

REQUEST FOR PROPOSAL FOR JANITORIAL SERVICES

BID PACKAGE

Janitorial Services provided to:

The Frank Murphy Hall of Justice and Lincoln Hall of Justice

Issuer: Third Circuit Court of Michigan.

Date of Issuance: July 11, 2012

JANITORIAL SERVICES CONTRACT REQUEST FOR PROPOSAL

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SECTION I - PROPOSAL REQUIREMENTS

A. INTRODUCTION AND BUILDING DESCRIPTIONS.

The Third Circuit Court of Michigan (the Court) invites your firm to submit a proposal for the provision of janitorial services at either or both the Frank Murphy Hall of Justice (FMHJ) and the Lincoln Hall of Hall of Justice (LHJ). The Court’s intent in issuing this Request for Proposal (RFP) is to receive proposals from Bidders prepared in accordance with this RFP and consistent with the scope of services required as set forth in Exhibits A(1) and A(2) (collectively Exhibit A), and ultimately to enter into a contract with the successful Bidder for the provision of those services at these buildings.

A general description of the two buildings is as follows:

1. The FMHJ

The FMHJ is single tower building which is owned by Wayne County. It currently houses approximately over 460 people, including elected officials and employees of the Court, the Wayne County Clerk, the Wayne County Prosecutor, the Wayne County Sheriff, the Wayne County Criminal Defense Bar Association and an independently operated coffee shop. There are approximately 2,500 visitors (including prisoners) who enter the FMHJ daily.

Typical floor plates are 16,600 usable square feet.

The FMHJ is located at 1441 St. Antoine St., Detroit, Michigan. It occupies approximately one city block, and is bordered by Gratiot Avenue to the north, St. Antoine Street to the east, Clinton Street to the south and Raynor Street to the West.

Frequency:	Monday – Friday
Restricted Area:	Maximum security controlled access
Number of Floors:	Twelve (12) and Basement
Total Square Feet:	301,463

FLOOR FINISHES

Restrooms	at least 48 public/staff, 28 chambers, 44 jury, 8 office, 2 Jury Assembly Room
Janitor Sinks	24
Other Hand Sinks	various offices
Venetian/Vertical Blinds	various offices
Stairwells	3
Elevators	5 Public, 1 freight & 2 private (employees), 2 prisoner
Escalators	2 sets (on 3 floors)

Drinking Fountains 12 (28 “unused” in courtrooms)
Entrance Ways 1 Controlled Access

2. The LHJ

The LHJ complex consists of three buildings (Buildings A, B, and C) which is owned by Wayne County. It currently houses approximately over 450 people, including elected officials and employees from the Court, the Wayne County Clerk, the Wayne County Sheriff, the Wayne County Prosecutor, the Michigan Attorney General, the Juvenile Assessment Center, the Wayne County Buildings Department, the Child Advocacy Program, the Juvenile Law Group, and the Michigan Children's Law Center. There are approximately 1,700 visitors (including prisoners) who enter the building to the LHJ daily.

The LHJ is located at 1025 E. Forest Avenue, Detroit, Michigan. It occupies a city block and is bordered by East Forest on the south, I-75 Service Drive on the west, Hancock on the north, and Rivard on the east.

Building A

Frequency: Monday – Friday
Restricted Area: Prisoner Lock-up Cells, Basement & Other Floors
Number of Floors: Four (4)
Total Square Feet: 82,728

FLOOR FINISHES

Restrooms est. 18 Conventional & 16 Prisoner Lock-up
Janitor Sinks 7
Other Hand Sinks Located in Prisoner Toilet Room Combi-Units or other restrooms
Venetian/Vertical Blinds various offices
Stairwells 3
Elevators 3
Drinking Fountains 8
Entrance Ways 2 Controlled Access

Building B

Frequency: Monday – Friday
Restricted Area: None
Number of Floors: Four (4)

Total Square Feet: 101,587

FLOOR FINISHES

Restrooms	est. 16
Janitor Sinks	8
Other Hand Sinks	restrooms
Venetian/Vertical Blinds	various offices
Stairwells	3
Elevators	3
Drinking Fountains	8
Entrance Ways	2 Controlled Access

Building C

Frequency: Monday – Friday

Restricted Area: None

Number of Floors: Four (4)

Total Square Feet: 18, 700

FLOOR FINISHES

Restrooms	est. 12
Janitor Sinks	4
Other Hand Sinks	various restrooms
Venetian/Vertical Blinds	various offices
Stairwells	2
Elevators	1
Drinking Fountains	5
Entrance Ways	1 Controlled Access

B. TIME LINE.

1. Mandatory Site Visit.

All Bidders MUST attend the site visit at the buildings and must sign in at EACH location as there will be no additional opportunities to view the sites due to access restrictions. A Bidder's failure to attend a site visit at a building shall result in the Bidder being deemed non responsible and eliminated from consideration for award with respect to that building. The schedule is as follows:

Site Visit with Approximate Times:

Monday July 23, 2012	1:00 PM	Lincoln Hall of Justice, 1025 East Forest
Tuesday July 24, 2012	1: 00 PM	Frank Murphy Hall of Justice, 1441 St. Antoine

2. Inquiries.

All inquiries must be in writing and e-mailed to JanitorialRFP@3rdcc.org. Response to such inquiries will be in writing. **No inquiries will be accepted after 4:30 PM, Wednesday, August 1, 2012.**

The Court will respond in writing via e mail no later than **4:30 PM, Wednesday, August 15, 2012**. If pertinent to all Bidders, inquiry responses will be distributed to all bidders via a posting on the Court's website, <https://www.3rdcc.org>. The Court, at its sole discretion, may choose to respond to late inquiries. The Court is not responsible for any delivery or postal delays.

3. Form of Submission of Proposals and Closing Date.

Proposals must be submitted in writing, in both hard copy and PDF format. An original, signed, hard copy of the Proposal and 3 copies must be sent to the Office of the Executive Court Administrator, Third Circuit Court, Coleman A. Young Municipal Center, 2 Woodward Ave., Detroit, MI 48226. All bid packages shall be noted as such on the outside of the envelope: Bid: Janitorial Services. A PDF copy of the Proposal must also be sent via e-mail attachment to JanitorialRFP@3rdcc.org.

Proposals must be received at the both the aforementioned mailing and e-mail addresses on or before 4:30 PM, on Monday, August 27, 2012. The Court, at its sole discretion, may choose not to consider any late proposals. The Court is not responsible for any delivery or postal delays

4. Award of Contract and Commencement of Work.

It is anticipated that a contract under this RFP, if awarded, would be awarded by **September 12, 2012**. It is anticipated that work under any contract that may be awarded would commence on **October 1, 2012**.

5. Reservation of Right to Extend Time Deadlines.

The Court reserves the right, in its sole discretion, to change or extend any of the dates stated in this section. In the event that the Court does exercise this right, the Court will publish on its website the new date.

C. GENERAL CONDITIONS AND RESERVATIONS.

1. **PROPOSAL SIGNATURES:** An authorized official must sign the proposal. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the Court if the Bidder is determined to be the most responsive and responsible Bidder.

2. **PROPOSAL MODIFICATIONS:** Clarifications, modifications, or amendments to any proposal that has been submitted, but prior to the proposal Deadline Date, may be made only within the discretion and written approval of the Executive Court Administrator.

3. **DUPLICATE PROPOSALS:** No more than one (1) proposal from any Bidder, including its subsidiaries, affiliated companies and franchisees will be considered by the Court. In the event multiple proposals are submitted in violation of this provision, the Court will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

4. **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the Deadline date set for the opening of proposal. No proposal may be withdrawn after the deadline for submission.

6. **COMPLIANCE WITH LAWS:** The Bidder must comply with all federal, state, and local laws and policies.

7. **NON-DISCRIMINATION:** The Court will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance, including race, color, creed, national origin, age, marital status, handicap, sex, sexual orientation, gender identification or expression, religion, familial status, height or weight.

The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts. The Bidder must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.

8. **WITHDRAWAL:** The Court reserves the right to withdraw the RFP; The Court may waive informalities if it is in the Court's interest.

11. **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Proposal:

- a. Evidence of collusion among Bidders.
- b. Lack of competency as revealed by either financial, experience, or equipment statements.
- c. Lack of responsibility as shown by past work.
- d. Uncompleted work under other contracts which, in the judgment of the Court, might hinder or prevent the prompt completion of additional work if awarded.

10. **REJECTION:** The Court reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received, if it is determined by the Executive Court Administrator or designee that the best interest of the Court will be served by doing so. The Court may reject any proposal from any person, firm or corporation in arrears or in default to the Court on any contract, debt, or other obligation, or if the Bidder is debarred by the Court from consideration for a contract award.

11. **DISCUSSIONS:** Discussions may be conducted with responsible Bidders, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Bidders who submit Proposals determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.

Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Proposals. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Bidder shall reduce any substantial oral clarification of Proposals to writing.

13. **CONTRACT NEGOTIATION:** All proposals must be firm for at least 90 days from the date of the proposal.

14. **AWARD OF CONTRACT:** The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the proposal. All proposals must be for a firm fixed price unless modified. If, for any reason, a contract is not

executed with the selected Bidder within 5 days after notice of the award, then the Court may proceed to award a contract to the next most responsive and responsible Bidder. Award of a contract is contingent upon the availability of funds for this project, the determination of which is within the sole discretion of the Court. Acceptance of the Bidder's proposal does not constitute a binding contract. There is no contract until a contract is signed by both the authorized representative of the successful Bidder and the Court's Chief Judge or his or her designee. The Court is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the Court's Standard Contract, as set forth herein, may deem the Bidder non-responsive and result in the rejection of the proposal.

15. **SUBCONTRACTORS:** In an effort to promote supplier diversity, the Court encourages Bidders to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the Court.

If the Bidder's team is composed of a prime Consultant with Subcontractors, the Subcontractors must remain exclusive to the prime described in the proposal until the end of the specific proposal period and may not partner with more than one prime for the purposes of the responsive proposal.

The Contract will not be assignable to any other business entity without the Court's approval.

16. **BIDDER RESPONSIBILITIES:** The Bidder, including all subcontractors of the Bidder, must be capable of providing all services as described under Exhibit A and to maintain those capabilities until notification of the fact that their proposal was unsuccessful. Exclusion of any service for this proposal may serve as cause for rejection. The selected Bidder must remain capable of providing all services as described under Exhibit A and must maintain those capabilities until the agreement is successfully finished. The successful Bidder will be responsible for all Services in this proposal whether they are provided or performed by the Successful Bidder or Subcontractor(s). Further, the Court will consider the Successful Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The Successful Bidder must identify all Subcontractors and the Services they provide. The Successful Bidder is responsible for all payments and liabilities of all Subcontractor(s).

The Court reserves the right to approve or reject, in writing, any proposed Subcontractor. If the Court rejects any proposed Subcontractor in writing, the Successful Bidder shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Bidder may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the proposal or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the Court.

17. **DISCLOSURE OF CONTENTS:** All information provided in the proposal shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the

contract except as provided by law or court decision. However, all financial information about a Bidder shall remain undisclosed except as provided by law or court decision. All material submitted with the proposal becomes the property of the Court and may be returned only at the Court's option.

Bidders must make no other distribution of their proposals other than authorized by this RFP. A Bidder who shares cost information contained in its proposal with other Court personnel or competing Bidder personnel shall be subject to disqualification.

Bidders shall not be provided any information about other proposals or prices or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information by a Bidder, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.

D. EVALUATION CRITERIA.

1. **EVALUATION PROCESS:** All proposals received will be evaluated by an Evaluation Committee chaired by the Executive Court Administrator or his or her designee.

The following evaluation criteria will be considered in making the selection:

- a. Experience and Qualifications
- b. Janitorial Services Plan.
- c. Proposed Fees.
- d. Quality Control Program.

2. Each proposal submitted in response to this RFP shall focus on the above criteria as detailed below. The Evaluation Committee also may consider past performance of the Bidder on other contracts with the Court or other governmental entities. Proposals will be evaluated equally and fairly; no preference will be given to any Bidder based solely on previous experience with the Court or an incumbent thereof. The Court reserves the right to make additional inquiries and may request the submission of additional information. The Court's evaluation of the above noted factors, and an award of any contract based thereon, shall be in its sole discretion.

E. PROPOSAL CONTENT.

The proposal shall be organized in the following format:

1. Bidder.

List the full name of your organization, union affiliation, subsidiaries and parent organization. Describe history and background information of your firm. List the full address of the Bidder.

2. Proposal Contact Person.

List the full name, title, address, phone and fax number, and e-mail address of the individual who will be the designated contact for your organization for subsequent communications in reference to this Request for Proposal. Give the name of the person who will be authorized to execute a contract for the Bidder.

3. Overall Bidder Experience.

Describe your experience and expertise in janitorial services including:

- a. Demonstrate having the following experience or its equivalent:
 - 1) 3 years of janitorial experience under its current organizational structure or key management personnel must have at least 3years management experience in janitorial services;
 - 2) 1 contract that required a minimum staffing level of at least 20 employees providing janitorial services on a 3- shift basis (note: on-call services will be not considered in lieu of a 1st, 2nd, or 3rd shift); and
 - 3) Have performed janitorial services in a public facility of at least 400,000 square feet in cleaning area that has a total dollar value of at least \$2 million per year or provides janitorial services that are similar in scope and nature to the services required in this RFP with at least 300,000 square feet in cleaning area on a 3- shift basis.
- b. List current and past (within 3 years) buildings that are serviced by you, including a description of the size of the building(s), the services provided, the number of personnel assigned under the contract, and cost of the contract. Each location should be listed with the name, position and phone number of a client contact.
- c. Identify key personnel assigned to the account.
- d. Identify any projects in which your contract was terminated for any reason.
- e. Identify any claims or lawsuits that have been brought against you as a result of any services provided within the last 5 years.
- f. Provide an organizational chart indicating the key personnel who will provide services resulting from this RFP.

4. Janitorial Services Plan.

- a. Provide an overview of the janitorial services plan that you propose to implement at the FMHJ and/or the LHJ based on this RFP including the exhibits attached hereto, including without limitation detailed staffing schedules by each shift and each day of the week.
- b. Provide a Janitorial Staffing Plan which shall become part of the Contract that identifies the total number of employees proposed and include therein the total number of employees assigned to perform services, and at each building ;
- c. For each building, the number of employees per staff level (e.g. manager, supervisor, and janitorial staff) which also designates their function;
- d. A summary to show your anticipated staffing schedules by each shift and each day of the week that demonstrates the performance of the work set forth in Exhibit A.
- e. Submit an organizational chart showing your proposed staffing plan.
- f. Describe your plan for a full implementation/transition, including lead time required once a Notice to Proceed has been issued.
- g. Describe your firm's contingency plan for maintaining a 100% staffing level to perform the tasks set forth in A and any unscheduled work that may be require due to emergencies.
- h. Describe security clearance procedures and measures to enforce same.
- i. Detail your employee training procedures, outside of the specific training they will receive on-site. In addition, describe the amount and type of property-specific on-site training an employee will receive prior to being placed on-site.
- j. Describe your equipment maintenance programs.
- k. Describe your cleaning supplies inventory, including what products the Bidder proposes to use for the delivery of services.
- l. Detail the level of involvement the Court can expect from off-site management of your organization.
- m. Describe in detail how you would conduct the transition process if selected as Contractor. Verify that you are positioned to assume services as of September 3, 2012.
- n. Describe in detail your overall turnover rate for the past three years in comparison with the industry average (indicate your source for this average). What is your organization doing to keep this turnover to a minimum?

5. Cost.

a. State the total amount of fees on a per annum basis that will be charged to the Court, and provide the details that support that fee, including the wage scale paid to the employees whom the Bidder will use to implement this contract. The Proposal shall also state what portion of the fee shall be allocated to the FMHJ and the LHJ.

1) State how you will determine the cost of unscheduled services that may be ordered performed in writing by the Court.

b. While Bidders are encouraged to submit proposals for the delivery of janitorial services for both buildings, the Court will accept proposals for the delivery of janitorial services to only one of the two buildings. The various buildings of the Lincoln Hall of Justice may not be bid separately. However preference will be given to those Bidders whose Proposals are for both the FMHJ and the LHJ.

c. Except for unscheduled work, the proposed fee stated in the proposal shall be inclusive of all costs, including but not limited to, employee wages, insurance, training, uniforms, equipment and supplies, including, but not limited to:

1) All labor, supervision, quality assurance personnel, equipment and tools;

2) All cleaning supplies, including but not limited to hand soap, trash liners, paper products such as paper towels, toilet tissue, toilet seat liners, feminine napkins (including all other forms of paper products expected to be used in this service industry), rags, polish, lubricants.

3) Costs associated with the replacement, as necessary, of bathroom fixtures: toilet paper holders, sanitary napkin receptacles, hand towel dispensers, and toilet seat cover dispenser.

6. Quality Control Program.

a. Submit a description of your Quality Control Program. The Bidder's Quality Control Program shall upon acceptance by the Court become part of a contract that is awarded as Exhibit (C). The Quality Control Program shall

1) Detail how all requirements of the contract are provided as specified including performance of the scope of work set forth in exhibit A.

2) Provide a comprehensive list of all cleaning products, supplies and materials that will be used by the Bidder, and Material Safety Data Sheets for all items.

3) Describe the type of equipment that will be utilized and provide specification sheets for the equipment.

4) Describe plans for correcting performance problems, and any other staffing information relevant to an understanding of your firm's planned performance of the Agreement.

5) Provide your company's procedures and plan for dealing with bio-hazard elements and emergencies.

7. Exceptions.

Each Bidder shall detail any exceptions to any terms and all conditions listed in this Request for Proposal or form of contract set forth in Section II of this RFP. Each exception must reference a corresponding section, page and paragraph and shall provide a detailed explanation why the Bidder cannot meet the requirement or why the requirement is not applicable to said Bidder.

8. Statement of Detroit and/or Wayne County-Based Business Enterprise.

The Court encourages its Contractors to endorse and implement the policies and programs associated with expanding the business potential for Detroit and/or Wayne Court based business enterprises. Bidders should provide its policy statement on these matters including applicable proof of certification.

9. Unions.

- a. State whether your workforce or whether one or more of your subcontractors is unionized.
- b. Describe your experience with negotiating and administering union cleaning contracts, and describe, if applicable, provide your (including any subcontractor's) labor relations history with your unions for the past five years, including any strikes, walkouts or other labor disputes.
- c. Describe your relationship with organized labor.

10. Additional Information.

Identify any additional information that you consider relevant to the purposes of this proposal which has not been specifically addressed herein.

11. Financial Information.

Provide documentation that the Bidder has adequate financial resources to perform the services and carry out the duties and obligations under this RFP and the contract.

12. Insurance.

Provide evidence that the Bidder has the ability to secure the insurance coverages and limits as required by this RFP and the contract.

13. Bidder Interviews.

The Court may request some or all of the Bidders submitting proposals to participate in an interview or discussions regarding the implementation schedule and strategy prior to award of the contract.

14. Proposal Response.

Bidder shall respond in writing to each of the items listed in this Request for Proposal. Responses should be labeled so that they can be referenced to the corresponding item. In addition to the items noted above, be sure to address all other questions and items noted throughout this Request for Proposal.

SECTION II – FORM OF CONTRACT.

This Agreement is made and entered into between the Third Circuit Court of Michigan ("Court") and X ("Contractor") for those professionally operated cleaning and related services described in Appendix "A" attached hereto and made a part hereof, from time to time in the Frank Murphy Hall of Justice (FMHJ) and the Lincoln Hall of Justice (the LJH) (or collectively the "Buildings"), located in Detroit, MI.

In consideration of the covenants herein contained, Court and Contractor hereby agree as follows:

1. SCOPE OF SERVICES.

1.01 The Contractor must perform the services described in Exhibits A(1), and Exhibit (A)(2) (collectively referred to as Exhibit A herein) in a satisfactory manner, as determined within the discretion of the Court.

a. The Court, may in writing signed by the Executive Court Administrator or designee, require the Contractor to perform unscheduled janitorial services that are needed due to unexpected occurrences, and exceed the scope of the regular recurring scheduled work set forth in Exhibit A.

1.02 If there is any dispute between the parties regarding the extent and character of the services to be performed, the interpretation and determination of the Court governs.

1.03 The services to be furnished shall be in accordance with standards, specifications, policies and procedures, and any changes thereof, established by Court and in accordance with the Scope of Work set forth in Exhibit A.

1.04 In the performance of this Contract, the Contractor, at its sole cost, shall:

a. Provide all labor, supervision, quality assurance personnel, equipment, tools that are necessary to perform this Contract;

b. Provide cleaning supplies, including but not limited to, hand soap, trash liners, paper products such as paper towels, toilet tissue, toilet seat liners, feminine napkins, children's diaper products (including all other forms of paper products expected to be used in this service industry), rags, polish, lubricants.

c. Replace, as necessary, bathroom fixtures: toilet paper holders, sanitary napkin receptacles, hand towel dispensers, and toilet seat cover dispenser.

d. The Contractor may, upon the agreement of the Court as to the amount, charge a nominal fee for the use of feminine napkins, children's diaper products, and may use the funds collected to offset the product cost. The quantity of product sold and funds collected must be reported to the Court on a monthly basis.

e. The Contractor is responsible for replacement costs for seat covers, toilet paper dispensers, and paper towel dispensers.

1.06 The Contractor shall maintain the staffing levels described in its Janitorial Staffing Plan, attached hereto as Exhibit (B).

1.07 The Contractor shall comply with its Quality Control Program attached hereto as Exhibit (C).

1.08 The Contractor (including its subcontractors), at its sole cost, shall comply with all federal, State, court, municipal, and other local laws, rules, and regulations, which are now, or may in the future become applicable to the Contractor or Contractor's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of such operation.

2. CONTRACTOR'S STATUS AND PERSONNEL.

2.01 Contractor, and its employees or subcontractors, shall perform all of the Services as an independent contractor at their sole risk and expense and not as an employee or agent of Court. Court shall reserve the right to instruct Contractor in writing through Contractor's agent or supervisor regarding the extent of the Services and the results to be accomplished in accordance with Exhibit A. However, Contractor shall have sole control, supervision, direction and sole responsibility over its employees and manner and means of providing the services. .

2.02 The Contractor warrants that all employees of the Contractor or of a subcontractor assigned to the performance of the services are qualified and authorized to perform the services under the state and local laws and governing professional association rules where the employee is employed.

2.03 A pre-employment check of each person proposed to be employed for the services required by these specifications shall be made by the Contractor to determine suitability for employment on the basis of such factors as qualifications for the job and personal integrity. A certificate shall be furnished upon request to Court, describing the investigation made and its results. If information indicating unsuitability of an individual for employment is detected by Court or by the Contractor, such individual must not be employed. The Contractor shall, upon request, furnish to Court any records relating to the Contractor's employees assigned to the FMHJ AND LHJ, including, but not limited to, payroll records.

a. The employees of the Contractor or its subcontractors who perform work in the LHJ shall have clearances from the Department of Human Services and the State of Michigan Criminal History.

2.04 Contractor, at its own expense, shall furnish each of its employees an identifying garment and identification badge, the color and design of which shall be subject to the prior written approval of Court. All of Contractor's hourly employees engaged in providing the Services shall be required to wear such garment at all times. Contractor shall insure that all uniforms are maintained in a neat and clean condition.

2.05 At the Court's request, in conformity with any existing Union contract, Contractor shall remove from the Buildings any of the Contractor's employees who are unsatisfactory to the Court. Any of Contractor's employees found to have stolen money or have been involved with a verbal or physical confrontation with a tenant or visitor of the buildings shall be automatically removed from providing service under this Contract.

2.06 Contractor is responsible to reimburse Court for property damage caused by the Contractor's employees.

2.07 Contractor shall submit to the Court a list of names of all employees who are to perform under this Contract.

a. Employees of the Contractor shall be required to sign in and out of the buildings in which they perform services and the Contractor shall maintain a record of the attendance of its employees. Said employee attendance record shall be provided to the Court upon request, but in any event, every six months.

b. Employees of the Contractor who perform services at the LHJ may use the parking facility at the LHJ.

3. ADMINISTRATION.

3.01 The Contractor is directly responsible, through a Contract Manager designated by the Contractor, to the Court's Executive Court Administrator.

a. On a daily basis, the Contractor, through a Resident Manager designated by the Contractor for each building, is responsible for services rendered at the FMHJ to the Deputy

Court Administrator for the Criminal Division and for service rendered at the LHJ to the Deputy Court Administrator for the Juvenile Section of the Court's Family Division.

b. In addition, Contractor must have on staff at the work site at all times during performance of services, at least one (1) Shift Supervisor during each shift.

3.02 Contractor must provide and maintain, at its own expense, 24 hour direct cell phone communications between Resident Managers and the Deputy Court Administrators or their designees.

a. A Resident Manager must report, in writing to the relevant Deputy Court Administrator all maintenance and repair deficiencies, provided that, urgent conditions which present a hazard to patrons and staff will be immediately reported by telephone to the pertinent Deputy Court Administrator or designee followed by a written report. Contractor's written reports of maintenance and repair deficiencies will specify any impact the reported deficiency has on the quality, timeliness or effort required to perform janitorial services.

b. The Deputy Court Administrators shall be notified of all accidents or occurrences which arise out of or in connection with its operation hereunder setting forth such details thereof required by law, industry practice or other requirements. In addition, if death or serious injury or serious damage is caused, such occurrence will be immediately reported to the Deputy Court Administrator and Executive Court Administrator. In the event any claim is made by any persons against Contractor arising out of any accident or injury on the premises, Contractor will promptly report such claim in writing to the Executive Court Administrator. In addition, Contractor will promptly furnish to the Executive Court Administrator, copies of all reports given to Contractor's insurance carrier.

c. Contractor will provide and maintain, at its own expense, direct communications with its entire staff, including shift supervisors and independently assigned janitors on each shift by way of radio, two way messaging, cell phones or similar means. Contractor must respond immediately or as directed to urgent calls for janitorial services involving customer complaints, plumbing backups, messes and spills, and removal of graffiti.

3.02 The Contractor shall formulate a Janitorial Staffing Plan that shall be appended hereto as Exhibit (B), which conforms to the provisions of the Contractor's Proposal unless otherwise agreed to in writing. The Janitorial Staffing Plan shall include:

a. Identifies the total number of employees proposed and include therein the total number of employees assigned to perform services, and at each building ;

c. For each building, the number of employees per staff level (e.g. manager, supervisor, and janitorial staff) which also designates their function;

d. A summary to show your anticipated staffing schedules by each shift and each day of the week that demonstrates the performance of the work set forth in Exhibit A.

- e. An organizational chart showing your proposed staffing plan.

3.03 The Contractor shall maintain 100% staffing level dedicated exclusively to performing janitorial services at a particular building as outlined in the contractor's proposed janitorial staffing plan, throughout the term of this contract, and have in place a plan to maintain 100% staffing level that takes into account reasonably foreseeable contingencies such as disruptions in service due to labor disputes.

3.04 All the Services hereunder and all activities of the Contractor shall be performed at times designated by or satisfactory to Court in accordance with the tasks/frequency schedule set forth in Exhibit A. As set forth in a schedule, to be drafted by the Contractor, but subject to approval of the Court, the services shall be performed in such a manner as not to disrupt normal operations of the Building including court proceedings. Contractor will also be subject to any special conditions set forth by the Executive Court Administrator or the pertinent Deputy Court Administrator with respect to the time that the work is performed.

- a. If special circumstances exist, as determined by the Deputy Court Administrator, that preclude services to be performed when ordinarily scheduled, the Contractor shall make its best efforts to have the services done in the same day.

3.05 All equipment, materials, and supplies used by Contractor in the performance of services hereunder will be of such quality as to meet the required performance standards, and the services to be furnished hereunder, and will be used and/or operated in such a manner as not to wear, tear, mar or otherwise have a harmful effect upon any property within the buildings.

- a. The Contractor shall indicate in writing issued to the Court what cleaning materials and supplies will be used and notify the Court of any changes.

- b. If at any time, in the opinion of the Court, Contractor uses any improper equipment, materials, or supplies in furnishing services hereunder, then Contractor will upon written notice from the Executive Court Administrator, use such equipment, materials, and/or supplies as may be specified in such notice or discontinue from use such equipment, materials, and/or supplies, as may be specified in such notice, as the case may be.

3.06 The Contractor must inform the Court as soon as possible of any probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of the Contract. The Contractor must accompany this disclosure with a statement of any remedial action taken or contemplated by it.

3.07 The Contractor agrees that representatives of the Court are entitled to make periodic inspections to ascertain that the Contractor is properly performing the services. The inspections may be made at any time during normal business hours of the Contractor. If, in the course of the inspections, the representatives of the Court should note any deficiencies in the performance of the services of the Contractor, the Court, through a Deputy Court Administrators shall issue to the respective Resident Manager a written corrective action request , citing the observed

deficiency. The Contractor agrees to promptly remedy and correct any reported deficiencies within 24 hours of notification by the Court.

3.08 The Contractor shall provide to the Court, on a periodic basis but not less than monthly, an operating assessment that includes analysis of staffing levels, staffing changes, corrective action requests and responses, inspection & policing reports, accidents/Injuries.

3.09 The Contractor and Court shall use a notebook (“Cleaning Control Book”) or other method as determined by Property Manager for the purpose of communicating messages to the other party each day that Services are provided. Such communications shall include, but not be limited to, information about: Tenants working late, complaints received by Court from Tenants, non-cleaning repairs needed in the Building, specific cleaning requests, etc.

3.10 The Court shall provide Contractor with such offices, storage facilities and staging area for its performance of duties.

3.11 Contractor agrees to comply with all federal, state, Court, municipal, and other local laws, rules, and regulations, which are now, or may in the future, become applicable to Contractor or Contractor’s business, equipment and personnel engaged in operations covered by this Contract or accruing out of the performance of such operation.

3.12 The Contractor’s activities shall be subject to conditions of Court / Security procedures, which shall be explained prior to initiation of service activities and shall be further subject to any special conditions created by the tenants of the buildings.

4. COMPENSATION.

4.01 Court shall pay Contractor an annual fee of **XXX**.

4.02 The Court shall also pay the Contractor a fee for unscheduled work based on a rate of **YYY**

4.03 Said annual fee or fee for unscheduled work shall be paid by the Court to the Contractor on a monthly basis after the submission to the Court of an invoice for the prior month’s work. Invoices are to be submitted monthly by Contractor to Court. Invoices must be submitted no later than the 20th of the month following the month of actual activity. The invoice shall allocate what part of the fee is attributable to a particular building. The Contractor must submit along with its monthly invoice monthly progress reports indicating the Contractor’s activities during the month and being signed by an authorized officer of the Contractor.

4.04 Said annual fee or fee for unscheduled work shall be inclusive of all costs or expenses of whatever nature of the Contractor in providing the services required under this Contract. The Court shall not be liable for any additional fees or costs of whatever nature unless it agrees to the payment of the additional fee or costs.

4.05 The Contractor must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal Court preparatory meetings for the proceeding, in order to assist the Court in any matter relating to the purpose or outcome of this Contract. The Court will compensate the Contractor under a separately negotiated agreement for any services rendered pursuant to this section.

5. TERM AND TERMINATION OF CONTRACT.

5.01 This Contract begins after execution by the authorized signatories for both parties and ends three years later. Thereafter, upon the written consent of both parties this Contract Agreement shall continue from year to year.

5.02 Notwithstanding the foregoing, either party hereto shall have the right, at its sole election, to terminate this Agreement with or without cause, upon the delivery of thirty (30) days written Notice of Termination to the other.

5.03 If the Contract is terminated, the Court will pay the Contractor for the services rendered prior to termination, as soon as can be authorized. The amount to be paid shall be calculated on a pro rata basis of the monthly amount otherwise owed to the Contractor for the month in which services are terminated.

5.04 After receiving or sending a Notice of Termination and except as otherwise directed by the Court, the Contractor must:

- a. Stop work under the Contract on the date of termination stated in the Notice and to the extent specified in the Notice of Termination.
- b. Obligate no additional contract funds for payroll costs and other costs beyond the termination date.
- c. As of the date the termination is effective, present all Contract records and submit to the Court the records, data, notes, reports, discs, and documents ("Records") as the Court specifies, all pertinent keys to files, and carry out such directives as the Court may issue concerning the safeguarding or disposition of files and property.
- d. Submit within 30 days a final report of receipts and expenditures of funds relating to this Contract.
- e. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated;
- f. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;

g. Submit within 30 days a listing of all creditors, subcontractors, lessors, and other parties with which the Contractor has incurred financial obligations pursuant to the Contract.

6. INSURANCE.

6.01 The Contractor, at its expense, must maintain during the term of this Contract the following insurance:

a. Employee Dishonesty Insurance endorsed to include Clients' Property insurance with minimum limits of \$1 Million Dollars per occurrence and \$1 Million Dollars aggregate.

b. Workers' Compensation Insurance which meets Michigan statutory requirements and Employers Liability Insurance with a minimum of \$500,000.00.

c. Commercial General Liability Insurance with minimum limits of \$2,000,000 per occurrence and \$2 Million Dollars aggregate for property damage and bodily injury.

d. If an automobile is required to successfully complete the terms of this contract, Commercial Automobile Liability (including hired and non owned vehicles) with minimum combined single limits of \$ 1 Million Dollars per occurrence.

e. The policies for each of these coverages must provide that the insurer waives any and all subrogation rights it may have against either the Court or Wayne County.

6.02 If, during the term of this Contract, changed conditions or other pertinent factors, should in the reasonable judgment of the Court, render inadequate the insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required and available under the circumstances. The insurance must be effected under valid and enforceable policies, issued by recognized, responsible Michigan insurers which are well-rated by national rating organizations.

6.03 Insurance policies must name the Court and Wayne County as an additional insured and loss payee, and must not be canceled or materially changed without at least 30 days prior notice from the Contractor to the Court.

6.04 The Contractor shall furnish, or cause to be furnished; certificates of insurance to Court, prior to or upon execution of this Agreement, evidencing the insurance coverage described above, and shall furnish such evidence of renewal to Court, during the term of this contract.

6.05 The provision of insurance under Article 6 of this Contract shall not be deemed a waiver of sovereign or governmental immunity that the Court or Wayne County, their respective agencies, or employees, have as provided by statute or modified by court decisions.

6.0 Wayne County shall be deemed a third party beneficiary to the Contractor's obligations under Article 6 of this Agreement.

7. INDEMNIFICATION.

7.01 The Contractor shall save harmless the Court and Wayne County against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Court and Wayne County because of any of the following occurring during the term of this Contract:

a. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Contractor, or any of its personnel, employees, consultants, agents, subcontractors or employees of subcontractors or any entities associated, affiliated, (directly or indirectly) or subsidiary to the Contractor now existing, or to be created, their agents and employees for whose acts any of them might be liable.

b. Any failure by the Contractor, or any of its employees to perform its obligations either implied or expressed under this Contract.

7.02 It is the responsibility of the Contractor and not the responsibility of the Court to safeguard the property and materials that the employees of the Contractor use in performing this Contract. The Contractor shall hold the Court harmless for costs and expenses resulting from any loss of the property and materials used by its employees pursuant to the performance of the Contractor under this Contract.

7.03 The Contractor shall not hold either the Court or Wayne County liable for any personal injury incurred by the employee(s), agents or consultants of the Contractor while working on this Contract. The Contractor agrees to hold the Court or Wayne County harmless from any such claim by the Contractor's employees.

7.04 This indemnity applies without regards to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity survives delivery and acceptance of services.

7.04 This indemnity provisions of Article shall not be deemed a waiver of sovereign or governmental immunity that the Court or Wayne County, their respective agencies, or employees, have as provided by statute or modified by court decisions.

7.05 Wayne County shall be deemed a third party beneficiary to the Contractor's obligations under Article 7 of this Agreement.

8. BANKRUPTCY OR INSOLVENCY.

8.01 If the Contractor is adjudicated bankrupt or insolvent, or if a trustee is appointed over the Contractor or any of its property, whether it is a third party or Contractor as debtor-in-possession (referred to as "Contractor" in this Article unless the context clearly requires otherwise) the following rights, obligations and limitations control:

a. Contractor or any trustee must not assign any or all of its rights, title or interest, in or to this Contract, as this Contract is for the delivery of professional services and related services, as to which the Court is entitled to insist upon performance solely by the Contractor.

b. Contractor or any trustee may only assume this Contract if it provides adequate assurance of future performance. Adequate assurance of future performance means proof reasonably satisfactory to the Court of:

(i) adequate financial capacity to employ or contract with sufficient personnel to perform the services assigned to the Contractor as provided in this Contract, and to pay for all services contracted for by the Contractor;

(ii) adequate financial capacity to own, operate, lease or obtain sufficient facilities and supplies to perform the services assigned to the Contractor as provided for in this Contract; and

(iii) adequate financial and professional capacity to maintain the professional standard provided in this Contract. The reasonable determination of the Court as to the adequate professional capacity of the Contractor is determinative.

c. Because of the unique nature of the services this Contract requires the Contractor to provide, the Contractor agrees that any requests by the Court that the trustee or it as debtor-in-possession assume or reject this Contract in a shorter time than provided for in 11 U.S.C. §365 is reasonable so long as the trustee or Contractor receives no less than 5 business days' notice.

d. If this Contract is terminated during bankruptcy proceedings or if the trustee or debtor-in-possession successfully and properly obtains a court order rejecting this Contract, the Contractor as debtor-in-possession or its trustee must cooperate with the Court in arranging for the orderly transfer of responsibilities to persons or entities as the Court may designate. The rejection is not effective until the orderly transfer of responsibilities, consistent with sound professional practice, has been completed.

8.02 Although neither party has the right to terminate the Contract merely because the other is adjudicated bankrupt or insolvent or a trustee or a debtor-in-possession is appointed over any parties' property, each party retains all of the other termination rights set forth elsewhere in this Contract during the period of any proceedings under the Bankruptcy Code.

9. NOTICE OF MATERIAL CHANGES.

9.01 The Contractor must immediately inform the Court of material changes in its operation, ownership or financial condition. Material changes include, but are not limited to:

- a. Reduction or change in staffing assigned to the Contract.
- b. Decrease in, or cancellation of, insurance coverage.

- c. Delinquent payment, or nonpayment, of tax obligations.
- d. Delinquent payment, or nonpayment, of payroll obligations.
- e. Delinquent funding, or nonfunding, of pension or profit sharing plans.
- f. Delinquent payment, or nonpayment, of subcontractors.
- g. Termination of, or changes in, subcontracts.
- h.. Transfer, sell, assignment or delegation to an entity other than the Contractor, of ownership or administrative services.
- i. The filing of any bankruptcy petitions or petitions for receivership or an assignment for the benefit of creditors with respect to the Contractor or any of its subcontractors.

10. NON DISCRIMINATION IN EMPLOYMENT PRACTICES.

10.01 The Contractor and its subcontractors shall comply with all federal, Michigan and local laws, regulations or ordinances which prohibit discrimination in employment, including but not limited to Titles VI and VII of the Civil Rights Act (42 U.S.C. 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles; the Age Discrimination Act of 1985 (42 U.S.C. 6101-07); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et. seq.) and its associated regulations; The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).

10.02 The Contractor or its subcontractors must not, in connection, directly or indirectly with the performance of this Contract:

- a. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, sexual orientation, gender identification or expression, religion, familial status, height or weight.
- b. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, sexual orientation, gender identification or expression, religion, familial status, height or weight.

10.03 This Section does not apply if it is determined by the Court's Director of Human Resources that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon the Contractor.

10.04 Breach of any of the covenants in Article 10 of this Contract may be regarded as a material breach of this Contract.

11. DEBARMENT AND SUSPENSION AND UNITED STATES PRESIDENTIAL EXECUTIVE ORDER 13224.

11.01 By execution of this Contract, The Contractor certifies to the best of its knowledge and belief, that:

a. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;

b. The Contractor and its principals have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 11.01 b above; and;

d. The Contractor and its principals have not, within a three-year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.

11.02 The certification in this clause is a material representation of fact upon which reliance was placed.

11.03 The Contractor shall provide immediate written notice to the Court if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

11.04 The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “Grantee”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

11.05 The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Court.

11.06 A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals.

11.07 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

11.08 If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Court, the Court may terminate this transaction for cause or default.

11.09 The Contractor hereby certifies and represents that neither it, nor any of the members of its governing body, management, employees or agents is on the list created pursuant to United States Presidential Executive Order 13224 (Executive Order”) and related regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury.

11.10 The Contractor hereby certifies and represents that neither it, nor any of the members of its governing body, management, employees or agents is acting for, or on behalf any person or entity on the List.

11.11 The Contractor further acknowledges its obligation to remain in compliance with existing and future regulations promulgated by OFAC throughout the term of the agreement.

12. NOTICES.

12.01 Any notice required or permitted to be given hereunder by one party to the other shall be in writing, and the same shall be given and deemed to have been served and given if delivered in person to the address set forth hereinafter for the party at the address hereinafter specified. If mailed, said notice must be sent certified mail, return receipt requested. The effective date will be as follows: if delivered, then the date delivered, or if mailed, then the date of delivery showed on the return receipt.

12.02 The address of Court for all purposes under this Agreement and for all notice hereunder shall be:

The Office of the Executive Court Administrator
The Third Circuit Court of Michigan
2 Woodward Avenue, Suite 711
Detroit, MI 48226

12.03 The address of the Contractor for all purposes under this Agreement and for all notice hereunder shall be:

XXXXXX

12.04 From time-to-time, either party may designate another address for all purposes of this Agreement by giving to the other party not less than ten (10) days advance notice of such address change.

13. MISCELLANEOUS

13.01 ASSIGNMENTS. The Contractor shall not assign this Contract, nor any part thereof, or subcontract any of the work or services to be performed without the Court's consent.

13.02 AMENDMENTS. This Contract may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

13.03 JURISDICTION AND LAW. This Contract, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Contract. Service of process at the address and in the manner specified in this Contract will be sufficient to put the Contractor on notice. The Contractor will not commence any action against the Court because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Contract, in any courts other than those in the Court of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

13.04 CONFIDENTIALITY. Except as otherwise provided herein, the Contractor shall hold in confidence and not disclose to others, business or technical information disclosed to Contractor by Court or acquired by Contractor in the course of performing the Services hereunder for Court. The Court shall hold in confidence all non public financial information about the Contractor, except as provided by law or court decision. The obligations of confidentiality do not apply to information that (i) is or becomes part of the public domain, or (ii) is required to be publicly disclosed under law.

13.05 FORCE MAJEURE. Neither party is responsible for *force majeure* events. If there is a dispute between the parties with regard as to what constitutes a *force majeure* event or the consequences flowing there from, the Court's determination is controlling. *Force majeure* shall not be deemed to include strikes or walkouts or other disruptions in service due to labor disputes between the Contractor or its subcontractors and their employees.

13.06 EXHIBITS AS PART OF THE CONTRACT. Attached are Exhibits A(1), A(2), (B) and (C) that contain additional provisions of this Contract and are incorporated herein by reference.

13.07 SEVERABILITY. In case any one or more provisions set forth in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, and this Contract shall be

construed as if such invalid, illegal or unenforceable provision had never been incorporated therein.

13.08 CHANGES IN SCOPE/SERVICE - MODIFICATIONS.

a. Court may request changes to the scope of Services to be furnished or performed by the Contractor under the Contract, as well as changes in the time of performance of the Contract. All such changes shall be authorized by either Change Order or Contract Modification.

b. If any such change request increases or decreases the Contractor's cost of, or the time required for, performance of any part of the Services under this Contract, an adjustment may be made and the Contract modified in writing accordingly.

c. Contractor shall provide the Court with a written proposal to the Court's change request within five (5) business days of receipt of any such request. Contractor's proposal shall describe in reasonable detail the basis for any proposed price or time adjustment. All cost estimates shall include all completed Services, and cover all costs, expenses, overhead and profit of subcontractors, if any.

d. Contractor acknowledges that any change in the Contract price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other cost of any nature.

e. No change to this Contract is effective unless it is in writing and references this Contract. If the change is a Contract Modification, it must be signed and acknowledged by duly authorized representatives of both parties. If the change is a Change Order, it must be signed by the Court's Executive Court Administrator.

13.09 WAIVER AND STRICT PERFORMANCE. No failure by a party to insist upon the strict performance of any term of this Contract or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Contract, but every term of this Contract remains effective with respect to any other then existing or subsequent breach.

13.10 SURVIABILITY. Articles 7(Indemnification), and 13 (Notices), and section 13.04 (Confidentiality), and all other provisions that may be so reasonably construed, survive termination or expiration of the Contract.

13.11 CONFLICTING PROVISIONS. In the event that a provision of this Contract conflicts with the other provisions of the Request for Proposal or the Contractor's Proposal, the terms of this Contract shall govern.

13.12 AUTHORIZATION AND CAPABILITY. The Contractor warrants to the Court that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations. The Contractor further

warrants that the person executing this Contract is authorized sign on behalf of the Contractor and is empowered to bind the Contractor to this Contract.

13.13 ENTIRE AGREEMENT. This Contract and the Exhibits hereto constitute the full understanding between the Court and Contractor as of the date of execution of this Contract.
<Remainder of this page intentionally left blank – signature page follows on page 30>

IN WITNESS WHEREOF, the parties have executed this Contract effective the day and year set forth above.

FOR THE THIRD CIRCUIT COURT OF MICHIGAN

**HON. VIRGIL C. SMITH,
CHIEF JUDGE**

Date:

FOR CONTRACTOR

Name:

Title:

Date:

<remainder of page intentionally left blank and Exhibits follow commencing on page 32 >

EXHIBITS

EXHIBIT A (1) - CLEANING SPECIFICATIONS FOR FRANK MURPHY HALL OF JUSTICE

EXHIBIT A - CLEANING SPECIFICATIONS

1. LOBBY AREA

FREQUENCY	TASK
Daily	Spot clean all walls, switches, door signs and directories
Daily	Vacuum clean walk off mats
Daily	Dust mop entire floor
Daily	Mop floor in high-traffic areas
Daily	Machine scrub and buff lobby floor at entrances
Daily	Dust all reach areas
Daily	Dust and clean seating areas
Daily	Dust and damp wipe information desk surfaces and security tables
Daily	Dust and damp wipe window sills
Daily	Sweep revolving door floors throughout the day
Daily	Clean revolving doors, glass and frames
Daily	Vacuum elevator cabs, including tracks
Weekly	Clean elevator tracks
Weekly	Clean revolving doors top to bottom and inside/outside
Weekly	Clean / Extract walk off mats
Weekly	High dust columns and elevator curtain walls
Weekly	Machine Scrub and buff lobby floor
Monthly	Vacuum and clean window sills, floor corners and induction units

2. OFFICE AREAS, COMPUTER ROOMS AND COURTROOMS

FREQUENCY	TASK
Daily	Empty trash receptacles
Daily	Spot clean walls, switches, phones and doors
Daily	Dust and spot clean Judges Bench, jury seating, furniture fixtures, telephones, seals/emblems, equipment and accessories
Daily	Vacuum traffic lane areas

Daily	Dust mop non-carpeted floors
Daily	Spot mop non-carpeted floors
Daily	Spot clean carpeted areas
Daily	Remove all collected trash
Weekly	Vacuum completely edges, corners, and hidden areas
Weekly	Damp mop all non carpeted floors completely
Weekly	Dust all reach areas
Weekly	Dust sills, ledges, pictures, molding, shelves, frames, vents and cabinets
Bi-Weekly	Machine scrub and buff all hard surface flooring
Monthly	Thoroughly dust and vacuum all flags
Monthly	Thoroughly clean and wipe down judges bench and wood fixtures
Quarterly	Machine scrub and refinish floors, allow time to dry, then buff
Semi-Annually	Dust, clean and vacuum induction units
Annually	Strip and refinish heavy traffic areas
Annually	Shampoo / Extract / Dry Clean carpeted areas

3. PUBLIC AND SEMI-PRIVATE RESTROOMS

FREQUENCY	TASK
Daily	Police litter
Daily	Clean and sanitize fixtures, including all porcelain finishes
Daily	Clean mirrors and counters
Daily	Polish chrome
Daily	Mop floors
Daily	Spot clean and wipe partitions
Daily	Check dispensers, refill as needed
Daily	Spot clean seating and benches
Daily	Empty trash and replace liners
Daily	Spot clean walls and doors
Weekly	Dust / Clean ceiling vents and HVAC louvers
Monthly	y Machine scrub and refinish floors
Monthly	Wash all tile walls

4. PRIVATE & JUDGES RESTROOMS

FREQUENCY	TASK
Daily	Police litter
Daily	Clean and sanitize fixtures, including all porcelain finishes
Daily	Clean mirrors and counters
Daily	Polish Chrome
Daily	Mop floors
Daily	Refill dispensers
Daily	Empty trash and replace liners
Daily	Spot clean walls and doors
Weekly	Dust / Clean ceiling vents

Quarterly Scrub wash ceramic walls and floors

5. LOCKER ROOMS

FREQUENCY	TASK
Daily	Police litter
Daily	Remove trash and replace liners
Daily	Clean and sanitize fixtures, including all porcelain finishes
Daily	Spot clean walls, doors and switches
Daily	Spot clean all horizontal and vertical surfaces removing smudges and stains
Daily	Refill dispensers
Daily	Dust all low reach areas
Weekly	Dust mop or sweep all hard surface areas
Weekly	Clean and disinfect shower floors, walls, and fixtures
Weekly	Dust all high reach areas
Quarterly	Buff all hard surface areas
Semi-annually	Machine scrub and top coat flooring
	Strip and refinish flooring

6. JANITOR CLOSETS, STORAGE & WORK AREAS

FREQUENCY	TASK
Daily	Police litter
Daily	Clean and arrange all equipment
Daily	Empty vacuum cleaner bags and check belts
Daily	Sweep or dust mop
Daily	Damp mop
Daily	Dust and spot clean building surfaces

7. PUBLIC CORRIDOR AREAS

FREQUENCY	TASK
Daily	Police litter
Daily	Vacuum carpet
Daily	Dust mop hard surface areas
Daily	Spot clean carpet
Daily	Damp mop hard surface areas
Daily	Clean and polish all bright work
Daily	Clean water fountains
Daily	Dust and clean seating areas
Daily	Dust all low and high reach areas
Daily	Empty and spot clean all trash receptacles
Daily	Dust and spot clean building surfaces
Daily	Dust and clean public phone areas
Daily	Vacuum and spot clean walk off mats

Weekly	Machine scrub and buff all hard surface flooring
Weekly	Dust all high areas
Weekly	Clean / Extract walk off mats
Quarterly	Dust, Clean and vacuum induction units
Quarterly	Clean / Extract Carpet

8. ELEVATORS (ALL SHIFTS)

FREQUENCY	TASK
Daily	Police litter (AM)
Daily	Dust building surfaces (AM & PM)
Daily	Dust mop or sweep (AM)
Daily	Damp mop freight car (AM & PM)
Daily	Vacuum completely (AM& PM)
Daily	Remove carpet stains (As required)
DAILY	Wipe finger prints and smudges with dry clothe (NO STAINLESS STEEL CLEANER TO BE USED)
Daily	Clean elevator door tracks (PM)
weekly	Shampoo / Extract carpet / Dry clean

9. MECHANICAL AREAS

FREQUENCY	TASK
Daily	Police litter
Daily	Empty trash, replace liners
Daily	Spot sweep / Spot dust mop
Daily	Spot mop
Weekly	Sweep or dust mop
Weekly	Damp mop all hard surface areas
Monthly	Dust low and high reach areas
NOTE:	SEE LOCKER ROOM AND RESTROOM CLEANING SPECIFICATIONS SINCE SOME MECHANICAL AREAS HAVE LOCKERS AND RESTROOMS.

10. STAIRS (DAY SHIFT)

FREQUENCY	TASK
Daily	Police litter
Daily	Dust mop, spot clean walls, rails, and ledges
Weekly	Dust mop and damp mop
Weekly	Dust all low and high reach areas

11. DOCK, RAMP AREA

FREQUENCY	TASK
Daily	Police litter

Daily	Sweep or dust mop
Daily	Spot clean building surfaces
Daily	Dust low reach surfaces
Daily	Spot mop all hard surface areas
Daily	Empty trash and replace liners
Weekly	Dust all high reach areas
Monthly	Spot clean walls

Quarterly Machine scrub or power wash
Semi-annually Machine scrub and seal upper dock area
Note: THESE AREAS SPECIFICATIONS SHOULD BE COORDINATED BETWEEN ALL SHIFTS

12. PLAZA, SIDEWALKS, AND LANDSCAPED AREAS

FREQUENCY	TASK
Daily	Police litter
Daily	Empty and damp wipe ashtrays, replace sand
Daily	Remove trash, replace liners, spot clean trash containers
Daily	Clean seating areas
Daily	Spot clean doors, glass and walls
Daily	Clean and scrub pigeon area, food stains and plaza surface
Daily	Sweep all revolving door floors throughout the day
Daily	Sweep / machine sweep plaza area / power wash as needed
Daily	Power wash all areas Spring-Autumn
NOTE:	THESE AREA SPECIFICATIONS SHOULD BE COORDINATED BETWEEN ALL THE SHIFTS.

13. ESCALATORS

FREQUENCY	TASK
Daily	Police litter (AM & PM)
Daily	Dust handrails (AM & PM)
Daily	Damp mop escalator (PM)
Weekly	Machine clean/detail escalator (PM)

SPECIAL INSTRUCTIONS:

Daily performance of services shall not be performed on the weekend or on holidays designated by the Court.

Windows: Exterior, every six (6) months/Interior, every six (6) months.

EXHIBIT A (2) - CLEANING SPECIFICATIONS FOR THE LINCOLN HALL OF JUSTICE.

EXHIBIT A - CLEANING SPECIFICATIONS

1. LOBBY AREA

FREQUENCY	TASK
Daily	Spot clean all walls, switches, door signs and directories
Daily	Vacuum clean walk off mats
Daily	Dust mop entire floor
Daily	Mop floor in high-traffic areas
Daily	Machine scrub and buff lobby floor at entrances
Daily	Dust all reach areas
Daily	Dust and clean seating areas
Daily	Dust and damp wipe information desk surfaces and security tables
Daily	Dust and damp wipe window sills
Daily	Sweep revolving door floors throughout the day
Daily	Vacuum elevator cabs, including tracks
Weekly	Clean elevator tracks
Weekly	Clean revolving doors top to bottom and inside/outside
Weekly	Clean / Extract walk off mats
Weekly	High dust columns and elevator curtain walls
Weekly	Machine Scrub and buff lobby floor (DO NOT WAX MARBLE FLOORS)
Monthly	Vacuum and clean window sills, floor corners and induction units

2. OFFICE AREAS, COMPUTER ROOMS AND COURTROOMS

FREQUENCY	TASK
Daily	Empty trash receptacles
Daily	Spot clean walls, switches, phones and doors
Daily	Dust and spot clean Judges Bench, jury seating, furniture fixtures, telephones, seals/emblems, equipment and accessories
Daily	Vacuum traffic lane areas

Daily	Dust mop non-carpeted floors
Daily	Spot mop non-carpeted floors
Daily	Spot clean carpeted areas
Daily	Remove all collected trash
Weekly	Vacuum completely edges, corners, and hidden areas
Weekly	Damp mop all non carpeted floors completely
Weekly	Dust all reach areas
Weekly	Dust sills, ledges, pictures, molding, shelves, frames, vents and cabinets
Bi-Weekly	Machine scrub and buff all hard surface flooring
Monthly	Thoroughly dust and vacuum all flags
Monthly	Thoroughly clean and wipe down judges bench and wood fixtures
Quarterly	Machine scrub and refinish floors, allow time to dry, then buff
Semi-Annually	Dust, clean and vacuum induction units
Annually	Strip and refinish heavy traffic areas
Annually	Shampoo / Extract / Dry Clean carpeted areas

3. PUBLIC AND SEMI-PRIVATE RESTROOMS

FREQUENCY	TASK
Daily	Police litter
Daily	Clean and sanitize fixtures, including all porcelain finishes
Daily	Clean mirrors and counters
Daily	Polish chrome
Daily	Mop floors
Daily	Spot clean and wipe partitions
Daily	Check dispensers, refill as needed
Daily	Spot clean seating and benches
Daily	Empty trash and replace liners
Daily	Spot clean walls and doors
Weekly	Dust / Clean ceiling vents and HVAC louvers
Monthly	Machine scrub and refinish floors
Monthly	Wash all tile walls

4. PRIVATE OFFICES & JUDGES RESTROOMS

FREQUENCY	TASK
Daily	Police litter
Daily	Clean and sanitize fixtures, including all porcelain finishes
Daily	Clean mirrors and counters
Daily	Polish Chrome
Daily	Mop floors
Daily	Refill dispensers
Daily	Empty trash and replace liners
Daily	Spot clean walls and doors
Weekly	Dust / Clean ceiling vents

Quarterly Scrub wash ceramic walls and floors

5. LOCKER ROOMS

FREQUENCY	TASK
Daily	Police litter
Daily	Remove trash and replace liners
Daily	Clean and sanitize fixtures, including all porcelain finishes
Daily	Spot clean walls, doors and switches
Daily	Spot clean all horizontal and vertical surfaces removing smudges and stains
Daily	Refill dispensers
Daily	Dust all low reach areas
Weekly	Dust mop or sweep all hard surface areas
Weekly	Clean and disinfect shower floors, walls, and fixtures
Weekly	Dust all high reach areas
Quarterly	Buff all hard surface areas
Semi-annually	Machine scrub and top coat flooring Strip and refinish flooring

6. JANITOR CLOSETS, STORAGE & WORK AREAS

FREQUENCY	TASK
Daily	Police litter
Daily	Clean and arrange all equipment
Daily	Empty vacuum cleaner bags and check belts
Daily	Sweep or dust mop
Daily	Damp mop
Daily	Dust and spot clean building surfaces

7. PUBLIC CORRIDOR AREAS

FREQUENCY	TASK
Daily	Police litter
Daily	Vacuum carpet
Daily	Dust mop hard surface areas
Daily	Spot clean carpet
Daily	Damp mop hard surface areas
Daily	Clean and polish all bright work
Daily	Clean water fountains
Daily	Dust and clean seating areas
Daily	Dust all low and high reach areas
Daily	Empty and spot clean all trash receptacles
Daily	Dust and spot clean building surfaces
Daily	Dust and clean public phone areas
Daily	Vacuum and spot clean walk off mats
Weekly	Machine scrub and buff all hard surface flooring

Weekly	Dust all high areas
Weekly	Clean / Extract walk off mats
Quarterly	Dust, Clean and vacuum induction units
Quarterly	Clean / Extract Carpet

8. ELEVATORS (ALL SHIFTS)

FREQUENCY	TASK
Daily	Police litter (AM)
Daily	Dust building surfaces (AM & PM)
Daily	Dust mop or sweep (AM)
Daily	Damp mop freight car (AM & PM)
Daily	Vacuum completely (AM& PM)
Daily	Remove carpet stains (As required)
DAILY	Wipe finger prints and smudges with dry clothe (NO STAINLESS STEEL CLEANER TO BE USED)
Daily	Clean elevator door tracks (PM)
weekly	Shampoo / Extract carpet / Dry clean

9. MECHANICAL AREAS

FREQUENCY	TASK
Daily	Police litter
Daily	Empty trash, replace liners
Daily	Spot sweep / Spot dust mop
Daily	Spot mop
Weekly	Sweep or dust mop
Weekly	Damp mop all hard surface areas

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Monthly Dust low and high reach areas

NOTE: SEE LOCKER ROOM AND RESTROOM CLEANING SPECIFICATIONS SINCE SOME MECHANICAL AREAS HAVE LOCKERS AND RESTROOMS.

10. STAIRS (DAY SHIFT)

FREQUENCY	TASK
Daily	Police litter
Daily	Dust mop, spot clean walls, rails, and ledges
Weekly	Dust mop and damp mop
Weekly	Dust all low and high reach areas

11. DOCK, RAMP AREAS & RECEIVING ROOM

FREQUENCY	TASK
Daily	Police litter

Daily	Sweep or dust mop
Daily	Spot clean building surfaces
Daily	Dust low reach surfaces
Daily	Spot mop all hard surface areas
Daily	Empty trash and replace liners
Weekly	Dust all high reach areas
Monthly	Spot clean walls

Quarterly	Machine scrub or power wash
Semi-annually	Machine scrub and seal upper dock area

Note: THESE AREAS SPECIFICATIONS SHOULD BE COORDINATED BETWEEN ALL SHIFTS

12. PLAZA, SIDEWALKS, AND LANDSCAPED AREAS

FREQUENCY	TASK
Daily	Police litter
Daily	Empty and damp wipe ashtrays, replace sand
Daily	Remove trash, replace liners, spot clean trash containers
Daily	Clean seating areas
Daily	Spot clean doors, glass and walls
Daily	Spot clean and scrub pigeon area, food stains and plaza surface
Daily	Sweep all revolving door floors throughout the day
Daily	Sweep / machine sweep plaza area / power wash as needed
Daily	Power wash all areas Spring-Autumn
NOTE:	THESE AREA SPECIFICATIONS SHOULD BE COORDINATED BETWEEN ALL THE SHIFTS.

SPECIAL INSTRUCTIONS:

Daily performance of services shall not be performed on the weekend or on holidays designated by the Court.

Windows: Exterior, every six (6) months/Interior, every six (6) months.