

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: June 1, 2015

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 and the Lincoln Hall of Justice. 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 Frank Murphy Hall of Justice

The Frank Murphy Hall of Justice (FMHJ) is a single tower building which is owned by Wayne County. It currently houses approximately 460 people, including elected officials and employees of the Court’s Criminal Division, 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 Street, Detroit, MI. It occupies approximately one city block. It 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	Carpet, black slate, and tile
Restrooms	at least 48 public/staff, 28 chambers, 44 jury, 8 office, and 2 Jury Assembly Rooms
Janitor Sinks	24
Other Hand Sinks	various offices
Venetian/Vertical Blinds	various offices
Stairwells	3
Elevators	5 Public, 1 freight, 2 private (employers), and 2 prisoner
Escalators	2 sets spanning three floors
Drinking fountains	12 (28 “unused” in courtrooms)
Entrance Ways	1 Controlled Access

2. The Lincoln Hall of Justice

The Lincoln Hall of Justice (LHJ) complex consists of three buildings (Buildings A, B, and C). It is owned by Wayne County. The LHJ currently houses approximately 450 people, including elected officials and employees of the Court’s Juvenile Division, the Wayne County Clerk, the Wayne County Sheriff, the Wayne County Prosecutor, the Michigan Attorney General, 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 LHJ buildings daily.

Building A

Frequency	Monday – Friday
Restricted Area	Prisoner holding cells, Basement, and other floors
Number of Floors	Four
Total Square Feet	82,728
Floor Finishes	Carpeting, terrazzo tile, VCT, ceramic tile, and concrete
Restrooms	estimate of 18 conventional and 16 prisoner facilities
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
Total Square Feet	101,857
Floor Finishes	Carpeting, terrazzo tile, VCT, ceramic tile, and concrete
Restrooms	estimate 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
Total Square Feet	18,700
Floor Finishes	Carpeting, terrazzo tile, VCT, ceramic tile, and concrete

Restrooms	estimate 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-responsive and will eliminate the Bidder from further consideration for the award with respect to that Building. The schedule is as follows:

Site Visit with Approximate Times:

Wednesday, June 17, 2015 at 9:00 a.m. Lincoln Hall of Justice, 1025 Forest

Tuesday, June 16, 2015 at 9:00 a.m. 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 4:00 p.m., Wednesday, June 24, 2015.**

The Court will respond in writing via e-mail no later than **4:30 p.m., Wednesday, July 1, 2015**. If pertinent to all Bidders, inquiry responses will be posted 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 three (3) copies must be delivered to the Office of the Executive Court Administrator, Third Circuit Court, 711 Coleman A. Young Municipal Center, Two Woodward Avenue, 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 both of the identified mailing and e-mail addresses on or before 4:00 p.m. on Monday, July 20, 2015. 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 1, 2015**. It is anticipated that work under any contract that may be awarded would commence on **October 19, 2015**.

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 the new date(s) on its website.

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 Proposals. No Proposal may be withdrawn after the deadline for submission.
5. **COMPLIANCE WITH LAWS:** The Bidder must comply with all federal, state, and local laws and policies.
6. **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.

7. **WITHDRAWAL OF RFP:** The Court reserves the right to withdraw the RFP. The Court may waive informalities, if it is in the Court's interest.
8. **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 a 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; and/or
 - 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.
9. **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.
10. **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 selected 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 revision 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.
11. **CONTRACT NEGOTIATION:** All Proposals must be firm for at least ninety (90) days from the date of the Proposal.
12. **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 actually award 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 five (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/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.

13. **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.

14. **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 costs 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 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.

15. **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 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.

Bidder 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; and
 - 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 upon the factors, 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 numbers, and e-mail address of the individual who will be the designated contact for your organization for subsequent

communications in reference to this RFP. 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:
 - i. Three years of janitorial experience under its current organizational structure or key management personnel must have at least three years management experience in janitorial services;
 - ii. One contract that required a minimum staffing level of at least 20 employees providing janitorial services on a three-shift basis (note: on-call services will not be considered in lieu of a first, second, and third shift); and
 - iii. Have performed janitorial services in a public facility of at least 400,000 square feet in a 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 three-shift basis.
- b. List current and past (within three 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 five 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 and the attached exhibits 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 specify the total number of employees assigned to perform services 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 Exhibit A and any unscheduled work that staff may be required to perform 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 October 19, 2015.
- 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.
 - i. Provide details supporting that fee, including the wage scale paid to the employees whom the Bidder will use to implement this contract.
 - ii. The Proposal shall also state what portion of the fee shall be allocated to the FMHJ and the LHJ.
 - iii. State how you will determine the cost of unscheduled services that may be ordered performed in writing by the Court.
- b. Bidders are encouraged to submit Proposals for the delivery of janitorial services for both Buildings and preference will be given to those Bidders whose Proposals are for both the FMHJ and the LHJ. The Court will accept Proposals for the delivery of janitorial services to only one of the two Buildings, however, the various Buildings of the LHJ may not be bid separately.

- 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. This includes:
 - i. All labor supervision, quality assurance personnel, equipment, and tools.
 - ii. 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, and all other forms of paper products expected to be used in this service industry, rags, polish, and lubricants.
 - iii. Costs associated with the replacement, as necessary, of bathroom fixtures: toilet paper holders, sanitary napkin receptacles, hand towel dispensers, and toilet seat cover dispensers.
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 the Contract that is awarded as Exhibit C.
 - b. The Quality Control Program shall:
 - i. Detail how all requirements of the Contract are provided as specified, including performance of the scope of work set forth in Exhibit A.
 - ii. 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.
 - iii. Describe the type of equipment that will be utilized and provide specification sheets for the equipment.
 - iv. Describe plans for correcting performance problems and any other staffing information relevant to an understanding of your firm's planned performance of the Agreement.
 - v. Provide your company's procedures and plans for dealing with biohazard elements and emergencies.
7. Exceptions: Each Bidder shall detail any exceptions to any terms and all conditions listed in this RFP or form of contract set forth in Section II of it. Each exception must reference a corresponding section, page, and paragraph. It shall provide a detailed explanation as to why the Bidder cannot meet the requirement or why the requirement is not applicable to the 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 County-based business enterprises. Bidders should provide their 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. Describe, if applicable, your (including any Subcontractor's) labor relations history with your unions for the past five years, including any strikes, walkouts, or other labor disputes.
10. Additional Information: Identify any additional information that you consider relevant to the purposes of this Proposal which has not been specifically addressed.
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 discussion regarding the implementation schedule and strategy prior to award of the Contract.
14. Proposal Response: Bidder shall respond to each of the items listed in this RFP. 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 RFP.

SECTION II – FORM OF CONTRACT

This Agreement is made and entered into between the Third Judicial Circuit Court of Michigan (“Court”) and _____, the successful Bidder, (“Contractor”) for those professionally operated cleaning and related services described in Appendix A, which is attached to and incorporated in this Contract, which shall be performed at the Frank Murphy Hall of Justice (“FMHJ”) and the Lincoln Hall of Justice (“LHJ”)(or collectively the “Buildings”), located in Detroit, MI.

In consideration of the covenants herein contained, the 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) in a satisfactory manner, as determined within the sole discretion of the Court. The Court may, in a writing signed by the Executive Court Administrator or designee, require the Contractor to perform unscheduled janitorial services that are needed due to unexpected occurrences that 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 established by the Court and in accordance with the Scope of Work set forth in Exhibit A and any changes subsequently agreed to in writing by the Parties.
 - 1.04 In the performance of this Contract, the Contractor, at its sole cost, shall:
 - 1.04.1 Provide all labor, supervision, quality assurance personnel, equipment, and tools that are necessary to perform the work under this Contract.
 - 1.04.2 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, and all other forms of paper products expected to be used in this service industry, rags, polish, and lubricants.
 - 1.04.3 Replace, as necessary, bathroom fixtures: toilet paper holders, sanitary napkin receptacles, hand towel dispensers, and toilet seat cover dispensers.
 - 1.04.4 Enter into an agreement with the Court as to the amount it may charge for feminine napkins and children's diaper products. The charge shall be a nominal fee which the Contractor may use to offset the cost of the products. The quantity of product sold and funds collected must be reported to the Court on a monthly basis.
 - 1.05 The Contractor shall maintain the staffing levels described in its Janitorial Staffing Plan, attached as Exhibit B.
 - 1.06 The Contractor shall comply with its Quality Control Program attached hereto as Exhibit C.
 - 1.07 The Contractor, including its Subcontractors, at its sole costs, 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 The 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 the Court. The Court shall reserve the right to instruct the 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, the Contractor shall have sole control, supervision, direction, and responsibility over its employees or subcontractors and the means and manner 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 under this Contract are qualified and authorized to perform the services under the federal, state, and local laws and governing professional association rules where the employee is employed or subcontract executed.
- 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. The employees of the Contractor or its Subcontractors who perform work in the LHJ shall have clearances submitted to the Department of Human Services and the Michigan State Police Criminal History by the Deputy Court Administrator – Juvenile Division. A certificate shall be furnished upon request to the Court, describing the investigation made and its results. The employees of the Contractor or its Subcontractors who perform work in the FMHJ shall submit to and pass a fingerprint check through the Office of the Deputy Court Administrator – Criminal Division prior to beginning work. The Contractor shall be responsible for any fees associated with any of the background checks required under this section. If information indicating unsuitability of an individual for employment is detected by the Court or the Contractor, such individual must not be employed. The Contractor shall, upon request, furnish to the Court any records relating to the Contractor’s employees assigned to the FMHJ or LHJ, including, but not limited to, payroll records.
- 2.04 The Contractor, at its own expense, shall furnish each of its employees or subcontractors an identifying garment and identification badge. The color and design of the garment and badge shall be subject to the prior written approval of the Court. All of Contractor’s hourly employees or subcontractors engaged in providing the services shall be required to wear such garment at all times during the performance of their duties. Contractor shall insure that all uniforms are maintained in a neat and clean condition.
- 2.05 At the Court’s request and in conformity with any existing union contract, the Contractor shall remove from the Buildings any of the Contractor’s employees or subcontractors who are unsatisfactory to the Court. Any of the Contractor’s employees or subcontractors found to have stolen money or to 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 The Contractor shall reimburse the Court for property damage caused by the Contractor’s employees or subcontractors.

- 2.07 The Contractor shall submit to the Court a list of names of all employees or subcontractors who are to perform under this Contract.
 - 2.07.1 Employees of the Contractor shall be required to sign in and out of the Buildings in which they perform services. The Contractor shall maintain a record of the attendance of its employees or subcontractors. The employee/subcontractor attendance record shall be provided to the Court upon request, but in any event, every six months.
 - 2.07.2 Employees or subcontractors 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.
 - 3.01.1 On a daily basis, the Contractor, through a Contract 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.
 - 3.01.2 In addition, the Contractor must have on staff at the work site at all times during the performance of the services, at least one (1) Shift Supervisor during each shift.
- 3.02 The Contractor must provide and maintain, at its own expense, 24-hour direct cell phone communication between Resident Managers and the Deputy Court Administrators or their designees.
 - 3.02.1 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. The 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.
 - 3.02.2 The Deputy Court Administrators shall be notified of all accidents or occurrences which arise out of or in connection with its operations setting forth such details required by law, industry practice, or other requirements. In addition, if death, 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 the Contractor arising out of any accident or injury on the premises, the Contractor will promptly report such claim in writing to the Executive Court Administrator. In addition, the Contractor will promptly

furnish the Executive Court Administrator with copies of all reports given to the Contractor's insurance carrier.

- 3.02.3 The 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 other similar means. The 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.
- 3.03 The Contractor shall formulate a Janitorial Staffing Plan that shall be attached to this Contract as Exhibit B. The Plan must conform to the provisions of the Contractor's Proposal, unless otherwise agreed to in writing by the Parties. The Janitorial Staffing Plan shall include:
 - 3.03.1 The total number of employees proposed and the total number of employees assigned to perform services at each Building.
 - 3.03.2 For each Building, the number of employees per staff level (e.g. manager, supervisor, and janitorial staff) and a designation of each employee's function.
 - 3.03.3 A summary to show the anticipated staffing schedules by each shift and each day of the week that demonstrates the performance of the work set forth in Exhibit A.
 - 3.03.4 An organizational chart showing the proposed staffing plan.
- 3.04 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.
- 3.05 All services and activities of the Contractor shall be performed at times designated by or satisfactory to the Court in accordance with the tasks/frequency schedule set forth in Exhibit A.
 - 3.05.1 As set forth in a schedule to be drafted by the Contractor and subject to approval by the Court, the services shall be performed in such a manner as to not disrupt normal operations in the Building, including court proceedings.
 - 3.05.2 The 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.
 - 3.05.3 If special circumstances exist, as determined by the Deputy Court Administrator, that prevent services from being performed when ordinarily

scheduled, the Contractor shall make its best efforts to have the services performed in the same day.

- 3.06 All equipment, materials, and supplies used by the Contractor in the performance of services will be of such quality as to meet the required performance standards for that service. They will be used and/or operated in such a manner as to not cause wear, tear, marring, or otherwise have a harmful effect upon any property within the Buildings.
 - 3.06.1 The Contractor shall indicate in writing issued to the Court what cleaning materials and supplies will be used in the performance of the Contract and notify the Court of any changes in the approved materials and supplies.
 - 3.06.2 If at any time, in the opinion of the Court, the Contractor uses any improper equipment, materials, or supplies in furnishing services under the Contract, the 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 the use of such equipment, materials, and/or supplies, as may be specified in such notice.
- 3.07 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.
- 3.08 The Contractor agrees that representatives of the Court are entitled to make periodic inspections to ascertain that the Contractor is properly performing the services provided in this Contract. 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 Administrator, shall issue the respective Resident Manager a written corrective action request, specifying the observed deficiency. The Contractor agrees to promptly remedy and correct any reported deficiencies within 24 hours of notification by the Court.
- 3.09 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 and policing reports, and accident and injury reports.
- 3.10 The Contractor and the Court shall use a notebook (“Cleaning Control Book”) or other method as determined by the 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 the Court from Tenants, non-cleaning repairs needed in the Building, specific cleaning requests, *et cetera*.

- 3.11 The Court shall provide the Contractor with such offices, storage facilities, and staging areas as necessary for the performance of its duties.
- 3.12 The 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 the operations covered by this Contract or accruing out of the performance of such operations.
- 3.13 The Contractor's activities shall be subject to conditions of the Court's security procedures, which shall be explained to the Contractor 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 The Court shall pay the Contractor an annual fee of _____.
- 4.02 The Court shall also pay the Contractor a fee for unscheduled work based on a rate of _____.
- 4.03 The 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 the Contractor to the Court. Invoices must be submitted no later than the 20th of the following month of actual activity. The invoice shall allocate what part of the fee is attributable to a particular building. The Contractor must submit monthly progress reports indicating the Contractor's activities during the month that are signed by an authorized office of the Contractor with the monthly invoice.
- 4.04 The annual fee or fee for unscheduled work shall be inclusive of all costs or expense of whatever nature as provided in the Contract incurred by 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. It shall automatically renew for three extensions of three-year terms unless one or both parties provide written notice of intent to terminate the Contract at least 120 days prior to the expiration of the term.

- 5.02 Notwithstanding section 5.01, either party shall have the right, at its sole discretion, 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, upon providing a proper invoice pursuant to section 4.03. 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 the services are terminated.
- 5.04 After receiving or sending a Notice of Termination and except as otherwise directed by the Court, the Contractor must:
- 5.04.1 Stop work under the Contract on the date of termination stated in the Notice to the extent specified in the Notice of Termination.
 - 5.04.2 Obligate no additional contract funds for payroll costs or other costs beyond the termination date.
 - 5.04.3 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.
 - 5.04.4 Submit within thirty (30) days of the termination date, a final report of receipts and expenditures of funds arising out of this Contract.
 - 5.04.5 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 that is not terminated.
 - 5.04.6 Terminate all orders and subcontracts to the extent that they relate to the portion of the work terminated.
 - 5.04.7 Submit within thirty (30) days a listing of all creditors, subcontractors, lessors, and other parties with whom 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:
- 6.01.1 Employee Dishonesty Insurance endorsed to include Clients’ Property insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate.
 - 6.01.2 Workers’ Compensation Insurance which satisfies Michigan statutory requirements and Employers’ Liability Insurance with a minimum limit of \$500,000.

- 6.01.3 Commercial General Liability Insurance with minimum limits of \$2,000,000 per occurrence and \$2,000,000 aggregate for property damage and bodily injury.
- 6.01.4 If an automobile is required to successfully complete the terms of this Contract, Commercial Automobile Liability Insurance (including hired and non-owned vehicles) with minimum combined single limits of \$1,000,000 per occurrence and aggregate.
- 6.01.5 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, change conditions or other pertinent factors, should, in the reasonable judgment of the Court, render the existing insurance limits inadequate, the Contractor will furnish on demand such additional coverage as may reasonably be required and available under the circumstances. The Contractor must provide proof of valid and enforceable policies that are issued by recognized, responsible Michigan insurers that 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 thirty (30) days prior written notice from the Contractor to the Court.
- 6.04 The Contractor shall furnish, or cause to be furnished: certificates of insurance to the Court prior to or upon the execution of this Contract. The certificates of insurance shall identify each of the coverage types and policy limits described above in section 6.01.
- 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 or elected officials possess as provided by statute or as modified by court decisions.
- 6.06 Wayne County shall be deemed a third-party beneficiary to the Contractor's obligations under Article 6 of this Contract.

7. INDEMNIFICATION

- 7.01 The Contractor shall hold the Court and Wayne County harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including, but 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:
 - 7.01.1 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.

- 7.01.2 Any failure by the Contractor, or any of its employees, subcontractors, or agents, 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, subcontractors, or agents of the Contractor use in performance of 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, subcontractors, or agents 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), subcontractors, or agents of the Contractor while working on this Contract. The Contractor agrees to hold the Court and Wayne County harmless from any such claim by the Contractor's employees, subcontractors, or agents.
- 7.04 The indemnity provisions of this Article shall not be deemed a waiver of sovereign or governmental immunity that the Court or Wayne County, their respective agencies, or employees or elected officials possess as provided by statute or modified by court decision.
- 7.05 Wayne County shall be deemed a third-party beneficiary to the Contractor's obligations under Article 7 of the Contract.

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:
 - 8.01.1 The 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 and related services, as to which the Court is entitled to insist upon performance solely by the Contractor.
 - 8.01.2 The 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:
 - 8.01.2.1 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;

8.01.2.2 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

8.01.2.3 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.

8.01.3 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 the Contractor as debtor-in-possession assume or reject under this Contract in a shorter time than is provided for in 11 U.S.C. §365 is reasonable, so long as the trustee or the Contractor receives no less than five (5) business days' notice.

8.01.4 If this Contract is terminated during bankruptcy proceedings or if the trustee or the Contractor as 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 party's 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 MAERIAL CHANGES

9.01 The Contractor must immediately inform the Court of material changes in its operation, ownership, or financial condition.

9.02 Material changes include, but are not limited to:

9.02.1 Reduction or change in staffing assigned to the performance of the Contract.

9.02.2 Decrease in or cancellation of insurance coverage.

9.02.3 Delinquent payment or nonpayment of tax obligations.

9.02.4 Delinquent payment or nonpayment of payroll obligations.

9.02.5 Delinquent funding or non-funding of pension or profit sharing plans.

9.02.6 Delinquent payment or nonpayment of subcontractors.

9.02.7 Termination of or changes to subcontracts.

- 9.02.8 Transfer, sale, assignment, or delegation to an entity other than the Contractor of ownership or administrative services.
- 9.02.9 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 CFR 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 (1976 PA 453); and the Persons with Disabilities Civil Rights Act (1976 PA 220).
- 10.02 The Contractor or its subcontractors must not directly or indirectly in connection with the performance of this Contract:
 - 10.02.1 Refuse to recruit, hire, employ, or 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.
 - 10.02.2 Limit, segregate, or classify an employee or applicant for employment in a way that 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 orientation 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, 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:
- 11.01.1 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;
 - 11.01.2 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 connection 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;
 - 11.01.3 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 11.01.2. above; and
 - 11.01.4 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 Article 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 change 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 Article, 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 The 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. The Contractor may decide the method and frequency by which it determines the eligibility of its principals.

- 11.07 Nothing contained in the preceding sections of this Article shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Article. The knowledge and information of the 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 the 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 Contract for cause or default.
- 11.09 The Contractor hereby certifies and represents that neither it nor any of the other members of its governing body, management, employees, or agents is on the list created pursuant to U. S. Presidential Executive Order 13224 (Executive Order”) and related regulation of the Office of Foreign Assets Control (“OFAC”) of the U. S. Department of 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 of any person or entity on the list identified in section 11.09 above.
- 11.11 The Contractor further acknowledges its obligation to remain in compliance with existing and future regulations promulgated by OFAC throughout the term of this Contract.

12. NOTICES

- 12.01 Any notice required or permitted to be given by one party to the other under this Contract shall be in writing. It shall be given and deemed to have been served if delivered in person to the address specified in sections 12.02 and 12.03 of this Article. If mailed, the notice must be sent by certified mail, return receipt requested. The effective date of the notice will be as follows: if hand-delivered, the date of delivery; or if mailed, the date of delivery written on the return receipt.
- 12.02 The address of the Court for all purposes and notices under this Contract shall be:

**The Office of the Executive Court Administrator
The Third Circuit Court of Michigan
Two Woodward Avenue
711 Coleman A. Young Municipal Center
Detroit, MI 48226**

- 12.03 The address of the Contractor for all purposes and notices under this Contract shall be:

Address to be included once Contractor is selected

12.04 From time-to-time, either party may update its address for all purposes of this Contract by giving the other party notice of at least ten (10) days of such address change.

13. MISCELLANEOUS

13.01 ASSIGNMENTS: The Contractor shall not assign this Contract or any part of this Contract or subcontract any of the work or services to be performed under this Contract without the prior consent of the Court.

13.02 AMENDMENTS: This Contract may not be altered, changed, or amended, except by a written instrument signed by both parties to this Contract.

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 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 County 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 the Contractor by the Court or acquired by the Contractor in the course of performing the services for the 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 of such an event, 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 to this Contract. All Exhibits are incorporated into this Contract 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. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated into it.

13.08 CHANGES IN SCOPE/SERVICE – MODIFICATIONS

13.08.1 The 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 a Change Order or Contract Amendment.

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

13.08.3 The 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 profits of subcontractors, if any.

13.08.4 The 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.

13.08.5 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 for 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 the term. No waiver of any breach affects or alters this Contract, but every term of this Contract remains effective with respect to any other existing or subsequent breach.

13.10 SURVIVABILITY: Article 7 (Indemnification), Article 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 any other provision 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 to 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 to it constitute the full understanding between the Court and the Contractor as of the date of execution of this Contract.

IN WITNESS WHEREOF, the Parties execute this Contract effective the day and year set forth below.

For the Third Circuit Court of Michigan:

Hon. Robert J. Colombo, Jr.
Chief Judge
Date: _____

For the Contractor:

Name
Title
Date: _____

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EXHIBITS BEGIN ON PAGE 30

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

1. Lobby

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	Vacuum carpeted 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 windowsills
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 to outside
Weekly	Clean and extract walk-off mats
Weekly	High dust columns and elevator curtain walls
Weekly	Machine scrub and buff lobby floor
Monthly	Vacuum and clean windowsills, floor corners, and induction units
Monthly	Shampoo, extract, and dry clean carpeted areas

2. Office Areas, Computer Rooms, and Courtrooms

Frequency	Task
Daily	Empty trash receptacles
Daily	Spot clean walls, switches, telephones, and doors
Daily	Dust and spot clean Judges' Benches, jury seating, furniture fixtures, telephones, seals/emblem, 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' Benches 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 floors in heavy traffic areas
Annually	Shampoo, extract, and 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 and Judicial 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	Check dispensers, refill as needed
Daily	Empty trash and replace liners
Daily	Spot clean walls and doors
Weekly	Dust/clean ceiling vents and HVAC louvers
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	Check dispensers, refill as needed
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
Annually	Strip and refinish flooring

6. Janitor Closets, Storage, and 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. Replace liners
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 and extract carpets

8. Elevators (All Shifts)

Frequency	Task
Daily	Police litter (AM)
Daily	Dust building surfaces (AM and PM)
Daily	Dust mop or sweep (AM)
Daily	Damp mop freight car (AM and PM)
Daily	Vacuum completely (AM and PM)
Daily	Remove carpet stains (As required)
Daily	Wipe fingerprints and smudges with dry cloth (NO STAINLESS STEEL CLEANER TO BE USED)
Daily	Clean elevator door tracks (PM)
Weekly	Shampoo and 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
Quarterly	Machine scrub or power wash dock area
Semi-annually	Machine scrub and seal upper dock area
Note:	THESE AREA SPECIFICATIONS SHOULD BE COORDINATED BETWEEN ALL SHIFTS
As Needed:	Apply salt to prevent ice buildup. Upon an accumulation of 2” of snow, shovel/clear snow.

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 SHIFTS
As Needed:	Apply salt to prevent ice buildup. Upon an accumulation of 2” of snow, shovel/clear snow.

13. Escalators

Frequency	Task
Daily	Police litter (AM and PM)
Daily	Dust handrails (AM and 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 LINCOLN HALL OF JUSTICE

1. Lobby

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 windowsills
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 to outside
Weekly	Clean and extract walk-off mats
Weekly	High dust columns and elevator curtain walls
Weekly	Machine scrub and buff lobby floor (DO NOT WAX MARBLE FLOOR)
Monthly	Vacuum and clean windowsills, floor corners, and induction units

2. Office Areas, Computer Rooms, and Courtrooms

Frequency	Task
Daily	Empty trash receptacles
Daily	Spot clean walls, switches, telephones, and doors
Daily	Dust and spot clean Judges' Benches, jury seating, furniture fixtures, telephones, seals/emblem, 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' Benches 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 floors in heavy traffic areas
Annually	Shampoo, extract, and 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 and Judicial 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	Check dispensers, refill as needed
Daily	Empty trash and replace liners
Daily	Spot clean walls and doors
Weekly	Dust/clean ceiling vents and HVAC louvers
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	Check dispensers, refill as needed
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 topcoat flooring
Annually	Strip and refinish flooring

6. Janitor Closets, Storage, and 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. Replace liners
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	Dust, clean, and vacuum induction units
Quarterly	Clean and extract carpets

8. Elevators (All Shifts)

Frequency	Task
Daily	Police litter (AM)
Daily	Dust building surfaces (AM and PM)
Daily	Dust mop or sweep (AM)
Daily	Damp mop freight car (AM and PM)
Daily	Vacuum completely (AM and PM)
Daily	Remove carpet stains (As required)
Daily	Wipe fingerprints and smudges with dry cloth (NO STAINLESS STEEL CLEANER TO BE USED)
Daily	Clean elevator door tracks (PM)
Weekly	Shampoo and 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
Quarterly	Machine scrub or power wash dock area
Semi-annually	Machine scrub and seal upper dock area
Note:	THESE AREA SPECIFICATIONS SHOULD BE COORDINATED BETWEEN ALL SHIFTS
As Needed:	Apply salt to prevent ice buildup. Upon an accumulation of 2” of snow, shovel/clear snow.

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 SHIFTS
As Needed:	Apply salt to prevent ice buildup. Upon an accumulation of 2” of snow, shovel/clear snow.

Special Instructions:

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