personnel.

MDOT means the Michigan Department of Transportation.

New Work means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, such that once added will result in the need to provide the Contractor with additional consideration. "New Work" does not include Additional Service.

Ozone-depleting Substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

Post-Consumer Waste means any product generated by a business or consumer which has served its intended end use; and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

Post-Industrial Waste means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

Recycling means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

Reuse means using a product or component of municipal solid waste in its original form more than once.

RFP means a Request for Proposal designed to solicit proposals for services.

Services means any function performed for the benefit of the State.

SLA means Service Level Agreement.

Source Reduction means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

State Location means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

Subcontractor means a company selected by the Contractor to perform a portion of the Services, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

Unauthorized Removal means the Contractor's removal of Key Personnel without the prior written consent of the Road Commission.

Waste Prevention means source reduction and reuse, but not recycling.

Pollution Prevention means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

Work Product refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by the Contract.

Article 1 – Statement of Work (SOW)

NOTICE TO ALL BIDDERS: It is the bidder's responsibility to complete each bidder response section, in each article, completely and in detail. No assumptions should be made that the Road Commission is aware of any bidder's capabilities, staffing, prior experience, past performance or any other required information. The evaluation will be based on the information submitted with the proposal according to the terms of the RFP.

As stated in Section 3.012 of this document, Bidders are reminded that the sole point of contact concerning the RFP is the Buyer, listed on the cover page of this document, in the Road Commission. Any communication by a potential Bidder in regard to this RFP with anyone other than the Buyer during the RFP process may result in disqualification and/or debarment.

Throughout this RFP, language referring to Contract or Contractor(s) refers to any Contract awarded from this RFP. This RFP in itself is not to be construed as a Contract.

1.010 Project Identification

1.011 Project Request

This Performance Based Contract is for Janitorial and Grounds Maintenance Services at one (1) of MDOT's Rest Areas in the North Region. This contract requires the inspection, management and performance of the maintenance of all components of the transportation facility as identified herein.

The location is: Cadillac Rest Area US-131 N.B. Wexford County.

Prior to submitting bids, all bidders should visit and familiarize themselves with the respective Rest Area, buildings, grounds and mowing areas.

Any awarded Contract(s) between the State, County and any awarded Contractor(s) is a separate document, whose terms are limited by Article 2.

1.012 Background

The Road Commission is requesting janitorial and grounds maintenance services at one of MDOT's rest areas in the North Region. This is a performance-based contract for maintaining the rest area per the standards set forth in the Contract to ensure that the health and safety of the public are protected. Rather than the Road Commission directing specific work as in most traditional maintenance contracts, this performance-based contract requires the Contractor to continually produce a quality product. The Road Commission and MDOT will continually evaluate the Contractor's quality of work performed and if applicable rules and procedures were followed to achieve results. The Road Commission entrusts the Contractor to care for and maintain the rest areas and fully expects the Contractor to take pride in performing a high level of maintenance. The continual quality of the facilities will be a direct reflection, under public scrutiny, of the quality and integrity of the Contractor.

1.020 Scope of Work and Deliverables

1.021 In Scope

The Contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform the janitorial and grounds maintenance services as described in the attached Location Specification Sheet (LSS). All attendants working within the scope of this contract shall be paid a minimum required wage of $ 16.50 / hr. The wage requirement, attendant duties and contact information will be posted by MDOT in the attendant area. The required objective is to maintain the rest areas in a manner that provides a clean, healthy, and safe rest area.

Bidder Response:

1.022 Work and Deliverable

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below in Attachment A and the Location Specification Sheet (LSS). The contractor, through innovation, technology, or other means, shall perform and provide the required janitorial and grounds maintenance services and staff to complete the expected performance and otherwise do all things necessary for, or incidental to the performance of work. Compliance will be based on the Road Commission and MDOT's overall evaluation and interpretation in accordance with method of performance and expected outcomes, as set forth in this contract.

Bidder Response to Task:

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

A. PERSONNEL

1. Contractor shall identify personnel requirements by number and skill including names and proposed physical location of executive and professional personnel who would be employed in this project in its work-plan (and shall indicate through the use of organizational diagrams and/or narrative statements, the specific functions of each assigned individual with detailed qualifications of employees and Subcontractors assigned to his project), for at least the following:

- Project Manager
- Site Supervisor
- Staff Support
- Subcontractors

2. The Road Commission and MDOT reserve the right to approve personnel for this project and to require replacement of personnel who are found to be unacceptable at any time during the project. (See Section 2.060).

3. Contractor shall be responsible for repair, replacement, or cleanup as necessary due to carelessness or negligence on the part of the Contractor and its personnel.

B. SUPERVISION

Contractor shall provide all supervision as may be necessary to oversee its personnel:

1. The Contractor's site supervisor or superintendent shall be a qualified and trained person who, on a full-time basis and is designated in writing, as the Contractor's representative at the rest area site.

2. Contractor shall exercise all supervisory control and general control over all day-to-day operations of his/her employees, including control over all workers duties. At the conclusion of each service, the Contractor shall inspect the facility for completion and performance quality of the required services. The Contractor shall also be responsible for payment of all wages to employees, taxes and fringe benefits, sick leave, pension benefits, vacations,

medical benefits, life insurance, or unemployment compensation or the like. The Contractor shall discipline his/her employees, as needed including firing and hiring.

3. Contractor must maintain a secure environment while servicing the facility. The Contractor shall comply with all security regulations and special working conditions as required by the agency:

- No one is allowed into the facility other than those individuals responsible for performing services.

4. Should the Contract be cancelled for failure to lock the building, or properly set the security alarm, the cost of changing the building locks and re-coding the security alarm, if applicable, will be charged to the Contractor. These costs may be deducted from the monthly payment due the Contractor.

5. The Contract Compliance Inspector (CCI) may require the Contractor to immediately remove any employee(s) from the premises for just cause. The Contractor will assume all responsibilities relating to this removal. Any employee who is so removed may not be placed in another MDOT Facility.

6. The agency CCI shall make final determination of a Contractor's employee's suitability for assignment to a specific location. Problems of this nature will be addressed with the Contractor's management.

Bidder Response:

1.040 Project Plan

1.041 Project Plan Management

A. For each location, a project work plan for managing implementation of the services shall be specified and submitted to the CCI for review and approval.

B. Project management plans shall identify methods, tools and processes proposed to oversee the project, address issues and changes as may arise, and keep the appropriate parties apprised of progress.

C. Contractor will carry out this project under the direction and control of the specified CCI for the respective locations where services are to be performed.

D. Contractor, supervisor and/or owner shall meet with the CCI and other Road Commission or MDOT project-leads, on a basis to be established by CCI and Contractor, for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise, and to continuously communicate with the agency/departmental project-lead.

E. Contractor's Work Plan, which must be approved prior to commencement of work, must include the following:

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. Schedule Of Operations - personnel expected to complete work on the Contract.

3. Name(s) of supervisors – 24-hour contact telephone numbers.

4. Equipment failure **WILL NOT** constitute an acceptable reason for failure to provide service. Adjustments to providing this service, including any weather-related deviations, must be approved by the CCI or designated representative.

5. Proof of Insurance as defined in the Standard Terms and Conditions attached to this document must be provided to the Road Commission **prior** to Contract award.

6. Any misrepresentation by the Contractor of its ability to perform the work described in this RFP will be grounds for immediate termination. In such case, the Contract will be awarded to the next lowest bidder who can demonstrate the ability to perform the work.

7. Materials List – indicating the cleaning products, hand soap, paper products, deicing chemicals, and any other material the contractor intends to use in the performance of this contract.

F. Annual Service Review and Progress Meeting

1. The CCI may request an audit of the services provided each year under the specifications, terms, and conditions of the Contract. The audit will be a joint activity of MDOT and the Road Commission.

2. An unsatisfactory audit may result in cancellation of the Contract under the terms of the Cancellation Clause in the Contract. Further, should the Contract be cancelled for cause, the Contractor so cancelled will not be allowed to participate in request(s) for continuation of this service.

3. The audit will consist of an evaluation of the total service quality, including responsiveness, timeliness of required reporting, and any other specifics as required under the terms of the Contract. The results of the audit along with Contract recommendations will be published by the Road Commission and distributed to MDOT.

4. Should the Contractor desire, a meeting will be arranged between all parties concerned within 10 calendar days of the date the Contractor received, or could have reasonably been expected to receive, his/her copy of the audit. This meeting will provide an opportunity for the Contractor to present his/her reactions to audit recommendations.

Bidder Response:

1.042 Reports

Reports (forms provided by MDOT) shall be distributed and discussed during the pre-maintenance meeting

Bidder Response:

1.050 Acceptance

1.051 Criteria

The following criteria will be used by the Road Commission and MDOT to determine Acceptance of the Services or Deliverables provided under this SOW:

Outcome Targets

The Contractor shall ensure that the work performed under this Contract meets or exceeds the Outcome Targets* specified below.

*If the contractor has notified the CCI that an item is not functioning as originally intended and requires maintenance or repairs outside the scope of this contract, that item will not negatively impact the evaluation of the contractor's work.

Restrooms Outcome Targets

The following characteristics meet the desired Outcome Targets when:	
Counter tops	Counter tops are clean and free of graffiti and stains.
Sinks	Sinks, faucets, and drains in each restroom are clean, free of stains and/or graffiti, and drain appropriately. Caulk is clean and free of mildew.
Toilets/Urinals	Toilets and urinals in each rest room are clean and free of stains. No blockage that can be cleared with routine plunging.
Toilet Paper Dispensers	All toilet paper dispensers have sufficient toilet paper present.
Toilet Partitions	Partitions are clean and free of graffiti.
Floors	Floors are clean and free of trash, waste paper and debris. Grout is free of stains and mildew, uniform in color throughout the restroom, or in the same or better condition than at the start of the contract.
Ceilings/Windows/Walls	Ceilings are clean and free of mildew; vents are clean and present as intended. Screens and vents are clean. Windows are clean and free of cobwebs. Walls are clean and free of graffiti.
Hand Dryers	Hand dryers in each rest room are clean and operational.
Trash Receptacles	Trash receptacles are less than 75% full, free of odors and graffiti.
Soap Dispensers	Soap dispensers are clean and sufficiently filled.

Baby Changing Tables	Baby changing tables are clean, secure, and free of graffiti. Straps are present. Baby changing tables are removed from service if unsecure or straps are missing.
Mirrors	Mirrors in each rest room are clean and free of graffiti.
Lights	Interior lights and light covers, including emergency and exit lights, are clean.
Odor	Free of unnatural smell due to maintenance or lack of.
Family Restroom	Family rest room, including all components, is clean and available to the traveling public unless in the process of being cleaned.

Buildings Outcome Targets

The following characteristics meet the desired Outcome Targets when:	
Malfunctioning Components	Immediate notice is provided to the CCI and MDOT Rest Area Coordinator of components in the building or restroom that are not functioning as intended.
Doors	Doors are clean, free of stains and graffiti and operational.
Foyers/Floors	Foyer area is clean and provides an unobstructed access for visitors, with no hazards present.
Water Fountains	Water fountain cabinet areas are clean and free of rust and stains.
Utility Area	Utility area is clean and orderly. Items are stored in a manner consistent with the fire code and Safety Data Sheet requirements.
(VACANT)	
Availability	All restroom facilities are open to the public at all times, except during actual cleaning and drying times.
Secured Doors	All doors to restricted areas remain locked and secured when unattended.
Safety Data Sheets	A current Safety Data Sheet (SDS) is on site for each product at the rest area. SDS are in a binder and organized in alphabetical order.
Supplies and Equipment	Supplies are available; all equipment, tools and hoses are properly stored.

Attendants Outcome Targets

The following characteristics meet the desired Outcome Targets when:	
Uniform	Attendants are wearing uniform and identification badge in compliance with the contract scope. When working outside of the rest area building attendants are wearing a Class II safety vest.
Availability	On duty and available to the public at all times required by the contract. Door to janitorial/attendant/supply room is open while the Contractor is on duty and inside the facility.

Grounds Outcome Targets

The following characteristics meet the desired Outcome Targets when:	
Turf Conditions	Grass is mowed – mowing outcome target grass height will not exceed 6 inches or be less than 3 inches.
Vegetation/Landscaping	Flower beds (Where applicable) watered and actively growing. Sticks, branches, paper and other debris removed prior to mowing.
Litter	Grounds are free of litter and animal droppings.
Trash Receptacles	Trash receptacles and lids are clean, with access door secured in place. Plastic liners are present; the receptacles are emptied as necessary to enable the receptacle to function as intended and remain odor free. All refuse bags are contained within the dumpster.
Sidewalks	Clean and free of debris, snow, and ice. (Snow and Ice to be cleared from gutter pan 24" into parking area).
Edging and Trimming	Edge along all walks and curb areas with a motorized edger every second mowing. Edging shall be no wider than one inch from edge of sidewalk/curb to lawn surface. All edging debris shall be removed from the site. Edger shall be used; string trimmer are not to be used for edging.
Flags	Flags on display are of respectable condition, with no fading or damage present. If two flags are flown from a single flagpole, the order is: United States Flag and State of Michigan Flag. Flags are to be raised at sunrise and lowered at sunset or illuminated after sundown with a light dedicated to each flag.
Picnic Tables	Each picnic area, including concrete slab and table, are clean and free of debris.
Grills	Grills and concrete slab are free of ashes and debris.
Flowers	Planting from the approved list and maintained according to spec.

Rest Area Outcome Target Inspection Sheet						
Highway		Inspected by:	Date		MDOT Location	
Direction			Time			
Mile Marker			Day of Week			
County			Region		**Score**	**100**
		Comments				
Restroom Requirements	**Pass or Fail**	Factor = 30				
1. Counter Tops						
2. Sinks						
3. Toilets/Urinals						
4. Toilet Paper Dispensers						
5. Partitions						
6. Floors						
7. Ceilings/Windows/Walls						
8. Hand Dryers						
9. Trash Receptacles						
10. Soap Dispensers						
11. Baby Changing Tables						
12. Mirrors						
13. Lights						
14. Odor						
15. Family Restroom						
Number Passing	15					
# Rated, % Passed, Score	30.0					
		Comments				
Building Requirements	**Pass or Fail**	Factor = 25				
1. Malfunctioning Components						
2. Doors						
3. Foyers/Floors						
4. Water Fountains						
5. Utility Areas						
6. Phone						
7. Availability						
8. Secured Doors						
9. Safety Data Sheets						
10. Supplies and Equipment						
Number Passing	10					
# Rated, % Passed, Score	25.0					
		Comments				
Attendant Requirements	**Pass or Fail**	Factor = 15				
1. Uniform						
2. Availability						
Number Passing	2					
# Rated, % Passed, Score	15.0					

		Comments
Grounds Requirements	**Pass or Fail**	Factor = 30
1. Turf Conditions		
2. Vegetation/Landscaping		
3. Trash Receptacles		
4. Flowers		
5. Sidewalks		
6. Edging and Trimming		
7. Flags		
8. Picnic Tables		
9. Grills		
Number Passing	9	
# Rated, % Passed, Score	30.0	

Inspection Forms:
Rest Areas

NOTES:

1. When coding the Inspection forms, use a “Pass” for Passing, “Fail” for Failing, “X” for not inspected at this time, and a dash “-“, when the characteristic is not present at the facility. For example, since all of the facilities do not have family restrooms, when inspecting a facility where a family restroom is not present enter the dash “-“ for that item.

2. W h e n scoring an Inspection form manually, take the total number of passing characteristics and divide it by the total number of characteristics rated (less the dash “-“ entries) and multiply by the factor for that section.

EXAMPLE:

RESTROOMS have 15 possible characteristics. If no family restroom is present, there are a total of 14 characteristics to be rated. If nine (9) characteristics are rated “Pass”, two (2) characteristics are rated “Fail”, and three (3) are rated with an “X” (counts as a yes) your calculation will be:

12 passing characteristics divided by 14 total characteristics = 0.857. Multiply 0.857 by the factor of 30, and the score for that section will be 25.71, rounded to 26.

(When using the electronic form, the calculations will be made by the form)

OUTCOME TARGET INDICATORS

The Road Commission or MDOT will collect Outcome Target Indicators on a random basis within the hours of operation indicated in the LSS. Additional data collection may be carried out if there is evidence of non-conformance which may include a review of the Contractor’s records, plans and actions taken. The Road Commission and MDOT reserve the right to adjust the frequency of collection of Outcome Target Indicators at its discretion.

The Outcome Target Indicators that the Road Commission or MDOT collects will be shared with the Contractor and will be the only indicators used to apply consequences for non-conformance.

CONFORMANCE TO THE OUTCOME TARGETS
Upon completing the collection of the Outcome Target Indicators, the Road Commission and MDOT will assess Conformance or Non-Conformance to the Outcome Targets. The assessment, however, will include consideration for events that are beyond the care and control of the Contractor. The Road Commission and MDOT will examine all relevant factors involved with the situation including the Contractor's rationale as to why the situation occurred.

The Road Commission and MDOT will provide the contractor with a copy of the inspection form and its assessment of conformance with the outcome targets. Any outcomes that are in nonconformance will be noted on the inspection form. This will serve as the Contractor's notice of non-conformance.

CONSEQUENCES FOR NON-CONFORMANCE

The following table details the consequences for non-conformance to the Outcome Targets.

Deficiency Identification	Time Allowed/Criteria	Deduction
a) Facility receives single inspection result below minimum allowed (90 points)	Per Procedure	5% of monthly lump sum amount per point below minimum per inspection
b) Facility's averaged inspection results falls below minimum allowed (90 points)	Per Procedure	10% of monthly lump sum amount per point below minimum per each Facility
c) Facility closure due to Contractor's failure to adequately perform	Deductions begin immediately on closure	5% of monthly lump sum amount per hour of Facility closure, prorated
d) Follow up inspection shows a non-conforming item still is in non-conformance	Per item	2.5% of monthly lump sum amount for first reoccurrence, 2.5% added for each additional reoccurrence

For each monthly invoice, reduce the monthly lump sum amount by the total of all Facility performance deductions.

The CCI will maintain a record comprised of complaints from agency or departmental staff and provide record of this to the Contractor; this record will identify the areas requiring special attention on that day.

Contractor must remain responsible to make any necessary changes if the CCI determines that any task has not been performed adequately or satisfactorily.

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

1.052 Final Acceptance - Deleted, Not Applicable

1.060 Proposal Pricing

1.061 Proposal Pricing

For authorized Services and Price List, see Location Specification Sheet(s) (LSS) in attachment A.

Bidders are encouraged to offer quick payment terms (i.e., _____% discount off invoice if paid within _____ days). This information can be noted on the Bidders price proposal (see Attachment A).

Contractor's out-of-pocket expenses are not separately reimbursable by the Road Commission unless, on a case-by-case basis for unusual expenses, the Road Commission has agreed in advance and in writing to reimburse Contractor for the expense at the Road Commission's current travel reimbursement rates.

1.062 Price Term

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

1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Holdback - Deleted, Not Applicable

1.070 Additional Requirements

1.071 Additional Terms and Conditions specific to this RFP

A base wage of $16.50 is required for each attendant working under this contract.

Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term
The Contract is for a period of three (3) years beginning (May 1, 2027) through (April 30, 2030). All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew
The Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two (2) additional one (1) year periods.

2.003 Legal Effect
Contractor must show acceptance of the Contract by signing two (2) copies of the Contract and returning them to the Contract Administrator. The Contractor must not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a Contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the Road Commission assumes no liability for costs incurred by Contractor or payment under the Contract, until Contractor is notified in writing that the Contract (or Change Order) has been approved by the Road Commission and the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits
All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing the Contract, are incorporated in their entirety and form part of the Contract.

2.005 Ordering
The Road Commission will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under the Contract. All orders are subject to the terms and conditions of the Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor must furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the Road Commission is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence
(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005.**

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.

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

2.008 Form, Function & Utility – Deleted Not Applicable

2.009 Reformation and Severability
Each provision of the Contract is severable from all other provisions of the Contract and, if one (1) or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals
Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default
If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival
Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office
The Contract is issued by the Wexford County Road Commission and [MDOT] (collectively, including all other relevant State of Michigan departments and agencies, the "State"). The Road Commission is the sole point of contact in the State regarding all procurement and contractual matters relating to the Contract. The Road Commission **is the only office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of the Contract.** The Contractor Administrator within County Road Commission for the Contract is:

Annie Strom
Finance & Business Manager
Procurement
Wexford County Road Commission
85 W. M-115
Boon, MI 49618

2.022 Contract Compliance Inspector
After the Road Commission receives the properly executed Contract, it is anticipated that the Director of County Road Commission, in consultation with the Michigan Department of Transportation, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of the Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by the Road Commission**. The CCI for the Contract is:

County Contact	MDOT Contact
Tim Schonert	Robert Ciupka
Wexford County Road Commission	Michigan Department of Transportation
85 W. M-115	410 N. State St. Hillman MI 49746
Boon, MI 49618	ciupkar@michigan.gov
Phone 231-775-9731	Phone 231-420-3345

2.023 Project Manager - Deleted, Not Applicable

2.024 Change Requests
The Road Commission reserves the right to request, from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the Road Commission would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the Road Commission, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

(a) By giving Contractor written notice within a reasonable time, the Road Commission must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under the Contract, describing the Change and its effects on the Services and any affected components of the Contract (a “Contract Change Notice”).

(b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the County Road Commission.

(c) If the Road Commission requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the Road Commission that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the Road Commission before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of the Contract and then ceases performing that work, the Contractor must, at the

request of the Road Commission, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices
Any notice given to a party under the Contract must be deemed effective, if addressed to the Road Commission contact as noted in Section 2.021 and the Contractor's contact as noted on the cover page of the contract, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments
Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties
The relationship between the Road Commission and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be deemed to be an employee, agent, or servant of the Road Commission for any reason. Contractor is solely and entirely responsible for its acts and the acts of its agents, employees, servants, and Subcontractors during the performance of the Contract.

2.028 Covenant of Good Faith
Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties must not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments
(a) Neither party may assign the Contract or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party.

(b) Contractor may not, without the prior written approval of the Road Commission, assign its right to receive payments due under the Contract. If the Road Commission permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one (1) entity continues.

(c) If the Contractor intends to assign the Contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the Road Commission in writing at least 90 days before the assignment. The Contractor also must provide the Road Commission with adequate information about the assignee within a reasonable amount of time before the assignment for the Road Commission to determine whether to approve the assignment.

2.050 Taxes

2.051 Employment Taxes
Contractors are expected to collect and pay all applicable federal, state, and local employment taxes.

2.052 Sales and Use Taxes
Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two (2) or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications
All persons assigned by Contractor to the performance of Services under the Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a Road Commission-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of the Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the Road Commission as if they were employees of Contractor for the Contract only; however, the Road Commission understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel
(a) The Contractor must provide the CCI with the names of the Key Personnel.

(b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(c) The Road Commission reserves the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor must notify the Road Commission of the proposed assignment, must introduce the individual to the appropriate Road Commission representatives, and must provide the Road Commission with a resume and any other information about the individual reasonably requested by the Road Commission. The Road Commission reserves the right to interview the individual before granting written approval. In the event the Road Commission finds a proposed individual unacceptable, the Road Commission must provide a written explanation including reasonable detail outlining the reasons for the rejection.

(d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the Road Commission. The Contractor's removal of Key Personnel without the prior written consent of the Road Commission is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the Road Commission receives prior written notice before shadowing occurs, and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the Road Commission must review any Key Personnel replacements and appropriate transition planning must be established. Any Unauthorized Removal may be considered by the Road Commission to be a material breach of the Contract, in respect of which the Road Commission may elect to exercise its termination and cancellation rights.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the Road Commission does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 Re-assignment of Personnel at the Road Commission's Request

The Road Commission reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the Road Commission, to be unacceptable. The Road Commission's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the Road Commission's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the Road Commission exercises this right, and the Contractor cannot immediately replace the removed personnel, the Road Commission agrees to an equitable adjustment in schedule or other terms that may be affected by the Road Commission's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the Road Commission, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract must perform their duties either primarily at Contractor's offices and facilities or at Road Commission facilities. Without limiting the generality of the foregoing, Key Personnel must, at a minimum, spend at least the amount of time on-site at Road Commission facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with Road Commission personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on MDOT or Road Commission property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever contacting Road Commission personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor must cause its personnel and the personnel of any Subcontractors to cooperate with the Road Commission and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the Road Commission in writing, the Contractor must provide to the Road Commission's agents and other contractors reasonable

access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with the Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The Road Commission acknowledges that Contractor's time schedule for the Contract is very specific and must not unnecessarily or unreasonably interfere with, delay, or otherwise impede Contractor's performance under the Contract with the requests for access.

2.067 Contractor Return of Road Commission Equipment/Resources
The Contractor must return to the Road Commission any Road Commission-furnished equipment, facilities, and other resources when no longer required for the Contract in the same condition as when provided by the Road Commission, reasonable wear and tear excepted.

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

2.070 Subcontracting by Contractor

2.071 Contractor Full Responsibility
Contractor has full responsibility for the successful performance and completion of all of the Services and Deliverables. The Road Commission will consider Contractor to be the sole point of contact with regard to all contractual matters under the Contract, including payment of any and all charges for Services and Deliverables.

2.072 Road Commission Consent to Delegation
Contractor must not delegate any duties under the Contract to a Subcontractor unless the County Road Commission has given written consent to such delegation. The Road Commission reserves the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the Road Commission, to be unacceptable. The Road Commission's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the Road Commission's request must be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor must be fully qualified for the position. If the Road Commission exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the Road Commission will agree to an equitable adjustment in schedule or other terms that may be affected by the Road Commission's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the Road Commission, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

2.073 Subcontractor Bound to Contract
In any subcontracts entered into by Contractor for the performance of the Services, Contractor must require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the Contract, assumes

toward the Road Commission. The Road Commission reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the Road Commission. The management of any Subcontractor is the responsibility of Contractor, and Contractor must remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor must make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the Road Commission and Contractor, the Road Commission will not be obligated to direct payments for the Services other than to Contractor. The Road Commission's written approval of any Subcontractor engaged by Contractor to perform any obligation under the Contract will not relieve Contractor of any obligations or performance required under the Contract.

2.074 Flow Down
Except where specifically approved in writing by the Road Commission on a case-by-case basis, Contractor must flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection
The Contractor must select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 Road Commission Responsibilities

2.081 Equipment
The Road Commission must provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities
The MDOT must designate space if it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and, unless agreed otherwise by the parties in writing, must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor while providing the Services. Contractor must not, without the prior written consent of the MDOT, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access while performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 Background Checks

i) Contractor must perform criminal background checks on all employees, subcontractors, and subcontractor employees (collectively "personnel") prior to their assignment. Contractor is responsible for all costs associated with processing the background checks. The State, in its sole discretion, may also perform background checks.
ii) The scope of the background checks must be national and may include Michigan State Police background checks (ICHAT or LEIN) and National Crime Information Center (NCIC) fingerprints. For any personnel that is not a U.S. resident and that will work at a

location within 25 miles of an international port of entry, the Contractor must also perform a Canadian criminal background check.
iii) The State, in its sole discretion, may require any personnel to complete and submit RI-8 Fingerprint Cards for the NCIC fingerprint checks. Any personnel requested to submit an RI-8 Fingerprint Card for an NCIC Fingerprint Check who refuses or fails to do so must be replaced.
iv) Upon request, the Contractor and subcontractors must provide documentation, including background check results, to the State of Michigan, including DTMB Office of Infrastructure, Security Program Coordinator, or their designee.
v) The State reserves the right to request additional background checks at the discretion of state agencies or branches of state government as outlined in the Standard Contract Terms document.
vi) Failure to provide the requisite number of personnel required by this Contract, who satisfactorily pass the required background check, will be considered a material breach of this Contract. Contractor will ensure that no personnel will provide any services under this Contract who has:
(1) a felony conviction(s) or pending felony charge(s) that are substantially related to the contracted activities or services; and
(2) a conviction(s) or pending charge(s) that would otherwise be disqualifying under section 20173a (1) of the Public Health Code (MCL 333.20173a(1)), excluding subsections (a) and (i).

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

2.100 Confidentiality

2.101 Confidentiality

Contractor and the Road Commission each acknowledge that the other possesses, and will continue to possess, confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the Road Commission as defined below) which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the Road Commission must mean any information which is retained in confidence by the Road Commission (or otherwise required to be held in confidence by the Road Commission under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the Road Commission under its performance under the Contract, is marked as confidential, proprietary, or with a similar designation by the Road Commission. "Confidential Information" excludes any information (including the Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The Road Commission and Contractor must each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the Road

Commission will (i) make any use of the Confidential Information of the other except as contemplated by the Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party must limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of the Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under the Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the Road Commission's Confidential Information in confidence. At the Road Commission's request, any employee of Contractor and of any Subcontractor having access or continued access to the Road Commission's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the Road Commission that Contractor has destroyed all Road Commission Confidential Information.

2.103 Exclusions
Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the Road Commission or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights
Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations
The parties' respective obligations under this Section must survive the termination or expiration of the Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed
The Road Commission's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the Road Commission's representatives must be allowed to inspect, monitor,

or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the Road Commission's representatives.

2.112 Examination of Records

For seven (7) years after the Contractor provides any work under the Contract (the "Audit Period"), the Road Commission may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The Road Commission must notify the Contractor 20 days before examining the Contractor's books and records. The Road Commission does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period, all pertinent financial and accounting records (including time sheets and payroll records, information pertaining to the Contract, and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the Road Commission at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

If necessary, the Contractor and the Road Commission will meet to review each audit report promptly after issuance. The Contractor must respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the Road Commission must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors

(a) If the audit demonstrates any errors in the documents provided to the Road Commission, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) invoices. If a balance remains after four (4) invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under the Contract. The performance of all obligations under the Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under the Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the Road Commission by Contractor or developed by Contractor under the Contract, and Contractor has all of the rights necessary to convey to the Road Commission the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the Road Commission under the Contract, nor their use by the Road Commission, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under the Contract, Contractor procures any equipment, software or other Deliverable for the Road Commission (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in the Contract, Contractor must assign or otherwise transfer to the Road Commission or its designees, or afford the Road Commission the benefits of, any manufacturer's warranty for the Deliverable.

(e) The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into the Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the Road Commission under the Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the Road Commission about the nature of the conflict or appearance of impropriety within two (2) days of learning about it.

(h) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract start date, the Contractor must report those changes immediately to County Road Commission.

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the Road Commission and MDOT from claims which may arise out of or result from the Contractor's performance of Services under the terms of the Contract, whether the Services are performed by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the Road Commission and the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under the Contract.

All insurance coverage's provided relative to the Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in the Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in the Contract must be issued by companies that have been approved to do business in the State. See www.michigan.gov/deleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked ☑ below:

☑ 1. Commercial General Liability with the following minimum coverage:

$2,000,000 General Aggregate Limit other than Products/Completed Operations
$2,000,000 Products/Completed Operations Aggregate Limit
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit

The Contractor must list the Road Commission and the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

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

The Contractor must list the Road Commission and the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ 4. Employers liability insurance with the following minimum limits:

$500,000 each accident

$500,000 each employee by disease
$500,000 aggregate disease

☐ 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of $1,000,000.00 with a maximum deductible of $50,000.00.

☐ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars ($10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: $3,000,000.00 each occurrence and $3,000,000.00 annual aggregate.

☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under the Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage
Except where the Road Commission has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under the Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor must fully comply with the insurance coverage required in this Section. Failure of Subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements
Contractor must furnish to the Road Commission, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies MUST NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Procurement, DTMB. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three (3) years following the expiration or termination for any reason of the Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under the Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in the Contract, or if any insurer cancels or significantly reduces any required insurance as specified in the Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or

procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the Road Commission and the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of the Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the Road Commission and the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

In any claims against the Road Commission or the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification

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

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under the Contract.

2.145 Continuation of Indemnification Obligations
The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures
The procedures set forth below must apply to all indemnity obligations under the Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under the Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. 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. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure
If the Contractor breaches the Contract, and the Road Commission, in its sole discretion, determines that the breach is curable, then the Road Commission must provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the Road Commission determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

(a) The Road Commission may terminate the Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under the Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the Road Commission

(b) If the Contract is terminated for cause, the Contractor must pay all costs incurred by the Road Commission in terminating the Contract, including but not limited to, Road Commission administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the Road Commission may incur to procure the Services/Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in the Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under the Contract.

(c) If the Road Commission chooses to partially terminate the Contract for cause, charges payable under the Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the Road Commission must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the Road Commission terminates the Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in the Contract for a termination for convenience.

2.153 Termination for Convenience

The Road Commission may terminate the Contract for its convenience, in whole or part, if the Road Commission determines that a termination is in the Road Commission's best interest. Reasons for the termination must be left to the sole discretion of the Road Commission and may include, but not necessarily be limited to (a) the Road Commission no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the Road Commission, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the Road Commission. The Road Commission may terminate the Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the Road Commission chooses to terminate the Contract in part, the charges payable under the Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

(a) Contractor acknowledges that, if the Contract extends for several fiscal years, continuation of the Contract is subject to appropriation or availability of funds for the Contract. If funds to enable the Road Commission to effect continued payment under the Contract are not appropriated or otherwise made available, the Road Commission must terminate the Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Road Commission must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the Road Commission receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the Road Commission may, upon 30 days written notice to Contractor, reduce the level of

the Services or the change the production of Deliverables in the manner and for the periods of time as the Road Commission may elect. The charges payable under the Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the Road Commission terminates the Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the Road Commission must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the Road Commission, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the Road Commission in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The Road Commission may terminate the Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a Road Commission, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The Road Commission may terminate the Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the Road Commission must pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

(a) If the Road Commission terminates the Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the Road Commission may direct, for preservation and protection of Deliverables or other property derived or resulting from the Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the Road Commission, (d) transfer title in, and deliver to, the Road Commission, unless otherwise directed, all Deliverables intended to be transferred to the Road Commission at the termination of the Contract and which are resulting from the Contract (which must be provided to the Road Commission on an "As-Is" basis except to the extent the amounts paid by the Road Commission in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the Road Commission terminates the Contract before its expiration for its own convenience, the Road Commission must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under the Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the Road Commission. All completed or partially completed Deliverables prepared by Contractor under the Contract, at the option of the Road Commission, becomes the Road Commission's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the Road Commission is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the Road Commission.

(c) Upon a good faith termination, the Road Commission may assume, at its option, any subcontracts and agreements for Services and Deliverables provided under the Contract, and may further pursue completion of the Services/Deliverables under the Contract by replacement contract or otherwise as the Road Commission may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of the Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor
If the Road Commission breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the Road Commission with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate the Contract if the Road Commission (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under the Contract, (ii) breaches its other obligations under the Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.190** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities
If the Road Commission terminates the Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the Road Commission to assist in the orderly transition of equipment, services, software, leases, etc. to the Road Commission or a third party designated by the Road Commission. If the Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed (1) day. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175.**

2.172 Contractor Personnel Transition
The Contractor must work with the Road Commission, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the Road Commission, or a specified third party, maintain the continuity and consistency of the services required by the Contract. In addition, during or following the transition period, in the event the Road Commission requires the Services of the Contractor's Subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the Road Commission to use the Services of Contractor's Subcontractors or vendors. Contractor must notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition
The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the Road Commission, or specified third party, to properly provide the Services/Deliverables required under the Contract. The Contractor must provide the Road Commission with asset management data generated from the inception of the Contract through the date on which the Contractor is terminated in a comma-delineated format unless otherwise requested by the Road Commission. The Contractor must deliver to the Road Commission any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the Road Commission.

2.175 Transition Payments
If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the Road Commission. The

Contractor must prepare an accurate accounting from which the Road Commission and Contractor may reconcile all outstanding accounts.

2.176 Road Commission Transition Responsibilities
In the event that the Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the Road Commission agrees to perform the following obligations, and any others upon which the Road Commission and the Contractor agree:
(a) Reconciling all accounts between the Road Commission and the Contractor;
(b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders
The Road Commission may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the Road Commission must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

2.182 Cancellation or Expiration of Stop Work Order
The Contractor must resume work if the Road Commission cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the Road Commission decides the facts justify the action, the Road Commission may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment must conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs
If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.150**, and the Road Commission will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the Road Commission is not liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180.**

2.190 Dispute Resolution

2.191 In General
Any claim, counterclaim, or dispute between the Road Commission and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the Road Commission is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution – Deleted Not Applicable

2.193 Injunctive Relief
The only circumstance in which disputes between the Road Commission and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance
Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.210 Governing Law

2.211 Governing Law
The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws
Contractor must comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction
Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.290 Environmental Provision

2.291 Environmental Provision
Hazardous Materials:
For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation, or disposal of which is regulated by the federal, State, or local laws governing the protection of the public health, natural resources, or the environment. This includes, but is not limited to, materials such as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State, and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the Road Commission must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the Road Commission is aware of the Hazardous Material. If the

Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the Road Commission in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the Road Commission will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the Road Commission must order a suspension of Work in writing. The Road Commission must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the Road Commission must terminate the affected Work for the Road Commission's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the Road Commission, the Contractor must resume Work as directed in writing by the Road Commission. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the Road Commission and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the Road Commission, the applicable SLAs for the affected Work will not be counted in **Section 2.242** for a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:
The Contractor must comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to the Contract.

Environmental Performance:
Waste Reduction Program: Contractor must establish a program to promote cost-effective waste reduction in all operations and facilities covered by the Contract. The Contractor's programs must comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Other Provisions

2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

"Forced or indentured child labor" means all work or service: exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

Article 3 – Bid Process and Evaluation Criteria

3.010 Introduction

3.011 Pre Bid Meetings
A mandatory pre-bid meeting will be held at 10:00 am on Wednesday, December 2nd, 2026 at MDOT Gaylord Region Office 1088 M-32 E. Gaylord, MI. 49735.

The purpose of this meeting will be to discuss with prospective Bidders the work to be performed and to allow them to ask questions arising from their review of the RFP. Representation at the pre-bid meeting may be limited to one person per Bidder, due to limited facilities available. The pre-bid meeting is for information only. Any answers furnished will not be official until verified in writing by County Road Commission. Answers that change or substantially clarify the RFP will be affirmed in writing; copies will be provided to all attendees and will be posted on the website via an addendum. The pre-bid meeting will be the Bidders only opportunity to personally address questions concerning this RFP.

Persons with disabilities, who need mobility, visual, hearing, or other assistance for effective participation at the pre-bid meeting should indicate the needs by contacting the Buyer. All the requests must be received at least *10* days before the date of the meeting. Any requests received after *November 16, 2026,* cannot be guaranteed.

3.012 Communications
The State will not respond to telephone inquiries or visitation by Bidders or their representatives. Bidder's sole point of contact concerning the RFP is the Buyer in the County Road Commission. Any communication outside of this process may result in disqualification or debarment or both.

3.013 Questions
Omitted due to mandatory Pre-Bid Meeting attendance only opportunity to personally address questions as listed in 3.011.

3.020 Award Process

NOTICE TO ALL BIDDERS: It is the bidder's responsibility to complete **each** bidder response section, in **each** article, **completely** and **in detail**. No assumptions should be made that the State is aware of any bidder's capabilities, staffing, prior experience, past performance or any other required information. The evaluation will be based on the information submitted with the proposal according to the terms of the RFP.

3.021 Method of Evaluation

In awarding the Contract, proposals will be evaluated by a Joint Evaluation Committee (chaired by County Road Commission).

3.022 Technical Proposal Evaluation Criteria
The following chart represents the scoring of the particular factors:

		Weight
1.	Statement of Work (Article 1)	35
2.	Bidder Information (4.011)	10
3.	Prior Experience (4.012)	25
4.	Staffing (1.031 & 4.013)	20
5.	Financial Stability (3.043)	10
	TOTAL	**100**

Oral Presentation

Bidders who submit proposals may be required to make oral presentations of their proposals to the State. These presentations provide an opportunity for the Bidders to clarify the proposals through mutual understanding. County Road Commission will schedule these presentations, if required.

Site Visit

The State may conduct a site visit to tour and inspect the Bidder's facilities. County Road Commission will schedule these visits if required.

3.023 Price Evaluation

(a) Only those proposals receiving a score of 80 points or more in the technical proposal evaluation will have their pricing evaluated to be considered for award.

(b) Evaluation of price proposals includes consideration for a Qualified Disabled Veteran Preference. 1984 PA 431, as amended, establishes a preference of up to 10% for businesses owned by qualified disabled veterans meeting the minimum point threshold for passing.

(c) The State reserves the right to consider economic impact on the State when evaluating proposal pricing. This includes, but is not limited to: job creation, job retention, tax revenue implications, and other economic considerations.

3.024 Award Recommendation

The award recommendation will be made to the responsive and responsible Bidder who offers the best value to the State of Michigan. Best value will be determined by the Bidder meeting the minimum point threshold and offering the lowest price.

3.025 Reservations

(a) The Road Commission reserves the right to consider total cost of ownership factors in the final award recommendation (i.e. transition costs, training costs, etc.).

(b) The Road Commission reserves the right to award by item, part or portion of an item, group of items or total proposal, to reject any and all proposals in whole or in part, if, in the Director of County Road Commission' judgment, the best interest of the State will be so served.

(c) The Road Commission reserves the right to award multiple, optional use contracts. In addition to the other factors listed, offers will be evaluated on the basis of advantages and disadvantages to the State that may result from making more than one award.

(d) The Road Commission reserves the right to consider overall economic impact to the State in the final award recommendation. This includes considering principal place of performance, number of Michigan citizens employed or potentially employed, dollars paid to Michigan residents, Michigan capital investments, economically disadvantaged businesses, etc.

(e) The Road Commission reserves the right to award to another 'best value' contractor in case the original Awardee does not accept the award. This reservation applies for all of our solicitations whether they are quotes, bids, proposals, pre-qualified or pre-registered programs.

(f) The Road Commission reserves the right to give a preference for products manufactured or services offered by Michigan firms if all other things are equal and if not inconsistent with federal statute. (See MCL 18.1261)

(g) The Road Commission reserves the right to disqualify any bid based on Sections 1.1 through 4.1 in the general Certifications and Representations (completed at vendor registration).

3.026 Award Decision

Award recommendation will be made to the Chief Procurement Officer, County Road Commission.

3.027 Protests
If a Bidder wishes to initiate a protest of the award recommendation, the Bidder must submit a protest, in writing, by 5:00 p.m. on the date stated on the notice of recommendation to award. Bidder must include the RFP number and clearly state the facts believed to constitute error in the award recommendation along with the desired remedy. More information about the Bidder protest process is available at www.michigan.gov/buymichiganfirst; click on the "Vendor Information" link.

3.028 State Administrative Board
The State Administrative Board (SAB) must approve all contracts/purchase orders in excess of $250,000. The decision of this Board regarding the recommendation is final; however, SAB approval does not constitute a Contract. The award process is not completed until the Bidder receives a properly executed Contract or Purchase Order from County Road Commission.

3.030 Laws Applicable to Award

3.031 Independent Price Determination
(a) By submission of a proposal, the Bidder certifies, and in the case of a joint proposal, each party certifies as to its own organization, that in connection with this proposal:
(i) The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to the prices with any other bidder or with any competitor; and
(ii) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder before award directly or indirectly to any other bidder or to any competitor; and
(iii) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

(b) Each person signing the proposal certifies that the person:
(i) Is responsible for the prices offered in the proposal and has not participated (and will not participate) in any action contrary to (a), (i), (ii), and (iii) above; or
(ii) Is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for the decision in certifying that the persons have not participated (and will not participate) in any action contrary to (a), (i), (ii), and (iii) above.

3.032 Taxes
The Road Commission may refuse to award a contract to any Bidder who has failed to pay any applicable State taxes. The Road Commission may refuse to accept Bidder's bid, if Bidder has any outstanding debt with the State.

3.040 Possible Additional Considerations/Processes

3.041 Clarifications
The Road Commission may request clarifications from one (1) or all Bidders. The Road Commission will document, in writing, clarifications being requested and forward to the Bidders affected. This process does not allow for changes. Instead, it provides an opportunity to clarify the proposal submitted.

If it is determined that a Bidder purposely or willfully submitted false information, the Bidder will not be considered for award, the Road Commission will pursue debarment of the Bidder, and any resulting Contract that may have been established will be terminated.

3.042 Past Performance
The Road Commission may evaluate the Bidder's prior performance with the Road Commission, and the prior performance information may be a factor in the award decision.

3.043 Financial Stability
In making an award decision, the Road Commission may evaluate the financial stability of any Bidder. The Road Commission may seek financial information from the Bidder and from third parties. If the Road Commission determines in its sole discretion that contracting with a Bidder presents an unacceptable risk to the Road Commission, the Road Commission reserves the right to not award a contract to that Bidder.

3.044 Samples/Models Deleted, Not Applicable

3.045 Pricing Negotiations
At any time during the evaluation process, the Road Commission may enter into price negotiations with Bidders determined to be in the competitive range.

3.050 Proposal Details

3.051 Complete Proposal
To be considered, each Bidder must submit a COMPLETE proposal in response to this RFP, using the format specified. No other distribution of proposals is to be made by the Bidder. The proposal must state how long it remains valid. This period must be at least 120 days from the due date for responses to this RFP.

3.052 Efficient Proposal
Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional material, etc., will receive no evaluation credit. Emphasis should be on completeness and clarity of content in the format specified.

3.053 Price and Notations
Prices and notations must be typed or in ink. Prices must be for new items only unless specified otherwise in the RFP. The person signing the proposal should initial any form of pricing corrections made to the proposal by the bidder before submission in **ink**. In the event of un-initialed pricing corrections, the Buyer, with management approval, may require an affidavit from the Bidder confirming the price correction was made before the bid submission.

3.054 Double Sided on Recycled Paper
Bidders, when possible, should use recycled paper for all printed and photocopied documents related to the submission of their bid and fulfillment of any resulting contract and must, whenever practicable, use both sides of the paper and ensure that the cover page of each document bears an imprint identifying it as recycled paper.

3.055 Proposal Format
The following information must be included in all proposals. Bidders must respond to all sections of the RFP. Failure to respond to every section in each Article could result in disqualification from the bidding process. Uniform Resource Locator (URL) links to information will not be considered for evaluation. The State does not control the data and cannot assure that it is static and not subject to change. We will only evaluate the materials submitted to us by the bid due date and time and in accordance with Section *3.060 Submitting Bids and Proposals*. Proposals should be formatted to include each of the following sections, which should be clearly identified using the same format as the RFP is written in and with the appropriate headings:

Article 1 – Statement of Work – Bidder must respond to each section. **Proposal must include detailed responses to all tasks as requested in Article 1. Bidders must copy these sections, and provide Bidder's response in the area specified for "Bidder Response to Task". This area has been designed to expand as necessary**
Article 2 – Terms and Conditions – Bidder should include a statement agreeing to the Terms and Conditions contained in this section
Article 4 – Evaluation Information – Bidder must respond to each section

3.060 Submitting Bids and Proposals

3.061 Sealed Bid Receipt
SEALED BIDS (PROPOSALS) MUST BE RECEIVED AND TIME-STAMPED IN COUNTY ROAD COMMISSION ON OR BEFORE 3 PM EASTERN TIME ON THE DUE DATE SPECIFIED ON THE COVER PAGE OF THIS RFP. AT 3 PM THE SYSTEM CUTS OFF, SIGNALING THE END OF THE RESPONSE TIME. BIDDERS ARE RESPONSIBLE FOR SUBMITTING THEIR PROPOSALS TO COUNTY ROAD COMMISSION ON TIME. PROPOSALS THAT ARE RECEIVED AFTER THE SPECIFIED DUE DATE AND TIME CANNOT BE CONSIDERED UNLESS (a) ALL OTHER BIDS RECEIVED ON TIME DO NOT MEET SPECIFICATIONS, OR (B) NO OTHER BIDS ARE RECEIVED.

3.062 Proposal Submission

Submit 2 written copies of technical proposal (including one (1) clearly marked original) and 2 copies of your **separately sealed Price Proposal** according to the following instructions, which will ensure that the integrity of the sealed bid process is protected:

Bidder's proposal should also be submitted in electronic format on a USB drive or CD-ROM. All documents and data must be created using tools that are compatible with the Microsoft Office standard desktop tools, without need for conversion. The electronic format may be saved in a compressed format. Bidders should submit in electronic format along with the number of paper copies being requested. Any items contained in the Proposal that cannot be saved in the aforementioned format should be clearly identified by the Bidder as the items that are excluded from the electronic submission. NOTE: The electronic version of the price proposal MUST also be sealed separately from the electronic technical proposal and clearly labeled as such. **PRICE PROPOSAL MUST BE SEALED SEPARATE FROM TECHNICAL PROPOSAL. Separately sealed pricing proposals will remain sealed until the JEC has completed evaluation of the technical proposals.**

3.063 Responses
(a) Each envelope/container submitted must contain the response to only one (1) RFP. Do not submit responses to more than one (1) RFP in one (1) envelope/container. Also, faxed bids will not be accepted unless specifically requested in writing by County Road Commission.

(b) BIDDERS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS ON THE OUTSIDE ENVELOPE: The RFP Number or name; Cadillac Rest Area, the Date Due; Bidder Name and the Bidder Identification Number (FEIN – do not write on outside of envelope if FEIN is social security number). If a delivery service is used which prohibits the markings on their envelope or package, this information must be placed on the outside of an interior envelope or package.

(c) The bid may be submitted utilizing one (1) of the methods below:

1. Bids may be delivered to the receptionist desk of County Road Commission.
   Wexford County Road Commission
   85 W. M-115
   Boon, MI 49618
   Monday – Friday, 7:00 a.m. – 3:30 p.m.
   or placed in the drop box by the office door.

2. Proposals submitted through the US. POSTAL SERVICE should be addressed as follows:
   Wexford County Road Commission
   85 W. M-115
   Boon, MI 49618

Article 4 – Required Bidder Information

Bidders must provide the following required information. Failure respond to each requirement may disqualify the Bidder from further participation in this RFP.

4.010 Bidder Information

4.011 Company Information

Company Full Legal Name:	**Phone Number:**
Company Address (include 9 digit zip code):	**Website Address:**
Legal Status (i.e. corporation, partnership, DBA):	**Number of Years in Business:**
State Incorporated:	**Gross Annual Sales for Last 5 Years**
	Year 1
	Year 2
Data Universal Number System (DUNS) #	**Year 3**
	Year 4
	Year 5
If licensed, provide the license number and the State in which the company is licensed:	
License	**State**

4.012 Prior Experience

Indicate the prior experience of your firm, which you consider relevant to your ability to successfully manage a contract for the services defined by this RFP. Include sufficient detail to demonstrate the relevance of this experience. Proposals submitted should include, in this section, descriptions of a minimum of three (3) qualifying relevant experiences to include project/client descriptions, costs, and starting and completion dates of projects/contracts successfully completed. Also, include the name, email address and phone number of the responsible official of the customer organization who may be contacted.

The Road Commission will include in the evaluation the relevancy of experience, compatibility of the experience to the Services requested in this RFP, and the performance record of the listed experience. The Road Commission reserves the right to verify all submissions and perform further background checks of experience and performance. Background checks may include other prior experiences not submitted in as a response to this section. Additionally, the Road Commission will not agree to notification of any Bidder prior to checking any listed references.

Bidder Response:

4.013 Staffing

The written proposal should indicate the competence of personnel whom the Bidder intends to assign to the project as specified Section 1.031. Qualifications will be measured by education or experience, with particular reference to experience on projects similar to that described in the RFP. For all personnel

identified in Section 1.031, Bidder must provide resumes, which must include detailed, chronological work experience. It is the Bidder's responsibility to provide clear, detailed resumes which make it easy for the JEC to determine relevant experience of proposed staff.

Bidder Response:

Bidder must provide a list of all subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning subcontractor's organization and abilities.

Bidder Response:

4.014 Past Performance

Please list any contracts that you have had with the Road Commission in the last three (3) years.

Bidder Response:

4.015 Contract Performance

Indicate if the Bidder has had a contract terminated for default in the last three (3) years. Termination for default is defined as notice to stop performance which was delivered to the Bidder due to the Bidder's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Bidder, or (b) litigated and determined that the Bidder was in default. If the Bidder has not had a contract terminated for default, the Bidder must affirmatively state this under "Reason" below.

If no the terminations exist, the Bidder must affirmatively state this.

Note: If the Bidder has had a contract terminated for default in this period, the Bidder must submit full details including the other party's name, address, and phone number County Road Commission will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Termination: _____

Reason: _____

_____

_____

_____

_____

4.016 Place of Performance

Bidders, in the performance of any resulting contract, must identify the place of performance for work to be done by the Bidder and any Subcontractor. The place of performance includes any facility that may be utilized during the term of the proposed Contract. If the place of performance is a State facility, the bidder must list the location of the office responsible for the performance. **DUNS numbers may vary by location. Please provide a DUNS number for each place of performance listed below.**

Place of Performance – Owner/Operator of facility to be used and full name and address including 9-digit zip code	Description of services to be performed at this location.	Percent (%) of Contract value to be performed at this location	Data Universal Number System (DUNS) #

4.017 Disclosure of Litigation

Bidder must disclose any material criminal litigation, investigations or proceedings involving the Bidder (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act of 2002, 18 USC 1514 *et seq*. In addition, each Bidder (and each Subcontractor) must disclose to the Road Commission any material civil litigation, arbitration or proceeding to which Bidder (or, to the extent Bidder is aware, any Subcontractor hereunder) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Bidder or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Bidder or, to the extent Bidder is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement in Bidder's bid response. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as such. Information provided to the Road Commission from Bidder's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

Bidder Response:

4.018 E-Verify

Note to Buyers: The following information is necessary for any DHS RFP or for any statewide RFP where DHS may purchase off the contract. If not necessary, delete and note Reserved.

Section 291 of the fiscal year 2013 Omnibus Budget, PA 200 of 2012, requires verification that all new employees of the Contractor and all new employees of any approved Subcontractor, working under this contract, are legally present to work in the United States. All Contractors shall perform this verification using the E-verify system (http://www.uscis.gov/portal/site/uscis).

By submitting this proposal, I certify that all new employees, and new hire employees of approved Subcontractors, prior to working on the resulting Contract, will be verified, using the E-verify system, as legally present in the United States.

4.019 RFP Preparation

Bidder must notify the Road Commission in its bid proposal, if it or any of its Subcontractors, or their officers, directors, or key personnel have assisted with the drafting of this RFP, either in whole or in part. This includes the conducting or drafting of surveys designed to establish a system inventory, and/or arrive at an estimate for the value of the solicitation.

Except for materials provided to all Bidders as part of this RFP, Bidder must provide a listing of all materials provided by the Road Commission to the Bidder containing information relevant to this RFP, including, but not limited to: questionnaires, requirements lists, budgetary figures, assessments, white papers, presentations, RFP draft documents. Bidder must provide a list of all Road Commission employees with whom any of its personnel, and/or Subcontractors' personnel has discussed the RFP after the issuance date of the RFP.

Bidder Response:

4.021 Persons with Disabilities

If Bidder will purchase supplies and/or services from a business owned by persons with disabilities in the performance of any contract, the table below must be completed, Bidder may answer "N/A". if Bidder does not intend to purchase supplies and/or services from a business owned by persons with disabilities in the performance of any contract,

Company Name	Estimated percentage of total contract value

4.022 Community Rehabilitation Organizations

If Bidder will purchase supplies and/or services from a community rehabilitation organization in the performance of any contract, the table below must be completed, Bidder may answer "N/A". if Bidder does not intend to purchase supplies and/or services from a community rehabilitation organization in the performance of any contract,

Company Name	Estimated percentage of total contract value

SIGNATURE AUTHORITY

I/We certify that the undersigned is authorized to submit bids/quotations on behalf of _____. The information provided about _____ ability to provide the goods and/or services outlined in this RFP document is true and accurate. I/We understand that our product and/or service offerings must be in compliance with all requirements of this RFP document.

_____

Name of Bidder/Contractor/Supplier

_____

_____

_____

_____

Address of Contractor/Supplier

_____

Telephone and Fax No. of Contractor/Supplier

_____

E-mail Address of Contractor/Supplier

_____

Signature of Contractor/Supplier's Authorized Representative

_____

Title of Supplier Representative

_____

Date

_____

Additional Signature
Contractor/Supplier's Authorized Representative

_____

Title of Supplier Representative

_____

Date

Attachment A

MDOT Rest Area Contract Specifications

Specifications (from 1.022 Work and Deliverable of the RFP)

Definite Specifications - All services to be furnished hereunder shall conform to the specifications as noted herein.

Seasonal Closure

The Michigan Department of Transportation (MDOT) reserves the right to close Rest Areas. MDOT will notify the Contractor 30 calendar days in advance of the scheduled closing date.

Measurement and Payment

The information contained in this LSS represents a summary of the estimated work to be provided. The bid price submitted must include all labor, materials, equipment, and incidentals to complete the work as specified. The completed work as measured for REST AREA JANITORIAL AND GROUNDS MAINTENANCE and CALL BACK PAY will be paid for at the contract unit prices for the bid items.

Pre-Maintenance Meeting

Prior to starting any work on a Contract, a meeting may be called by the CCI, or their representative, to discuss Contract provisions. The Contractor's designated supervisor shall be identified at this meeting. Contact personnel and phone numbers will also be identified at this time. Reports (forms provided by MDOT) shall be distributed and discussed during this meeting.

Subcontracting and Prime Contractor Responsibilities

No Subcontractor may be assigned to the Contract without prior approval of DTMB – Purchasing Operations.

The Prime Contractor will be required to assume responsibility for all contractual activities offered in this proposal whether or not the Contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract. Should the Contractor use Subcontractors to perform part of the work, the Contractor remains fully responsible for completion of the work in accordance with the Contract as if no portion of it had been Subcontracted. **Subcontracted work is limited to the lawn maintenance, lawn aeration and/or spring and fall cleanup bid items only.** Any changes in Subcontractors may only be made with PRIOR APPROVAL from the DTMB – Purchasing Operations. The Contractor shall submit a list naming all Subcontractors, including firm name, the name of the supervisor, address and complete description of work they will perform under the Contract within 10 days of the notification of award.

The State reserve the right to approve or reject any or all Subcontractors for this project and to require the Prime Contractor to replace Subcontractors found to be unacceptable or it is determined that they cannot meet the requirements of the Contract. **The Contractor is totally responsible for adherence by the Subcontractor to all provisions of the Contract.**

Contractor Status
The Contractor and his/her employees, at all times, shall be considered as an independent Contractor and not as MDOT/State employees. As an independent Contractor, the Contractor's payment under the Contract shall not be subject to any withholding for tax, social security, or other purposes; nor, shall the Contractor or his/her employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, or unemployment compensation or the like from MDOT/CRC/State.

The Contractor shall exercise all supervisory control and general control over all day-to-day operations of his/her employees including control over all workers' duties. The Contractor shall also be responsible for payment of all wages to employees, taxes and fringe benefits, and shall discipline employees, as needed, including firing and hiring.

Default
Non-Acceptable conditions: Should an inspection by the State reveal that the Contractor's work results in any non-acceptable maintenance conditions:

- MDOT, at the time of the first circumstance, shall call for a meeting with the Contractor to review the condition.
- Should a second non-acceptable condition develop, a second meeting will be held. A letter of warning will follow.
- Should a third non-acceptable condition develop, a written notice of termination will be sent to the Contractor from Purchasing Operations.
- In the event of such termination, the State may deem appropriate to perform services similar to those so terminated. The Contractor shall be liable to the State for any excess costs for such services. The Contractor shall not be liable for any increased cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

Contract Changes and/or Contract Modifications
The State reserves the right to modify janitorial and/or grounds maintenance/lawn care services during the course of this contract. Such modifications may include changing the location to be serviced, size of cleaning area, number of hours and/or days service is to be performed, as well as changes in frequency of performance of any listed tasks and/or addition or deletion of tasks to be performed, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases.

IN THE EVENT PRICES ARE NOT MUTUALLY AGREEABLE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.
Price adjustments due to any of the foregoing changes shall be based on a pro-rata basis based on this bid/contract. Prices for extra work requested during this contract, which are not part of this contract, will be negotiated prior to the time of occurrence.

Changes of any nature after contract award, which reflect an increase or decrease in requirements of cost shall require a written advice of change to be

issued by DTMB-Purchasing Operations. SUCH CHANGES, IF PERFORMED IN ADVANCE OF THE STATE'S APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.

Laws, Ordinances and Regulations
The Contractor shall keep himself/herself fully informed and shall comply with all local, state, and federal laws, ordinances, and regulations.

Permits and Licenses
Any permits, licenses, certificates, or fees required for the performance of the work, shall be obtained and paid for by the Contractor.

Industry Rules and Codes
All work shall be done in compliance with the applicable rules of the industry which shall be considered as included on these specifications, shall comply with all local and state codes, and be approved by the State prior to use.

Protection of Property
The Contractor shall be responsible for protecting and preserving, from damage, to any and all facilities, public and private, which are adjacent to the areas where work is being performed.

Use of Property
The Contractor and/or individual employees DO NOT have the authority to permit any use of the facility. The Contractor and/or employee shall report any activity of which they were not previously aware to the CCI as soon as possible.

Time and Progress
It is understood and agreed that TIME IS OF THE ESSENCE in respect to the work contemplated herein, and the Contractor agrees to do the work covered by the Contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence so as to complete any work required under the contract within the shortest reasonable periods of time.

Equipment and Materials, Inspection
The CCI shall have the right to inspect all equipment and materials, which is to be used in carrying out the terms of the Contract. Any such equipment or materials, which do not comply with local, state and federal codes, or with the Contract, may be rejected.

Property/Equipment Damage Report
In all instances where state property or equipment is damaged, the Contractor shall first notify the CCI immediately and then submit a full report of the facts and extend of damage in writing within 24 hours.

Accidents
Any accident on the premises shall be reported immediately to the appropriate MDOT CCI. Regular and emergency phone numbers will be provided at the pre-maintenance meeting.

Time Clock
The Contractor will insure by phone, cell phone, or other documentation device as approved by the CCI, that employees are on duty each morning. All contractor employees must log in/out each day. The documentation method, or

other approved devices, shall be kept in accurate working order for the duration of the Contract.

First Aid Kits
First Aid kits shall be provided for the attendants' use by the Contractor. At a minimum, the kits shall contain: 16 individually wrapped packaged adhesive bandages, two rolls of adhesive tape, 3" x 3" gauze pads, 10 antiseptic wipes, burn cream, first aid cream, one triangular bandage, aspirin or acetaminophen, scissors and tweezers. This kit shall be in an impact resistant case, and easily accessible to the attendants.

Contractor General Responsibilities and Requirements
The Contractor shall be responsible for the satisfactory, and complete, execution of the work in accordance with the intent of the specifications. The Contractor shall provide, without extra charge, all incidental items required as a part of the work even though not specified or indicated.

The Contractor will pay a minimum wage for each attendant employee of $16.50 per hour.

No advertising depicting the Contractor's business may be displayed at the rest area.

The Contractor shall coordinate his/her operations with other Contractors, MDOT operations and/or permitted activities. The Contractor shall not give keys to individuals other than his/her employees.

No Contractor's vehicle will be allowed on sidewalk and lawn areas. Parking area will be designated by MDOT.

No televisions, equipment that play DVD's or VCR's, tablets, full size refrigerators, beds/cots, couches or lazy boy type chairs and storage of more food items than will be eaten that day will be allowed at the rest area.

Cell phones will be the common communication form between M.D.O.T. / County and lead personnel for the contractor on a day-to-day basis. Contractor will maintain attendants cell phone numbers and utilize cell phones for time / attendance and no-show situations.

Contractor's employees shall be able to understand and speak the English language.

Contractor to furnish:

- Dumpsters suitable for weekly refuse containment.
- All maintenance equipment necessary to carry out the requirements of the Contract.
- Adequate and proper training for all employees.

In emergencies affecting the safety of persons, the work or property at the site, or adjacent thereto, the Contractor, without instruction or authorization from the CCI, is obligated to act at his/her discretion, to prevent threatened damage, injury or loss. He/she shall contact the CCI immediately of any significant changes in the work or deviations from the Contract documents caused thereby.

Any requests for information by any news media organization (newspapers, TV stations, radio, etc.) shall immediately be directed to the CCI. The Contractor and/or his/her employees shall not speak on behalf of MDOT.

The Contractor's responsibility is to not damage MDOT property and to use only such materials and treatments that will enhance the appearance of the Rest Area.

All supplies, used by the public and materials necessary for cleaning, purchased must meet specifications outlined in the "Approved Material List".

Legal disposal of all refuse and associated costs are the Contractor's responsibility. Proof of proper disposal (receipts, bills) shall be provided upon CCI's request. No bagged refuse shall be stored on site unless contained in a dumpster. Onsite refuse storage shall be limited to one 10 yard dumpster unless otherwise approved by the CCI. Dumpster will be located as specified by the CCI.

Materials and Supplies:
The Contractor shall be required to submit a complete list, at the pre-maintenance meeting, of the name and product number, of all supplies to be used in fulfilling the Contract. MDOT reserves the right to accept or reject these items. An acceptable substitute must be immediately furnished for any rejected item. A current Material Safety Data Sheet (MSDS) for each product must be kept in a notebook at the rest area at all times as required by OSHA's Hazard Communication Standard, 29 CFR 1910.1200

Flammable Liquids:
The maximum amount of gasoline allowed to be stored at a rest area is five U.S. gallons. Gasoline must be
stored in an approved galvanized steel, safety gas can. Fueling of equipment is not allowed in the Rest Area building. All fueling must take place outdoors. Storage of flammable and combustible liquids must meet the requirements of the Michigan Occupational Safety and Health Administration (MIOSHA), General Safety and Health Standard, Part 75 Flammable & Combustible Liquids,,R408.17501(d)(5)(iii) Office occupancies. Storage of flammable material must conform to these requirements. The fuel container and snowblower can be kept in the rest area if the above regulations are followed.

Material Storage:
No more than a two week supply of any material shall be stored at each Rest Area at any time of the year. The De-icing Chemical may not be stored within the rest area prior to November 1 and any remaining quantities must be removed by May 1 each year.
All De-icing Chemical must be stored on a wood pallet, not directly on the concrete floor in the rest area utility room. De-icing Chemical must be loaded into spreader out doors, not within the building.
If the rest area has a separate storage building/shed on the premise, all De-icing Chemical, snow removal equipment and up to five (5) U.S. gallons of gasoline shall be stored within it as directed by MDOT. These items may not be stored within the rest area building where there is separate storage buildings/shed. No other equipment, supplies or trash shall be stored in the storage building/shed.

Contractor shall supply MDOT with quantities of each material used at the end of each Contract year.

Report any vandalism, illegal dumping and any non-pickup to the CCI.

The Contractor shall provide the CCI with an up to date master list of all employees working at the Rest Area. The list shall include the supervisor's name and telephone numbers where they can be reached 24 hours a day.

MDOT General Responsibilities
MDOT is responsible for the general maintenance of their facilities and all other maintenance not specifically required of the Contractor under the Contract.

Maintenance performed by MDOT:

- Water conditioning equipment
- Building structures or shelters
- Trees and shrubs, placing and planting, trimming and removal
- Heating and plumbing systems, unless specified as the Contractor's minor maintenance
- Fences
- Lagoons, tile fields and septic tanks
- Electrical equipment
- Utility bills, except utility room phone

Inspection for compliance:
Inspection may occur anytime during the Contract. The CCI, or his/her representative, may inspect periodically on weekends and during holiday periods.

Errors and Omissions
The Contractor shall not take advantage of any apparent error or omission in these specifications or other Contract documents, and if any inconsistency, omission or conflict is discovered in the specifications or other Contract documents, or if in any place the meaning of the specifications or other Contract documents, is obscure, or uncertain, or in dispute, the MDOT CCI will decide as to the true intent.

Supervision, Employee Qualification and Training
Supervision: The Contractor shall designate a qualified supervisor or superintendent, in writing, as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present at each site a minimum of three (3) times per week, to perform adequate supervision and coordination of the work. The supervisor must document all time spent at each facility by logging into/logging out on the time clock or other approved device. The supervisor must document the condition of each facility on the Rest Area Maintenance Inspection Report (Form 0464) each time they are at each rest area. The form shall be submitted to MDOT as directed by the CCI. The Contractor shall be responsible for the quality and standards of workmanship completed under the Contract, including the work of the all subcontractors.

Qualifications of the Contractor's Employees: The Contractor shall provide employees in performing the services required herein. The inability by the

Contractor to maintain a regular and consistent work force may result in default of Contract.

The Contractor shall, at all times, be responsible for the **appearance, conduct and discipline** of his/her employees and/or any Subcontractor, or persons, employed by Subcontractors. All workers shall have sufficient knowledge, skill and experience to properly perform the work assigned to them. Any foreman or worker employed by the Contractor or Subcontractor, who, in the opinion of the CCI does not perform his/her work in a skilled manner, appears to be incompetent, or acts in a disorderly or intemperate manner, may be removed immediately at the written request of the CCI. Failure by the Contractor to respond appropriately to complaints regarding appearance, conduct and discipline of his/her employees will be considered a non-acceptable maintenance condition and default procedures may be initiated accordingly.

Payment

The Contractor shall present a monthly invoice to the County address identified herein for services rendered. The billing shall be at the Contracted price as outlined in the Contract. The billing shall contain, if applicable, any deductions for non-conformance with contract requirements as well as any adjustments for approved additions, deletions or changes in services. Unaltered documentation, verifying hours worked, shall be submitted with each invoice in order to receive payment. MDOT / County will pay the billed amount monthly. MDOT / County shall remit net 30 days upon receipt of invoice.

Service Review

MDOT may request an audit of the services provided under the terms of the Contract. The audit will be a joint activity of the Using Agency and DTMB.

An unsatisfactory audit may result in cancellation of the Contract under terms of the Cancellation Clause in the Contract. Further, should the Contract be cancelled for cause, the Contractor so cancelled will not be allowed to participate in request(s) for continuation of this service.

The audit will consist of an evaluation of the total service quality, including responsiveness, timeliness of required reporting, and any other specifics as required under the terms of the Contract. The results of the audit along with Contract recommendations will be published by Purchasing Operations and distributed to the Using Agency and the Contractor(s).

Should the Contractor desire, a meeting will be arranged between all concerned parties within 10 calendar days of the date the Contractor received, or could have reasonably been expected to receive, their copy of the audit. This meeting will provide an opportunity for the Contractor to present his/her reactions to audit recommendations.

Right to Know Act (ACT 80 of 1986)

The “Right to Know Act” is intended to provide protection and information to employees who encounter hazardous substances at the workplace. To comply with this act, it is necessary that the contractor provide required training to their employees and fulfill the following:

Labels

Labels on all incoming containers of hazardous chemicals must (1) clearly state the identity of the contents,

(2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer or other responsible party.

Responsibility of Service Contractor
A service Contractor must comply with the requirements of Act 80 of 1986 with respect to the labeling of hazardous chemicals and the provision of Safety Data Sheets before such materials are introduced into the workplaces of a contracted service agency. Otherwise, such materials will not be allowed on the premises.

Safety Data Sheets (SDS)
All required Safety Data Sheets must be presented to the appropriate state building supervisors' prior to the introduction of such substances into buildings that house agencies of the State of Michigan. It is recommended that the format of OSHA Form 174, dated September 1985, be used as a standard for SDS.

Orientation and Training (Rest Area Only)
All Contractor supervisor personnel may be required to attend an initial one-day workshop on rest room cleaning and sanitation as provided by MDOT upon award of the contract.

The Contractor is responsible for training all attendants and replacements prior to, or as part of, their initial work assignment. Attendants shall be properly trained to perform the required duties as specified in the contract. Attendants must be familiar with which cleaning product(s) is/are to be used for each specific task.
The Contractor is responsible for certifying in writing to the CCI within 10 days, that all new attendants have been properly trained.

At the discretion of MDOT, rest area attendants and/or supervisors shall attend an annual one-day janitorial refresher course provided by MDOT.

If travel is involved, trainee's food, lodging and travel expenses will be the responsibility of the Contractor.

Temporary Facility Closing
It is not the intent of MDOT to close a rest area for other than emergency and/or reconstruction reasons unless specifically noted in this document. If necessary, and upon approval of the CCI, the Contractor may be instructed to temporarily close the rest area for adverse weather conditions, mechanical failure or other emergency situations. If instructed to close the Rest Area, the Contractor will lock the doors and place the temporary "Building Closed" sign(s) in the lobby window(s), clearly visible to the public. If the facility is closed, the Contract shall be suspended until the facility is reopened. The Contractor shall be paid for all full days or partial days worked.

Call Back Pay
If an unexpected closing is required outside the regular and holiday hours of coverage, M.D.O.T. or the County may offer the contractor first opportunity to close the Rest Area by locking the doors and putting up closed signage. This will be billed at the single call back rate.

Use of Herbicides
The use of herbicides by the Contractor is **NOT** allowed on the Contract.

Payment
Payment for all labor, equipment and materials required to satisfactorily complete the work described herein shall be incidental to the Contract unit price REST AREA JANITORIAL AND GROUNDS MAINTENANCE.

Rest Area Building Janitorial Specifications
This specification is for the routine maintenance of the Rest Area building(s).

Employee Requirements

i) Uniform
   (1) Contractor will require all employees' appearance to be clean, serviceable and neat. All employees are required to wear a uniform consisting of matching or color coordinated, shirt and slack. Uniforms will have the company name permanently affixed on the uniform.
   (2) Identification badges provided by MDOT shall be worn by all employees, at all times, when working within Rest Area buildings and grounds.
   (3) Class II Safety Vest shall be worn when working outside of the rest area building.

Prohibited activities

ii) Perform personal chores for anyone.
iii) Smoke while performing job duties
iv) Read newspapers, magazines, books or other matter other than State or contractor issued directives.
v) Use personal electronic devices these include but are not limited to: Smart phones, music/media players, gaming devices, tablets, laptop computers
vi) Have pets at work
vii) Consume alcoholic beverages or narcotics or be under their influence when reporting for or while on duty
viii) Have relatives or personal visitors
ix) Sleep or give the appearance thereof
x) Consume food or beverages in public view

Contractor Responsibilities and Requirements
The Contractor is expected to perform the following minor maintenance:

1. Replace burned out light bulbs in all light fixtures. <u>When fluorescent bulbs are</u> <u>replaced. ALL bulbs in the same fixture shall be replaced</u>. The correct method for changing light bulbs will be demonstrated by the CCI or his representative. <u>Metal halide and fluorescent and compact fluorescent bulbs</u> are not to be thrown in the dumpster, but should be stored safely on site. Notify the CCI for removal of used bulbs.

2. Tighten loose screws in partition doors, door closures, etc.

3. Plunge plugged toilets and urinals or rod if necessary.

4. Clean and maintain flush valves on toilets and urinals as directed by the CCI. MDOT personnel will provide training for this maintenance procedure.

If minor maintenance does not fix the problem, turn off water supply to fixtures, electric supply to dryers, lights or heaters, place temporary "out of order" sign on stall and notify the CCI immediately. The CCI may give further instructions for temporary closing part or all of the rest area.

Any rest area damage that requires more than minor maintenance, the Contractor shall notify the CCI.

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

Identification badges provided by MDOT shall be worn by all employees, at all times, when working within Rest Area buildings and grounds.

The door to the janitorial/supply/attendant room shall remain open at all times when the Contractor is on duty and inside the facility. All doors to secure areas shall be closed and locked when the Contractor is off duty or is not inside the facility.

All equipment malfunctions and any material spills within the building, parking lots and rest area grounds, shall be reported immediately to the CCI.

Class II Safety Vest shall be worn when working outside of the rest area building.

MDOT Responsibilities

Contractor will be furnished with:

1. Keys to the building(s), which must be returned to the CCI when the Contract is completed. MDOT will withhold final payment until all keys are returned. If not returned, MDOT will change all locks and deduct the cost thereof from the Contractor's final payment. Keys must **not** be duplicated. Contact the CCI if additional keys are needed. If the Contractor needs to change the keys/locks, for any reason, during the Contract period, prior approval must first be obtained from MDOT. All lock changes will be at the contractor's expense.

2. Applicable MDOT forms for reporting purposes:
   a. Water Use and Phosphate/Chlorination Operation Report (Form
   b. Rest Area Incident Report (Form 0468)
   c. Rest Area Maintenance Inspection Report (Form 0464)
   d. Coffee Break Forms

3. Identification badges

4. Phone numbers of MDOT contact personnel.

Major repairs:

1. Major building repairs and replacement of fixtures will be done by MDOT as required, unless specified as the Contractor's responsibility.

2. Contractor must contact the CCI immediately for necessary repairs and replacements, or of any warning lights in the maintenance room or outside on rest area grounds.

Work Schedule

THE CONTRACTOR SHALL provide adequate staffing to meet the expected outcome targets requirement of the contract between the hours of 7:00 am and 5:30 pm. Each day.

There are three holiday periods that require additional hours of coverage from 7:00 am to 7:30 pm, and additional staffing with both male and female attendants. Typically, additional holiday coverage shall be the day before and the day of for N.B. RA's and the day of and the day after for S.B. RA's. These hours and the dates listed below may be modified by the CCI for N.B. and S.B. RA's for traffic or other unforeseen accommodations. These holidays are Memorial Day, Independence Day and Labor Day.

2027 May 31 - July 4, and September 6
2028 May 29 - July 4, and September 4
2029 May 28 - July 4, and September 3
2030 May 27 - July 4, and September 2
2031 May 26 - July 4, and September 1

The additional hours of coverage that are required for these holiday periods are outlined herein. No additional compensation will be provided. Coverage costs for these periods are to be included in the Contract bid unit price.

THE FOLLOWING LIST OF DUTIES SHALL ALSO BE POSTED IN THE MAINTENANCE ROOM

A. Restrooms - Daily

1. Primary cleaning, specified in the following shall be completed. **(Snow and ice removal shall be the first priority after replenishing supplies)**.

    a. Close off washroom and place closed sign in front of door while cleaning, if necessary. Restroom shall be closed a maximum of 20 minutes in rest areas which only have one men's and women's bathrooms. All restrooms shall remain open except for cleaning.
    b. Perform cleaning survey of all areas - note problems with lights, faucet leaks, flush valves, floor tiles, drains, etc. Fill out condition report.
    c. Replenish supplies (toilet tissue, hand soap, etc.). Do not dilute hand soap with water.
    d. Clean and disinfect door, door pulls, window, kick plates, etc.
    e. Sanitary napkin receptacle - remove bag, disinfect container and install new bag.
    f. Disinfect outside of toilets, top and bottom of seats, and flush valves. **Do not use acid bowl cleaner.**
    g. Punch water out of toilet traps.
    h. Apply acid bowl cleaner to johnny mop and clean inside of toilet bowl. Pay special attention to under the rim of the bowl.
    i. Disinfect outside of urinals and flush valves. **Do not use acid bowl cleaner.**
    j. Apply acid bowl cleaner to johnny mop and clean inside of urinal bowl. **Do not use on waterless Urinals**

k. Apply properly diluted specified cleaner to waterless urinal by misting onto the urinal surface and wiping away with a rag or sponge. Never apply cleaner directly to cartridge. Do not pour water or other liquid into the urinals.
l. Clean mirrors.
m. Clean and disinfect sinks, countertops, fixtures and front of vanity.
n. Wipe disinfectant from toilets, seats, flush valves and urinals.
o. Spot clean walls, ceilings and partitions - remove graffiti.
p. Pick up trash and sweep floor.
q. Empty rest room garbage cans.
r. Mop floors using liquid detergent disinfectant.
s. Place floor dryers as needed to dry floor prior to re-opening rest room
t. Report needed repairs to MDOT contact person.
u. A 14-day supply of supplies shall be on hand in the storage room at all times. Do not store additional supplies in storage room beyond the 14-day supply needs.

2. Spot clean and check condition of supplies throughout the day. Repeat any primary cleaning specifications necessary.

a. Clean and sanitize all china fixtures.
b. Refill toilet tissue dispensers.
c. Wash walls around sinks and hand dryers.
d. Sweep floors and spot mop as needed.
e. Remove writing from walls and stall partitions.
f. Check grounds and walks and spot clean as needed.

B. Restrooms - <u>Weekly</u>
1. Disinfect and clean entire walls and partitions.
2. Remove and clean plastic light fixture covers with soap and water.
3. Clean window screens as needed.

C. Restrooms - <u>Monthly</u>
1. Scrub tile floors using 175 r.p.m. rotary floor machine, 15" dia. brush spread with 15", dia. "ZIM-GRIT" - Green ZZ scrubber pad or approved alternate.

<u>Procedure</u>:
a. Close restroom - sign properly displayed.
b. Sweep area thoroughly; remove gum or sticky substances with putty knife.
c. Fill bucket with <u>carefully measured</u> 20-36% E.P.A. registered phosphoric acid - base solution.
d. Place wet floor signs in area.
e. Liberally apply cleaning solution to floor with wet-mop.
f. Allow solution to dwell five minutes.
g. Scrub floor with 175 r.p.m. rotary floor machine with zim-grit scrub pad or approved alternate.
h. Scrub corners and areas machine will not reach with manual swivel scrub brush.
i. Pickup scrubbing solution with wet mop.
j. Empty bucket - refill with clean rinse water.
k. Rinse floor and corners thoroughly - change water often.
l. Pickup rinse water with dry mop.

m. Dry-mop, allow to dry, remove wet floor signs.

2. Wash restroom walls, partitions, toilets and urinals with portable pump-up sprayer **(Do not use power washer)**.

   Procedure:
   a. Close restroom.
   b. Remove all paper products.
   c. Trip the circuit to hand dryers, and electrical outlets.
   d. Cover all hand dryers, and electrical outlets with plastic duct tape.
   e. Wear gloves and eye protection.
   f. Prepare detergent-disinfectant solution according to manufacturers directions.
   g. Apply cleaning solution to walls and partitions. **(DO NOT SPRAY CEILING)**.
   h. Wash toilets, urinals, flush valves.
   i. Allow solution to dwell 10 minutes.
   j. Rinse thoroughly with clean, warm water.
   k. Wipe down walls, toilets, and urinals with clean cloth.
   l. Dry mop floor.
   m. Turn all electrical circuits back on.

3. Clean drains with approved disinfectant.
4. Completely clean ceiling vent covers.
5. Turn off ceiling heaters (if present) and clean panels.

D. Lobby and Entrance Ways - Daily
1. Empty trash receptacles, clean and disinfect inside and outside of all waste receptacles presenting a soiled or odorous condition.
2. Replace receptacle liners when torn or soiled.
3. Sweep and mop lobby and entrance floor with detergent disinfectant - proper signing necessary.
4. Vacuum entryway floor mats.
5. Clean ash receptacles - remove cigarette butts from containers.
6. Clean and disinfect drinking fountains.
7. Pick up litter, papers, etc.
8. Wash map cases with mild soap and water (inside and outside surfaces) - do not use harsh chemicals or abrasive materials on plastic display windows, including map and display cases mounted on the outside of the building.
9. Wash windows/doors that are accessible to public.
10. Spot clean ceilings.

E. Lobby and Entrance Ways - Monthly
1. Wash all windows including upper level truss windows with squeegee (where applicable).
2. Clean ceiling and beams/trusses.
3. Turn off ceiling heaters, if present, and clean.

F. Entrance Ways, Sidewalks and Picnic Tables - Monthly (April - October)
1. Powerwash entrance ways and sidewalk from building entrance to parking lot. Remove gum by spraying with an aerosol gum remover.
2. Powerwash all plastic picnic table tops, seats, and concrete slabs throughout rest area grounds.

G. Storage Areas - Daily
   1. Pick up litter; keep storage area neat and tidy.
   2. Record water use and phosphate/chlorination operation report, rest area incident report and coffee break forms.
   3. Dispose of used, empty cleaning bottles.
   4. Visual inspection of all equipment (water heaters, pipes, furnace, etc.) for possible leaks.

H. Storage Areas - Weekly
   - Sweep, mop floor and wipe equipment.

I. Storage Areas - Monthly
   - Clean drains with approved disinfectant cleaner.

NOTE: A personal eye wash bottle must be readily available at all times when using cleaning products

Payment
Payment for the completed work shall be included in the Contract unit price for all labor, equipment and materials required to satisfactorily complete the work described herein.

Approved Materials – Refer to MDOT Approved Materials List in this document.

General Grounds / Lawn Care and Flower Bed Specifications
This specification is for Rest Area general grounds/lawn care maintenance, flower bed preparation, planting and includes, but is not limited to, lawn mowing and trimming, edging and removal of clippings and other lawn debris.

Turf Conditions
Mowing outcome target grass height will not exceed 6 inches or be less than 3 inches.

Pre-Mowing Meeting
Prior to the beginning of each mowing season, the Contractor and the CCI may review the grounds to identify any existing damages to landscape items.

Damages
The Contractor will be held liable for all damage done, as a result of his/her operation, to fixed objects such as signs, posts, buildings, sprinkling system and all vegetation including turf, trees, shrubs, flower beds and desirable natural growth. Damage shall include among other things; skinning, scraping, breaking of tree limbs or gouging of trees or shrubs and rutting, scalping or tearing turf.

Costs associated with damages caused by the Contractor to plant material will be assessed based on current Michigan Forestry and Park Association's Michigan Tree Evaluation Guidelines.

The Contractor, as herein specified, shall make all turf damage repairs. Seed shall meet purity and germination requirements as specified by the CCI, and shall be a mixture of 30% perennial ryegrass, 45% Kentucky bluegrass and

25% fine fescue. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to seeding. Seeding will only be allowed from April 15 through May 31, and August 15 through September 30, unless otherwise directed by the CCI. All other property damage will be assessed for actual replacement costs including labor, materials, and equipment.

The Contractor will be billed for all costs related to the damages caused by his/her operation or be required to repair the damages as directed by the CCI.

Coordination with Other Activities
The Contractor shall use discretion when mowing near the public. The lawn maintenance cycle shall begin on vacated grounds first and then continue so as not to inconvenience the visitors. The safety of visitors shall not be jeopardized in order to complete the cycle.

Landscaping, weed spray, fertilization or other work performed by MDOT, Contract agencies or other Contractor may occur during the life of the Contract, therefore, the Contractor shall coordinate operations with other activities as directed by the CCI.

Equipment
The Contractor shall furnish all equipment and necessary supplies to do the work, including, but not limited to:

a. Gas powered mowers
b. Gas powered edging machines
c. Gas powered string trimmers
d. Gas powered portable blowers
e. Brooms, leaf rakes and other hand tools as needed

The Contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform all tasks in an acceptable manner. The equipment furnished by the Contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times. Equipment that, in any way, pulls or rips grass, or damages the turf, shall not be allowed to operate under this specification. All equipment will be of such a type so that the height of cut can be adjusted to three inches.

Under no circumstances shall MDOT be responsible for any theft, vandalism or damage to the Contractor’s equipment.

The Contractor's equipment WILL NOT be stored on MDOT property for any reason. If poor weather forces delays and the Contractor does not finish a lawn maintenance cycle in one working day, the equipment shall be removed from MDOT property until such time as the weather permits completing the cycle.

Lawn Maintenance Cycle
The lawn maintenance cycle includes: grass mowing, trimming and edging, proper removal/disposal of lawn litter, including trash, and landscape debris such as leaves, sticks, grass clippings and organic debris by the Contractor according to the following specification.

A lawn maintenance cycle shall not be done on Saturdays, Sundays or holidays unless approved in advance by the CCI or their representative.

All clippings, edging debris, leaves and other debris shall be removed from the site and disposed of properly at the Contractor's expense, and shall not be disposed of on MDOT property.

Mowing
Maps showing APPROXIMATE areas to be mowed may be provided at the pre-bid meeting and mowing areas should be confirmed during pre-bid site visit.

Grass shall be mowed when it reaches an average height of six inches, to an average height of three inches. At no time shall more than 50% of the grass blade length be cut in one cycle. The initial mowing at the beginning of the mowing season may require an additional cycle. Mowing of Drain fields shall take place in June and August or as required. Approximately 2x per year.

GRASS SHALL NOT BE MOWED WHEN WET. Grass shall not be mowed during drought conditions, when grass is not growing, unless directed and approved by the CCI.

Clippings shall be removed, if visible, after mowing.

All clippings shall be removed from all sidewalks, concrete picnic table pads, parking areas and flower and shrub beds.

The Contractor is responsible for keeping shredded bark material confined to the original mulched areas.

Limbs and debris shall be removed from the mowing area. Debris shall include any litter in the mowing area. Debris must be removed prior to mowing.

Grass Trimming
Trim grass around all fixed objects and trees at every mowing. Extreme care shall be used to prevent injury to MDOT fixed objects and trees. Contractor will be liable for damages as determined by the CCI.

Edging
Edge along all walks and curb areas with a motorized edger every second mowing. Edging shall be no wider than one inch from edge of sidewalk/curb to lawn surface. All edging debris shall be removed from the site. Edger shall be used, string trimmer are not to be used for edging.

Mulching (Deleted)

Lawn Aeration (Deleted)

Spring and Fall Clean Up
Prior to the first mowing of the season, and after the last mowing, the Contractor shall rake all leaves, sticks, trash, and other debris from the lawn and dispose of at his/her own expense.

Herbicides
The use of herbicides by the Contractor for any work task included in the Contract is strictly prohibited.

Payment

The completed work will be paid for at the Contract unit price for each item and paid in full for all labor, equipment and materials required to satisfactorily complete the work as described herein.

THE FOLLOWING LIST OF DUTIES SHALL ALSO BE POSTED IN THE MAINTENANCE ROOM

Work Schedule (items to be performed at a minimum):

A. Grounds - Daily
   1. Pick up paper, cigarette butts and litter, including animal droppings.
   2. Clean picnic tables, stoves and park benches.
   3. Water and maintain flowerbeds, or as needed, as described below.
   4. Empty trash containers and replace liners. Disinfect barrels if soiled.
   5. Clean sidewalks as needed for snow and ice removal. Apply deicer chemicals **after snow removal is complete.** All walks must be kept free of snow and ice the full width at all times. Contractor is responsible for removing any snow left between the parking area (curbside) and the sidewalk. All curb cuts must be kept clear of snow and ice. This will be done as often as needed.
   6. Sweep sidewalks when snow is not present. Sweep excess salt from sidewalk after it is clear and dry.
   7. Patrol parking lots for debris and dispose of properly. Sweep curb.
   8. Clean cigarette snuffers.
   9. Wash map cases and display cases located on the plaza with mild soap and water (inside and outside), do not use harsh chemicals or abrasive materials on plastic windows.

B. Grounds - Weekly
   1. Water any new landscape plantings as requested by CCI.
   2. Maintain and weed landscaped beds, flowerbeds and wood chipped areas. All described areas to be kept neat and weed free. Keep sidewalks clean and weed free. Weeds must be hand pulled.

Annual Flowers (If Applicable) Deleted

MAINTENANCE, REPAIR & OPERATIONS (MRO)
JANITORIAL / GROUNDS MAINTENANCE SERVICES for
REST AREAS

CONTRACT # Cadillac Rest Area

LOCATION SPECIFICATION SHEET (LSS)

Consideration for award will be based on Work Plan/Price Quotation in accordance with the specifications, terms and conditions as stated within this solicitation.

PART I – PLACE OF SERVICES REQUESTED

LOCATION: TRAVERSE CITY TSC REST AREAS

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	5/1/2027	***CONTRACT END DATE:***	4/30/2030
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Three (3) Year Contract with Two (2) one year renewal options		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	Cadillac Rest Area #306		
BUILDING ADDRESS:	See pricing sheet summary below		
REGION / COUNTY:	North / Wexford		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*MDOT*		
PROCUREMENT OFFICE CONTACT NAME:		***CONTACT PHONE #:***	
PROCUREMENT OFFICE CONTACT E-MAIL:		***CONTACT FAX #:***	
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Robert Ciupka*	***CONTACT PHONE #:***	*231.420.3345*
CCI / FM CONTACT E-MAIL:	*Ciupkar@michigan.gov*	***CONTACT FAX #:***	

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*N/A*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*Monday - Sunday*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*7:00a-5:30p (Holidays by CCI)*

PART II – PRICING SHEET SUMMARY

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Cadillac Rest Area Janitorial and Grounds Maintenance US-131(NB)	Month	12 Months		
☑	Cadillac Call Back Pay	Each	10		
				YEAR TOTAL:	
3 YEAR TOTAL:					

MDOT APPROVED MATERIALS LIST
For REST AREAS

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

MATERIAL	TYPICAL USE	MATERIAL SPECIFICATIONS	ESTIMATED QUANTITY
Toilet Paper	Jumbo Junior Toilet Paper Containers	Toilet tissue dispenser roll, single-ply white, non-perforated, 3 3/4" wide, 3" core, 2000'/roll, 12/rolls per case	260 Cases
	Regular Toilet Paper Containers	Toilet Tissue Rolls, bleached, 2 ply wrapped 4 ½" x 4 ½" 100 sheets/roll, 96 rolls/case	
Liquid Hand Soap	All automatic soap dispensers	Soap must be 1600ml in size, designed for the automatic soap dispensers manufactured by Technical Concepts.	225 Gallons
Plastic Bag Barrel Liners (55gal)	All large trash barrels	55 gal. Capacity, minimum size 36" x 60", mil thickness .16	3450 Bags
MATERIAL *(Con't.)*	**TYPICAL USE**	**MATERIAL SPECIFICATIONS**	**ESTIMATED QUANTITY**
Plastic Bag Barrel Liners (33gal)	Trash Cans	33 gal. Capacity, minimum size 33" x 40", mil thickness .43	1800 Bags
Sanitary Napkin Disposal Bag	Sanitary Napkin Receptacles	Approved dispenser liner that fits properly	3000 Bags
Glass Cleaner	All glass and mirrored surfaces	Liquid spray, formula designed or cleaning glass and mirrors, non-abrasive	45 Gallons
Toilet Bowl and Urinal Cleaner	To disinfect inside of urinals, bowls, flushing cavities	E.P.A. Approved HCl acid base bowl cleaner (10% maximum HCL)	260 Gallons
Water free Urinal Cleaner	To disinfect water free urinal bowl	Use a Sloan approved non-acid based mild disinfectant cleaner	37 Gallons

Rotary Floor Machine – Liquid Cleaner	To clean tile floors once per month	E.P.A. Approved 20-36% phosphoric acid base cleaner	12 Gallons
Liquid Detergent – Synthetic Disinfectant	To clean, disinfect tile floor, walls, partitions, sink tops, sinks, outside of toilets, urinals, toilet seats, and sanitary napkin disposal containers	E.P.A. Registered disinfectant, detergent shall be quaternary ammonium compounds	72 Gallons
Stainless Steel Cleaner	To clean metal surfaces	Safe for metals, non-scouring product	3 Gallons
De-icing Chemical	To use on sidewalks and entrances for ice removal	Calcium Chloride or product approved by MDOT designated representative	500 Pounds
Marker/Vandal Remover	To remove crayon, pen, marker, ink, paint and pencil marks	Must be safe for use on hard surfaces such as painted walls, brick, tile and laminates	8 Cans
Protective Gloves	To be used when cleaning facility	Quality disposable gloves (Latex or Nitrile)	1000 Pair
Personal Eye Wash	To be readily available and accessible when using cleaning products	23-oz. Polyethylene eye wash bottle	2 Bottles

Wet Floor Signs	To be placed in areas being cleaned when needed	Approved plastic yellow folding signs	3 Signs
Cotton Mops	To mop tile flooring	Cotton blend, banded loop (min. 2)	24
Mop Handle	To be used with Cotton Mops	Plastic grips or speed change heads	2
Scrub Pads	To be used to manually scrub areas not easily accessible by Rotary Floor Machine	Swivel head must fit on standard threaded wood handle with bristle made of DuPont "Tynex A"	2
Handles	To hold Scrub Pad	Standard thread, wood	1
Mop Bucket & Wringer	To hold solution and Drain Mop	Bucket must be on rollers, wringer must match bucket and mop size	2
Floor Squeegees	To push excess liquid into floor drains	24" minimum width, rubber tipped	2
Broom	To sweep dirt and debris from floor	Heavy duty push broom, 24" minimum width, for interior hard floor surfaces	5
Window Squeegees and Extension	To clean windows	Squeegee designed for window washing with extension as needed	2
Toilet Bowl Mop	To clean inside toilet bowl and urinals	Cotton or synthetic mop – no brushes	24
MATERIAL *(Con't.)*	**TYPICAL USE**	**MATERIAL SPECIFICATIONS**	**ESTIMATED QUANTITY**
Spray Bottles	To hold various cleaning supplies	Clean plastics, trigger style bottles	10
Sponges, Cloths	To clean surfaces	Cotton cloths, absorbent sponges	52
Air Blower	To dry floors	1 HP motor, minimum 4,000cfm	1
Wet-Dry Vacuum	To clean floors, mats, air vents, filters, ledges, etc.	Minimum 6.0 Peak Hp, capacity 16 gallons, w/appropriate attachments	1
Rotary Floor Machine	To scrub quarry tile floors	175 RPM speed with 15" Brush Spread, must be run on wet floor	1
Rotary Brush Head	To scrub quarry tile floor	"Zim Grit" 15" diameter solid wood back, green color with 40 gauge Tynex nylon filament – must fit above Rotary Floor Machine	1

Portable Pump-up Sprayer	To wash walls and partitions	Portable, 3 Gallon capacity, plastic tank with 18” chemical resistant hose with wand, adjustable spray tip, viton seals	2
Garden Hose	To water flowers	Quality 5/8” dia. rubber hose with proper fittings, minimum length 100’	2
Multipurpose, Telescoping Ladder	To use when accessing certain varying heights	Step ladder height 5 to 9 feet, ANSI Type 1A	1
Metal Halide Bulbs	To replace lighting	100 Watt - General Electric, Sylvania or Westinghouse	45
Metal Halide Bulbs	To replace lighting	50 Watt - General Electric, Sylvania or Westinghouse	10
Florescent Bulbs	To replace lighting	40 Watt	24
Compact Fluorescent Lamps	To replace lighting	42 Watt	48
Toilet Plunger	To unclog toilets	Standard	2
Drain Snake	To unclog drains	Standard	1
Aerosol Gum Remover	Remove gum from floors	Aerosol cans	18
Snow shovel	Cleaning snow from entrances	Push type	1

Google Earth area reference #	**Cadillac / Eckert**
1	0.59
2	0.16
3	0.68
4	0.86
drain field	0.42
Total (acres)	**2.7**