STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **11**

to

Contract Number **071B1300158**

CONTRACTOR	
	KONE INC
	5300 SW Clay Ave.
	Grand Rapids, MI 49548
	Ryan Gold
	734-678-0520
	ryan.gold@kone.com
	*******7423

STATE			
	Program Manager	Michael Noonan	MULTI
		810-760-2051	
		noonanm@Michigan.gov	
	Contract Administrator	Yvon Dufour	DTMB
		(517) 284-6996	
		dufoury@michigan.gov	

CONTRACT SUMMARY			
ELEVATOR MAINT. SERVICES MRO MULTIPLE AGENCIES			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
December 15, 2010	November 30, 2015	1 - 1 Year	November 30, 2016
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
		N/A	
ALTERNATE PAYMENT OPTIONS		**EXTENDED PURCHASING**	
☐ P-Card ☐ Direct Voucher (DV) ☐ Other		☐ Yes	☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☒	9 months	August 30, 2017
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$1,284,770.00	$200,000.00	$1,484,770.00		

DESCRIPTION

Effective 10/25/2016, this contract is extended nine (9) months; and is increased by $200,000. The revised contract expiration date is 8/30/2017. All other terms, conditions, specifications, and pricing remain the same. Per DTMB request, DTMB Procurement approval, and State Administrative Board approval on 10/25/2016.

Form No. DTMB-3521 (Rev. 10/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

PROCUREMENT

525 W. ALLEGAN STREET
LANSING, MI 48933

P.O. BOX 30026
LANSING, MI 48909

CHANGE NOTICE NO. 10
to
CONTRACT NO. 071B1300158
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Kone Inc	Ryan Gold	Ryan.gold@kone.com
5300 SW Clay Ave.	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Grand Rapids MI, 49548	734-678-0520	*****7423

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	**DTMB**	various	810-760-2051	various
CONTRACT ADMINISTRATOR	DTMB	Yvon Dufour	(517) 284-6996	dufoury@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Elevator Maint. Services Mro Multiple Agencies			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 15, 2010	November 30, 2015	1 - 1 Year	November 30, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$1,164,770.00	$ 120,000.00	$1,284,770.00		

DESCRIPTION: Effective 2/9/2016, this contract is hereby increased by $120,000.00
All other terms, conditions, specifications, and pricing remain the same. Per DTMB and Agency request, DTMB Procurement approval, and State Administrative Board approval on 2/9/2016.

Form No. DTMB-3521 (Rev. 7/2015) AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is file

STATE OF MICHIGANDEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 4890 OR
525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 9
to
CONTRACT NO. 071B1300158
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
KONE INC	Ryan Gold	Ryan.gold@kone.com
5300 SW Clay Ave.	PHONE	CONTRACTOR'STAX ID NO. (LAST FOUR DIGITS ONLY)
Grand Rapids MI 49548	734-678-0520	7423

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	various	various	various	various
CONTRACT ADMINISTRATOR	DTMB	Yvon Dufour	(517) 284-6996	dufoury@michigan.gov

CONTRACT SUMMARY

DESCRIPTION:
ELEVATOR MAINT. SERVICES MRO MULTIPLE AGENCIES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILIABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE (S) NOTED BELOW
December 15, 2010	November 30, 2015	1, 1 year	November 30, 2015

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P Card: ☐ Direct Voucher (DV) ☐ Other	☐ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXPIRATION DATE
☐	1 year	☐		November 30, 2016

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$1,159,770.00	$5,000.00	$1,164,770.00

DESCRIPTION:
Effective September 16, 2015, this contract is hereby increased $5,000 and the following amendment is hereby incorporated into the contract. Location specification sheets for MDNR Outdoor Activity Center location per the attached terms.
All other terms, conditions, specifications and pricing remain the same. Per contractor proposal and agency request, and DTMB Procurement approval.

DEPARTMENT OF Management & Budget

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance ITB#:

LOCATION SPECIFICATION SHEET (LSS)

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

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION: BELLE ISLE PARK – OUTDOOR ACTIVITY CENTER

ESTIMATED CONTRACT START DATE:	9/16/2015	**CONTRACT END DATE:**	11/30/2016
PREVIOUS BPO #:			
CONTRACT INFORMATION:			
CONTRACTING AGENCY NAME:	Department of Natural Resources		
BUILDING NAME AND NUMBER:	Outdoor Activity Center		
BUILDING ADDRESS:	1801 Atwater Detroit, MI 48207		
REGION / COUNTY:	Wayne		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	DNR Procurement Services		
PROCUREMENT OFFICE CONTACT NAME:	Lisa VanOstran	**CONTACT PHONE #:**	517-284-5975
PROCUREMENT OFFICE CONTACT E-MAIL:	vanostranl@michigan.gov	**CONTACT FAX #:**	517-373-1164
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	Linda Walter	**CONTACT PHONE #:**	313-396-6876
CCI / FM CONTACT E-MAIL:	walterl4@michigan.gov	**CONTACT FAX #:**	313-567-0160
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	M-S 24 hours a day	**OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:**	24 hours a day 7 days a week
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)		(FILL IN IF NEEDED)	
IDENTIFY DAYS OF SERVICE:	365 days a year	**IDENTIFY HOURS of SERVICE: [Example: 5:30 a.m. To 5:30 p.m.]**	24 hours a day 7 days a week

DEPARTMENT OF Management & Budget

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
D	Traction Elevators			$	$
./	Hydraulic Elevator / Lifts	1	12	$ 135.00	$ 1,620.00
D	Escalator Maintenance			$	$
./	Labor	Each	As Needed	$	$
./	Parts	Each	TBD	$	$
D	Wiring Diagrams, Parts List & Parts Catalogs			$	$
./	Tools	Each	TBD	$	$
./	Lubricants	Gallons	As Needed	$	$
./	Equipment Adjusting	Each	2	$ 0.00	$ 0.00
D	Cleaning / Painting			$	$
D	Barriers / Barricades			$	$
ü	Tests	Each	2	$ 0.00	$ 0.00
ü	Emergency Service	Each	As Needed	$	$
ü	Records	Each	Per Visit	$ 0.00	$ 0.00
¨	Examination of Premises			$	$
¨	Elevators Removed from Service			$	$
ü	Inspection	Each	1	$ 0.00	$ 0.00
ü	State Ordered Repairs	Each	As Needed	$	$
D	Cost of Insurance (refer to Terms and Conditions)			$	$
D	Cost of Fringe Benefits (if not included as part of labor rate)			$	$
D	Other Costs – (Provide detailed list or add rows to this table as needed)			$	$
				SUBTOTAL	$ 1,620.00
				2 YEAR TOTAL	$ 3,240.00

DEPARTMENT OF Management & Budget

FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:

UNIT PRICE BREAKDOWN:

Parts	$ 25.00 per visit
Labor	$ 110.00 per visit
Straight time per hour	$ 46.73
Fringe benefits per hour	$ 81.06

(Other information of importance that the Agency may want the Bidder to know)

EMERGENCY SERVICE RATES PER HOUR

A. **Monday through Friday** after 5:00 p.m. and before 8:00 a.m. rate

(overtime portion) a. $ 150.48 (full rate $ 215.11 + $ 150.48) **=** $ 365.59

A. **Weekend rate** (5:00 p.m. Friday though 8:00 a.m. Monday),

(overtime portion) a. Friday/Saturday $ 150.48 (full rate $ 215.11 + $

150.48)**=** $ 365.59

a. Sunday $ 232.32 (full rate $ 215.11 + $ 232.32) **=** $ 447.43

A. **Holiday rate (**12:00 a.m. through 11:59 p.m. on holiday dates),

(overtime portion) a. $ 150.48 (full rate $ 215.11 + $ 150.48) **=** $ 365.59

Note any other special hourly rate information; NONE

Complete below or attach a list (TYPED OR PRINTED) of all days that are considered **"Holiday"** and will require compensation at the holiday rate shown above.

January 1st, New Years Day, Memorial Day, Independence Day, July 4th Labor Day Veterans Day, Thanksgiving Day Day after Thanksgiving, Christmas Day

EQUIPMENT

Bidder Instructions: Provide a complete list of all the equipment you will utilize to manage the scope of work for this contract location. List should include all equipment to be used during services and any other function(s) needed to perform this service.

Location	Brand	Elevator Type	Serial #
1. MDOT DOSC	Thyssen-Krupp	Hydraulic Passenger	Serial – EVB203
2.			
3.			
4.			
5.			

Form No. DTMB-3521 (Rev. 5/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 8

to

CONTRACT NO. 071B1300158

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Kone, Inc.	Ryan Gold	Ryan.gold@kone.com
5300 SW Clay Ave.	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
Grand Rapids, MI 49548	(734) 678-0520	7423

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	various	**various**	**various**	**various**
CONTRACT ADMINISTRATOR	DTMB	Yvon Dufour	(517) 284-6996	dufoury@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: Elevator Maintenance Services – MRO – Multiple State Agencies

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 15, 2010	November 30, 2015	1, one year options	November 30, 2015

PAYMENT TERMS	F.O.B.	SHIPPED TO
N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☐ Yes ☒ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		November 30, 2015

CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE
$1,141,770.00	$18,000.00	**$1,159,770.00**

DESCRIPTION:
Effective June 16, 2015, this contract is hereby increased by $18,000 and the following amendment is hereby incorporated into the contract. Location specification sheets for MDOT DOSC location per the attached terms. Please note the Contract Administrator has been changed to Yvon Dufour.
All other terms, conditions, specifications and pricing remain the same. Per contractor proposal and agency request, and DTMB Procurement approval.

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
CONTRACT#: 071B

LOCATION SPECIFICATION SHEET (LSS)

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

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION:

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	6/9/2015	**CONTRACT END DATE:**	11/30/2015
PREVIOUS BPO #:			
CONTRACT INFORMATION:			
CONTRACTING AGENCY NAME:	Michigan Department of Transportation		
BUILDING NAME AND NUMBER:	DOSC		
Building Address	1060 W. Fort Street, Detroit, MI 48226		
REGION / COUNTY:	Statewide		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:			
PROCUREMENT OFFICE CONTACT NAME:	**Terry Harris**	**CONTACT PHONE #:**	**517-335-2507**
PROCUREMENT OFFICE CONTACT E-MAIL:	**harrist@michigan.gov**	**CONTACT FAX #:**	
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	Keith Williams	**CONTACT PHONE #:**	313-407-4230
CCI / FM CONTACT E-MAIL:	**Williamsk30@michigan.gov**	**CONTACT FAX #:**	313-965-5933

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	7 days a week	**OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:**	7:30am-4:30pm and 24/7 Operations for SEMTOC
ESTIMATE OF AREA TO BE SERVICED: **(IF APPLICABLE)**		**(FILL IN IF NEEDED)**	
IDENTIFY DAYS OF SERVICE:	Monday-Friday.	**IDENTIFY HOURS OF SERVICE:** **[EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	7:30am-4:30pm

DEPARTMENT OF Management & Budget

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
☐	Traction Elevators			$	$
✓	Hydraulic Elevator / Lifts	1	12	$ 135.00	$ 1,620.00
☐	Escalator Maintenance			$	$
✓	Labor	Each	As Needed	$	**$**
✓	Parts	**Each**	**TBD**	$	**$**
☐	Wiring Diagrams, Parts List & Parts Catalogs			$	**$**
✓	Tools	**Each**	**TBD**	$	**$**
✓	Lubricants	**Gallons**	**As Needed**	$	**$**
✓	Equipment Adjusting	**Each**	**2**	$ 0.00	**$ 0.00**
☐	Cleaning / Painting			$	**$**
☐	Barriers / Barricades			$	**$**
✓	Tests	**Each**	**2**	$ 0.00	**$ 0.00**
✓	Emergency Service	**Each**	**As Needed**	$	**$**
✓	Records	**Each**	**Per Visit**	$ 0.00	**$ 0.00**
☐	Examination of Premises			$	**$**
☐	Elevators Removed from Service			$	**$**
✓	Inspection	**Each**	**1**	$ 0.00	**$ 0.00**
✓	State Ordered Repairs	**Each**	**As Needed**	$	**$**
☐	Cost of Insurance (refer to Terms and Conditions)			$	**$**
☐	Cost of Fringe Benefits (if not included as part of labor rate)			$	**$**
☐	Other Costs – (Provide detailed list or add rows to this table as needed)			$	**$**
				SUBTOTAL	$ 1,620.00
				5 YEAR TOTAL	$ 8,100.00

DEPARTMENT OF Management & Budget

FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:

UNIT PRICE BREAKDOWN:

Parts	$ 25.00 per visit
Labor	$ 110.00 per visit
Straight time per hour	$ 46.73
Fringe benefits per hour	$ 81.06

(Other information of importance that the Agency may want the Bidder to know)

EMERGENCY SERVICE RATES PER HOUR

A. Monday through Friday after 5:00 p.m. and before 8:00 a.m. rate (overtime portion)

a. $ 150.48 (full rate $ 215.11 + $ 150.48) **=** $ 365.59

B. Weekend rate (5:00 p.m. Friday though 8:00 a.m. Monday), (overtime portion)

a. Friday/Saturday $ 150.48 (full rate $ 215.11 + $ 150.48) **=** $ 365.59

b. Sunday $ 232.32 (full rate $ 215.11 + $ 232.32) **=** $ 447.43

C. Holiday rate (12:00 a.m. through 11:59 p.m. on holiday dates), (overtime portion)

a. $ 150.48 (full rate $ 215.11 + $ 150.48) **=** $ 365.59

Note any other special hourly rate information; NONE

Complete below or attach a list (TYPED OR PRINTED) of all days that are considered **"Holiday"** and will require compensation at the holiday rate shown above.

January 1st, New Years Day, Memorial Day, Independence Day, July 4th
Labor Day Veterans Day, Thanksgiving Day Day after Thanksgiving, Christmas Day

EQUIPMENT

Bidder Instructions: Provide a complete list of all the equipment you will utilize to manage the scope of work for this contract location. List should include all equipment to be used during services and any other function(s) needed to perform this service.

Location	Brand	Elevator Type	Serial #
1. MDOT DOSC	Schindler	330A	12448
2.			
3.			
4.			
5.			

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 7

to

CONTRACT NO. 071B1300158

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Kone, Inc.	Ryan Gold	Ryan.gold@kone.com
5300 SW Clay Ave.	TELEPHONE	CONTRACTOR #, MAIL CODE
Grand Rapids, MI 49548	(734) 678-0520	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	Various, See Location Specification Sheets			
BUYER	DTMB	Lymon Hunter	517-284-7015	hunterl@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Elevator Maintenance Services – MRO – Multiple State Agencies**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 15, 2010	November 30, 2015	1, one year	November 30, 2015
PAYMENT TERMS	**F.O.B**	**SHIPPED**	**SHIPPED FROM**
N/A	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☐ Yes ☒ No

MINIMUM DELIVERY REQUIREMENTS:

N/A

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
$32,400.00	$1,141,770.00

Effective immediately, this contract is hereby increased by $32,400.00, which was originally omitted from this contract for Annual Smoke Sensor, Fire Service and Emergency Conditions testing per the attached, revised, LSS. . Vendor contact has been updated per the above. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement and DTMB Procurement approval.

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
Contract: 071B1300158

REVISED LOCATION SPECIFICATION SHEET (LSS)
City of Detroit Annual Inspection Pricing Correction
Effective 3/18/2014

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION: CADILLAC PLACE

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	5/1/2012	**CONTRACT END DATE:**	11/30/2015
PREVIOUS BPO #:	071B1300158		
CONTRACT INFORMATION:	Approximately 3.5 year contract with one (1) year option		
CONTRACTING AGENCY NAME:	DTMB-Facilities Administration, Building Operations Division		
BUILDING NAME AND NUMBER:	Cadillac Place - **The previous LSS did not state that two technicians were needed to work on weekends for the City of Detroit annual emergency conditions testing. Effective 3/18/14 this change corrects that omission.**		
BUILDING ADDRESS:	3044 W. Grand Blvd., Detroit, MI 48202		
REGION / COUNTY:	Metro Region / Wayne County		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	DTMB-Financial Services, Procurement & Contract Mgmt.		
PROCUREMENT OFFICE CONTACT NAME:	Denice Ballard	**CONTACT PHONE #:**	517-373-7567
PROCUREMENT OFFICE CONTACT E-MAIL:	ballardd@michigan.gov	**CONTACT FAX #:**	517-241-4856
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY SUPERVISOR NAME:	**Michael Noonan**	**CONTACT PHONE #:**	**810-760-2051**
CCI / Facility Supervisor CONTACT E-MAIL:	**NoonanM@michigan.gov**	**CONTACT FAX #:**	**810-760-2486**

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	Mon - Sat	**OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:**	M-F 7 AM–7 PM Sat 7AM–1PM
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	N/A	**NUMBER OF STORIES IN BUILDING:**	15
IDENTIFY DAYS OF SERVICE:	Monday – Friday	**IDENTIFY HOURS OF SERVICE:** [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]	7:00 a.m. – 5:00 p.m.

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES – Cadillac Place

City of Detroit Annual Inspection Pricing Correction Effective 3/18/2014

Check all that apply	DESCRIPTION OF SERVICES	NUMBER OF ELEVATORS (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER UNIT (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
✓	Traction Elevators - Passenger	23	12	$ 321.00	$ 88,596.00
✓	Traction Elevators – Freight	3	12	$ 388.00	$ 13,968.00
✓	Hydraulic Elevator / Chair Lift	1	12	$ 190.00	$ 2,280.00
✓	Escalator Maintenance	2	12	$ 586.00	$ 14,046.00
✓	City of Detroit Annual Inspection	27	1	*See Below for Hourly Rate	
✓	Labor		As Needed		
✓	Parts		As Needed		
✓	Wiring Diagrams, Parts List & Parts Catalogs		As Needed		
☐	Tools				
✓	Lubricants		As Needed		
✓	Equipment Adjusting		As Needed		
✓	Cleaning / Painting		As Needed		
✓	Barriers / Barricades		As Needed		
✓	Tests		As Needed		
✓	Emergency Service		As Needed		
✓	Records		As Needed		
☐	Examination of Premises				
✓	Elevators Removed from Service		As Needed		
✓	Inspection		Monthly		
✓	State Ordered Repairs		As Needed		
				MONTHLY MAINTENANCE ANNUAL SUBTOTAL	$ 118,890.00
				CITY of DETROIT ANNUAL INSPECTION – Corrected Price	$ 21,600.00 ($5,400 + $16,200)
				Monthly Maintenance + City of Detroit Annual Inspection ANNUAL GRAND TOTAL	$ 140,490.00

ANNUAL SMOKE SENSOR, FIRE SERVICE AND EMERGENCY CONDITIONS TESTING

The City of Detroit's annual elevator inspection to include power inspection, fire inspection and shunt trip breaker inspection. Total inspection is for **two** technicians and is estimated to take approximately 30 hours. The emergency conditions' testing will be **performed on weekends** in the presence of a City of Detroit inspector. (The City of Detroit inspector will be paid directly by the State of Michigan.)

Inspection service weekend rate per hour $360.00 x 2 technicians x 30 hours = **$21,600.00/yr.**

NOTE: Previous LSS did not state that two technicians were needed to work on weekends. The previous bid price was for one technician at straight time for 30 hours = $5,400.00/year.

See Attached Sheets for Elevator Type, Manufacturer, Serial Number and General Specifications

FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:

UNIT PRICE BREAKDOWN:

Straight time – Monday through Friday, 8:00 a.m. through 5:00 p.m.
Labor Rate per hour (straight time) $ __180.00__/hr.

EMERGENCY SERVICE RATES PER HOUR

A. **Monday through Friday** (after 5:00 p.m. and before 8:00 a.m. rate)
(Overtime portion) $__180.00___

(Straight time rate $_180.00_ + overtime portion $_180.00_) **Total = $_360.00__/hr.**

B. **Weekend rates**

Friday/Saturday/Early Monday (5:00 p.m. Friday through 11:59 p.m. Saturday, 12:00 a.m. Monday through 8:00 a.m. Monday)
(Overtime portion) $__180.00___

(Straight time rate $_180.00___ + overtime portion $_180.00___) **Total = $___360.00__/hr.**

Sunday (12:00 a.m. Sunday through 11:59 p.m. Sunday)
(Overtime portion) $__180.00__

(Straight time rate $__180.00__ + overtime portion $_180.00___) **Total = $___360.00__/hr.**

C. **Holiday rate** (12:00 a.m. through 11:59 p.m. on holiday dates)
(Overtime portion) $__180.00__

(Straight time rate $__180.00__ + overtime portion $_180.00___) **Total = $__360.00___/hr.**

Note any other special hourly rate information: **Emergency service hourly rates shall be all-inclusive. No additional charges for travel, fuel surcharges, etc. will be allowed. Overtime does not cover in transit time; it only includes time at the work site.**

Vendor - complete below or attach a list (TYPED OR PRINTED) of all days that are considered **"Holiday"** and will require compensation at the holiday rate shown above.

January 1st - New Years Day, Memorial Day, Independence Day - July 4th, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day

PLEASE NOTE: Contractor must include the location of service, date of service, start and finish time of service, a brief description of service, and the name of the State employee who authorized the service on all invoices for emergency/overtime work.

LISTING OF MAKE AND SERIAL NUMBER OF EQUIPMENT TO BE SERVICED

Location: Cadillac Place

ITEM	MANUFACTURER	ELEVATOR TYPE	SERIAL # / CITY ID #
1	Otis	Passenger	P-406
2	Otis	Passenger	P-407
3	Otis	Passenger	P-408
4	Otis	Passenger	P-409
5	Otis	Passenger	P-410
6	Otis	Passenger	P-412
7	Otis	Passenger	P-413
8	Otis	Passenger	P-414
9	Otis	Passenger	P-415
10	Otis	Passenger	P-416
11	Otis	Passenger	P-419
12	Otis	Passenger	P-420
13	Otis	Passenger	P-421
14	Otis	Passenger	P-422
15	Otis	Passenger	P-423
16	Otis	Passenger	P-1433
17	Otis	Passenger	P-1434
18	Otis	Passenger	P-1435
19	Otis	Passenger	P-1436
20	Otis	Passenger	P-1437
21	Otis	Passenger	P-7976
22	Otis	Passenger	P-7977
23	Otis	Passenger	P-7978
24	Otis	Freight	F-424
25	Otis	Freight	F-493
26	Otis	Freight	F-494
27	Sedgwick (Poughkeepsie)	Escalator	9741
28	Sedgwick (Poughkeepsie)	Escalator	9742
29	Concorde	Wheelchair Lift	11305

SPECIFICATIONS INTRODUCTION

The contractor shall provide all personnel, parts, tools, equipment, supporting services, etc. necessary to provide complete inspections, testing, preventive, special and emergency maintenance for elevators included in this contract. The State will be the first interpreter of the contractor's performance under this contract.

The maintenance service described in this contract shall be consistent with that prescribed by the respective elevator manufacturers as well as ANSI/Code A-17-1 ASME Standards and shall include such additional services as the conditions of the individual elevators warrant:

** For safe efficient operations;
** To meet the requirements of the elevator regulation enforcement authorities;
** To extend the service life of the elevators;
** To minimize maintenance down time and trouble call backs to rates comparable to, or no higher than, the lowest occurrence rates of the elevator maintenance industry.

The following generally outlines the type of services to be provided. It does not by inclusion or exclusion or in any other way limit or otherwise restrict or preclude any specific elements of service necessary to provide safe and efficient service.

TRACTION ELEVATORS

Regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all components integral to the existing elevator system.

Machine which includes the motor, worm gear, ring gear, thrust bearing, drive shaft, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings and component parts.

Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads dashpots, timing devices, computer devices, steel selector tape, and mechanical & electrical driving equipment.

Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.

Deflector or secondary sheave, bearings, car & counterweight buffers, car & counterweight guide rails, top & bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and guideshoes including rollers or gibs.

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary closing devices.

Automatic power operated door operator, car door operator, car door hanger, car door contact, door protective device, load weighting equipment, car frame, car safety mechanism, platform, elevator car guide shoes, gibs or rollers.

Periodically examine all safety devices & governors and conduct an annual no-load test.
Inspect and adjust all wire ropes to maintain a continuous and adequate safety factor. Maintain equalized tension on all hoisting ropes. Notify the State in writing of any projected need for replacement with adequate lead time for acquisition of parts.

Repair or replace electrical cables, conductors and wiring of elevator systems of hoistways and machine room elevator wiring.

Apply all lubricants necessary for proper lubrication of elevators as recommended by manufacturer.

HYDRAULIC ELEVATOR / LIFTS

Regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all components integral to the existing elevator system.

Controller, selector & dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, computer devices, steel selector tape, mechanical & electrical driving equipment, cylinder packing, and hydraulic fluid.

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary closing devices.

Automatic power operated door operator, car door operator, car door hanger, car door contact, door protective device, car frame, platform, elevator car guide shoes, gibs or rollers.

Apply all lubricants necessary for proper lubrication of elevators as recommended by manufacturer. Contractor will provide and keep current a chart in the pit room showing amount of oil added and when. Contractor is required to dispose of used oil in a lawful manner.

ESCALATOR

Regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all components integral to the existing elevator system.

Escalator power unit, controller parts, electrical switch & wiring, bearings governors & brakes, handrails, step & chain wheels, chains & sprockets, steps & step threads, comb plates, and safety devices.

Contractor will periodically examine all safety devices and furnish all lubricants necessary for proper lubrication as recommended by manufacturer.

TRAPPED PASSENGER EMERGENCY CALL BACK SERVICE

From the time a call back for trapped passenger emergency service is placed, the Contractor must have the necessary workers on site within one half (1/2) hour, or less, but not to exceed one (1) hour in cases of personal injury involving elevators or passengers being trapped in an elevator.

ALL TYPES OF EQUIPMENT

Contractor is required to dispose of used oil and/or lubricants in a lawful manner.

Contact Person for Kone, Inc. in cases of emergency service requests:

NAME/TITLE: **Ryan Gold**

TELEPHONE: **734-513-6944 ext. 210**

FACSIMILE: **734-513-6948**

MOBILE #: **734-417-2652**

E-MAIL: **ryan.gold@kone.com**

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 6
to
CONTRACT NO .071B1300158
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Kone, Inc.	**Brandon Bunkelman**	**brandon.bunkelman@kone.com**
5300 SW Clay Ave.	TELEPHONE	CONTRACTOR #, MAIL CODE
Grand Rapids, MI 49548	**(734) 678-0520**	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	**Various – See Location Spec. Sheets**			
BUYER:	**DTMB**	**Lyman Hunter**	**(517) 241-1145**	**hunterl@michigan.gov**

CONTRACT SUMMARY:			
DESCRIPTION: **ELAVATOR MAINTENACE SERVICES – MRO – MULTIPLE STATE AGENCIES**			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
5 Yrs.	**December 15, 2010**	**November 30, 2015**	**1, One year**
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	**N/A**	**N/A**	**N/A**
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☐ YES ☒ NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: ☒ NO ☐ YES	IF YES, EFFECTIVE DATE OF CHANGE:	NEW EXPIRATION DATE:
This amendment is being published to add funds for non-routine elevator modernization work at the DCH-Hawthorn Center per the attached quotation. This Contract is INCREASED by $65,000.00. **All other terms, conditions, specifications, and pricing remain the same.** **Per agency (Laura Kwiecien dated 7/9/12) and vendor (Chris King dated 6/12/12) agreement and DTMB Procurement approval.**		
VALUE/COST OF CHANGE NOTICE:	**$65,000.00**	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	**$1,109,370.00**	

Kone Detroit
Modernization Sales Department

Elevators Escalators

KONE Inc.
11864 Belden Ct
Livonia, Mi. 48105
Tel 734-513-6948
Fax734-513-6948
www.kone.com
Christopher.king@kone.com

Date: 6/12/12

Hawthorne Center
18471 Haggerty Rd.
Northville, MI. 48167

Subject: Elevator Modernization Bid -

Dear Mr. Dent:

(Terms and Conditions per the agreed upon Current Contract between KONE Inc. and the State of Michigan)

We propose to furnish and install elevator modernization work as explained below for One (1) existing hydraulic elevator(s) at the subject property for the sum of Fifty Seven Thousand Nine Hundred Dollars and No Cents ($57,900.00) including 6% use taxes and permits.

- New programmable microprocessor controller with precise leveling system and soft starter
- New hoistway limit switches and leveling devices
- New car top inspection station and pit stop switch
- New machine room and hoistway wiring and traveling cable
- New fixtures as follows:
  - Main car station with position indicator, required fire service features and ADA phone
  - Car Lantern
  - Hall pushbutton stations
  - Hoistway access switches
  - Jamb Braille plates at each hoistway entrance frame side jamb
- New submersible power unit including motor, pump, control valve and muffler
- New field pipe accessories as follows:
  - Shutoff valves (Qty=1 in machine room…Qty=1 in pit)
- New door equipment as follows:
  - Door operator, gate switch and clutch with restrictor
  - Interlocks, closers and door drives
  - Car door hangers & track
- New car door panels
- New electronic door edge (Curtain of Light)
- Alteration permit, inspections and testing

Our proposal is based on the following clarifications:

1. Contract terms between KONE Inc. and Purchaser shall be based on this Proposal.

2. Certain items are to be furnished and installed by Purchaser or by other trades. (See Attachment B for a listing of possible requirements).

3. All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Purchaser's responsibility. Cost of any

future code changes adopted prior to permitting and completion are excluded. The existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.

4. Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades' failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
5. Proposal includes a standard one-year warranty. No costs for preventive maintenance services are included in this capital improvement pricing.
6. The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.
7. Proposal includes KONE standard MMS package equipment. To minimize cost and leadtimes, no approval drawings are required or included.
8. In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.
9. Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.
10. Any abatement of asbestos or other hazardous materials necessitated by this project shall be provided by others. Costs of any abatement plans, procedures, disposal, documentary air monitoring, filing of notices, or other asbestos-related work shall be the responsibility of the Owner or Purchaser.
11. Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.
12. Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery leadtime is 9 weeks from receipt of order and deposit, with approximately 4 weeks for installation of the elevator scope of work.
13. It is assumed that we may work between the hours of 7:00 AM and 4:30 PM, Monday – Friday. No overtime or premium time work has been included within our base bid. The standard wage rate is assumed.

Thank you for the opportunity to submit a proposal to modernize your elevator. If you have any questions, comments or concerns, please do not hesitate to call on me.

For KONE Inc.
Very truly yours,

Chris King
Sales Executive

Accepted by **Purchaser**:

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

This offer, when accepted by you and countersigned by an officer of KONE Inc., will be the entire agreement of the parties. This offer, if accepted on any other form or document or with amended terms, shall not be binding on KONE Inc. unless countersigned in writing by an officer of KONE Inc.

Approved by: KONE Corporate Officer

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Bid Attachment "B"
Work By Other Trades

Following is a summary listing of "Work by Other Trades" that may be required in conjunction with the elevator alteration. Purchaser shall provide any building electrical, structural and mechanical system upgrades as may be required for code compliance, life safety, or proper equipment installation and operation. The inspecting authorities may require other items. It is not reasonably feasible to predict the exact extent of remedial work that may be required by building inspectors, who may be arbitrary and capricious, nor does KONE assume responsibility for the cost of such remedial work.

All required remedial or preparatory work shall be performed by properly licensed trade contractors according to governing codes, at no cost to KONE, and in time to allow the uninterrupted progress of the elevator work.

Electrical

A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
Where a battery lowering device is to be supplied, two normally open auxiliary contacts on the main line disconnect switch located in the elevator machine room. If shunt trip circuit breakers are installed, an additional set of contacts installed in series with the contacts on the main line disconnect.
A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code
Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
GFI 120 VAC convenience outlets in machine room and pit.
Separate outlet in the pit area if a sump pump is installed.
Telephone line service brought to the elevator machine room for emergency communication device.
Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified
If required by building code, standby/emergency power, sufficiently sized to provide power of permanent characteristics to each elevator's disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

Machine Room

A legal machine room per code requirements. Provide or maintain fire rating as required by building code.
Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
Fire extinguisher inside machine room.
Minimum clear machine room height of 7'-0".
Suitable lighting that provides a minimum of 19 ftc at floor.
Due to sound levels inherent to hydraulic equipment, if the machine room is in proximity to occupied spaces, we recommend purchaser consider adding fire-resistant sound insulation to the machine room.
Removal of any non-elevator related equipment from within the machine room.

Hoistway

A legal hoistway per code requirements. Provide or maintain fire rating as required by building code.
Patching of all holes in hoistway walls with fire rated material.
Beveling all ledges within hoistway measuring over 4".
Removal of any non-elevator related equipment from within the hoistway.
A guarded light fixture and light switch in pit. Switch must be located 42" above the lowest landing floor level.
A means to displace water located in the pit.
Elevator hoistway ventilation to the outside atmosphere as required by building code.

Fire Service

Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12" of each sprinkler head.

General

Access to the building for deliveries with dry, protected storage adjacent to the hoistway
Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the Authority Having Jurisdiction (AHJ). If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser's responsibility.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48913

June 6, 2012

CHANGE NOTICE NO. 5
To
CONTRACT NO. 071B1300158
Between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Kone, Inc.	**Brandon Bunkelman**	brandon.bunkelman@kone.com
5300 SW Clay Ave.	TELEPHONE	CONTRACTOR #, MAIL CODE
Grand Rapids, MI 49548	**(734) 678-0520**	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	**DTMB**	**Michael Noonan**	**(810) 760-2051**	noonanm@michigan.gov
BUYER:	**DTMB**	**Lyman Hunter**	**(517) 241-1145**	hunterl@michigan.gov

INITIAL CONTRACT SUMMARY:

DESCRIPTION: **ELAVATOR MAINTENACE SERVICES – MRO – MULTIPLE STATE AGENCIES**

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 Yrs.	**December 15, 2010**	**November 30, 2015**	**1, One year**
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	**N/A**	**N/A**	**N/A**

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☐ YES ☒ NO

MINIMUM DELIVERY REQUIREMENTS:
N/A

DESCRIPTION OF CHANGE NOTICE:

OPTION EXERCISED: ☒ NO ☐ YES | IF YES, NEW EXPIRATION DATE:

This amendment is being published to add funds for non-routine miscellaneous maintenance/repair at designated correctional facilities. Additionally, to correct a typographical error on the attached revised location specification sheet for the Cadillac Place in Detroit. All other terms, conditions, pricing nd specifications remain unchanged. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on June 5, 2012.

VALUE/COST OF CHANGE NOTICE:	**$244,000.00**
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	**$1,044,370.00**

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
Contract #071B1300158

REVISED LOCATION SPECIFICATION SHEET (LSS)

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

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION: CADILLAC PLACE

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	5/1/2012	**CONTRACT END DATE:**	11/30/2015
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 3.5 year contract with one (1) year option		
CONTRACTING AGENCY NAME:	DTMB-Facilities Administration, Building Operations Division		
BUILDING NAME AND NUMBER:	Cadillac Place		
BUILDING ADDRESS:	3044 W. Grand Blvd., Detroit, MI 48202		
REGION / COUNTY:	Metro Region / Wayne County		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	DTMB-Financial Services, Procurement & Contract Mgmt.		
PROCUREMENT OFFICE CONTACT NAME:	Denice Ballard	**CONTACT PHONE #:**	517-373-7567
PROCUREMENT OFFICE CONTACT E-MAIL:	ballardd@michigan.gov	**CONTACT FAX #:**	517-241-4856
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY SUPERVISOR NAME:	**Michael Noonan**	**CONTACT PHONE #:**	**810-760-2051**
CCI / Facility Supervisor CONTACT E-MAIL:	**NoonanM@michigan.gov**	**CONTACT FAX #:**	**810-760-2486**

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	Mon - Sat	**OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:**	M-F 7 AM–7 PM Sat 7AM–1PM
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	N/A	**NUMBER OF STORIES IN BUILDING:**	15
IDENTIFY DAYS OF SERVICE:	Monday – Friday	**IDENTIFY HOURS OF SERVICE:** [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]	7:00 a.m. – 5:00 p.m.

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES – Cadillac Place

Check all that apply	DESCRIPTION OF SERVICES	NUMBER OF ELEVATORS (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER UNIT (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
✓	Traction Elevators - Passenger	23	12	$ 321.00	$ 88,596.00
✓	Traction Elevators – Freight	3	12	$ 388.00	$ 13,968.00
✓	Hydraulic Elevator / Chair Lift	1	12	$ 190.00	$ 2,280.00
✓	Escalator Maintenance	2	12	$ 586.00	$ 14,046.00
✓	City of Detroit Annual Inspection	27	1	*See Below for Hourly Rate	
	$586 x 2 = $1,172 and $1,172 x 12 = **$14,064.00**				s/b **$14,064.00**
✓	Parts		As Needed		
✓	Wiring Diagrams, Parts List & Parts Catalogs		As Needed		
☐	Tools				
✓	Lubricants		As Needed		
✓	Equipment Adjusting		As Needed		
✓	Cleaning / Painting		As Needed		
✓	Barriers / Barricades		As Needed		
✓	Tests		As Needed		
✓	Emergency Service		As Needed		
✓	Records		As Needed		
☐	Examination of Premises				
✓	Elevators Removed from Service		As Needed		
✓	Inspection		Monthly		
✓	State Ordered Repairs		As Needed		
				MONTHLY MAINTENANCE ANNUAL SUBTOTAL	$ 118,890.00
				With the correction to the escalator annual the annual subtotal should be	$118,908.00
				CITY of DETROIT ANNUAL INSPECTION	$ 5,400.00
				(Contract Total- from 5/1/2012 – 11/30/2015 with 4 Annual Tests) 4 YEAR TOTAL	$ 447,622.50
				Monthly total of $9,909 x 43 months + 4 annual tests =	$447,687.00

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48913

April 25, 2012

CHANGE NOTICE NO. 4
To
CONTRACT NO. 071B1300158
Between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Kone, Inc.	**Brandon Bunkelman**	brandon.bunkelman@kone.com
5300 SW Clay Ave.	TELEPHONE	CONTRACTOR #, MAIL CODE
Grand Rapids, MI 49548	**(734) 678-0520**	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	**DTMB**	**Michael Noonan**	**(810) 760-2051**	noonanm@michigan.gov
BUYER:	**DTMB**	**Lyman Hunter**	**(517) 241-1145**	hunterl@michigan.gov

INITIAL CONTRACT SUMMARY:			
DESCRIPTION: **ELAVATOR MAINTENACE SERVICES – MRO – MULTIPLE STATE AGENCIES**			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 Yrs.	**December 15, 2010**	**November 30, 2015**	**1, One year**
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	**N/A**	**N/A**	**N/A**
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☐ YES ☒ NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:	
OPTION EXERCISED: ☒ NO ☐ YES	IF YES, NEW EXPIRATION DATE:
The Cadillac Place is hereby added to this Contract per the attached location specification sheet. This Contract is also INCREASED by $505,000.00. All other terms, conditions, specifications, and pricing remain the same. **Per Vendor (Brandon Bunkleman) dated March 26, 2012, Agency (Denice Ballard0) dated February 27, 2012, DTMB Procurement approval and the approval of the State Administrative Board dated May 1, 2012.**	
VALUE/COST OF CHANGE NOTICE:	**$505,000.00**
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	**$800,370.00**

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
Contract: 071B1300158

REVISED LOCATION SPECIFICATION SHEET (LSS)

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION: CADILLAC PLACE

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	5/1/2012	**CONTRACT END DATE:**	11/30/2015
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 3.5 year contract with one (1) year option		
CONTRACTING AGENCY NAME:	DTMB-Facilities Administration, Building Operations Division		
BUILDING NAME AND NUMBER:	Cadillac Place		
BUILDING ADDRESS:	3044 W. Grand Blvd., Detroit, MI 48202		
REGION / COUNTY:	Metro Region / Wayne County		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	DTMB-Financial Services, Procurement & Contract Mgmt.		
PROCUREMENT OFFICE CONTACT NAME:	Denice Ballard	**CONTACT PHONE #:**	517-373-7567
PROCUREMENT OFFICE CONTACT E-MAIL:	ballardd@michigan.gov	**CONTACT FAX #:**	517-241-4856
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY SUPERVISOR NAME:	**Michael Noonan**	**CONTACT PHONE #:**	**810-760-2051**
CCI / Facility Supervisor CONTACT E-MAIL:	**NoonanM@michigan.gov**	**CONTACT FAX #:**	**810-760-2486**

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	Mon - Sat	**OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:**	M-F 7 AM–7 PM Sat 7AM–1PM
ESTIMATE OF AREA TO BE SERVICED: **(IF APPLICABLE)**	N/A	**NUMBER OF STORIES IN BUILDING:**	15
IDENTIFY DAYS OF SERVICE:	Monday – Friday	**IDENTIFY HOURS OF SERVICE:** **[EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	7:00 a.m. – 5:00 p.m.

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES – Cadillac Place

Check all that apply	DESCRIPTION OF SERVICES	NUMBER OF ELEVATORS (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER UNIT (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
✓	Traction Elevators - Passenger	**23**	**12**	**$ 321.00**	**$ 88,596.00**
✓	Traction Elevators – Freight	**3**	**12**	**$ 388.00**	**$ 13,968.00**
✓	Hydraulic Elevator / Chair Lift	**1**	**12**	**$ 190.00**	**$ 2,280.00**
✓	Escalator Maintenance	**2**	**12**	**$ 586.00**	**$ 14,046.00**
✓	City of Detroit Annual Inspection	**27**	**1**	***See Below for Hourly Rate**	
✓	Labor		**As Needed**		
✓	Parts		**As Needed**		
✓	Wiring Diagrams, Parts List & Parts Catalogs		**As Needed**		
☐	Tools				
✓	Lubricants		**As Needed**		
✓	Equipment Adjusting		**As Needed**		
✓	Cleaning / Painting		**As Needed**		
✓	Barriers / Barricades		**As Needed**		
✓	Tests		**As Needed**		
✓	Emergency Service		**As Needed**		
✓	Records		**As Needed**		
☐	Examination of Premises				
✓	Elevators Removed from Service		**As Needed**		
✓	Inspection		**Monthly**		
✓	State Ordered Repairs		**As Needed**		
				MONTHLY MAINTENANCE ANNUAL SUBTOTAL	**$ 118,890.00**
				CITY of DETROIT ANNUAL INSPECTION	**$ 5,400.00**
				(Contract Total- from 5/1/2012 – 11/30/2015 with 4 Annual Tests) 4 YEAR TOTAL	**$ 447,622.50**

ANNUAL SMOKE SENSOR, FIRE SERVICE AND EMERGENCY CONDITIONS TESTING

The City of Detroit's annual elevator inspection to include power inspection, fire inspection and shunt trip breaker inspection. Total inspection is estimated to take approximately 30 hours.

Inspection service rate per hour $__180.00___ x 30 hours = **$___5,400.00__/yr.**

See Attached Sheets for Elevator Type, Manufacturer, Serial Number and General Specifications

FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:

UNIT PRICE BREAKDOWN:

Straight time – Monday through Friday, 8:00 a.m. through 5:00 p.m.
Labor Rate per hour (straight time) $ __180.00__/hr.

EMERGENCY SERVICE RATES PER HOUR

A. **Monday through Friday** (after 5:00 p.m. and before 8:00 a.m. rate)
(Overtime portion) $__180.00___

(Straight time rate $_180.00_ + overtime portion $_180.00_) **Total = $_360.00__/hr.**

B. **Weekend rates**

Friday/Saturday/Early Monday (5:00 p.m. Friday through 11:59 p.m. Saturday, 12:00 a.m. Monday through 8:00 a.m. Monday)
(Overtime portion) $__180.00___

(Straight time rate $_180.00___ + overtime portion $_180.00___) **Total = $___360.00__/hr.**

Sunday (12:00 a.m. Sunday through 11:59 p.m. Sunday)
(Overtime portion) $__180.00__

(Straight time rate $__180.00__ + overtime portion $_180.00___) **Total = $___360.00__/hr.**

C. **Holiday rate** (12:00 a.m. through 11:59 p.m. on holiday dates)
(Overtime portion) $__180.00__

(Straight time rate $__180.00__ + overtime portion $_180.00___) **Total = $__360.00___/hr.**

Note any other special hourly rate information: **Emergency service hourly rates shall be all-inclusive. No additional charges for travel, fuel surcharges, etc. will be allowed. Overtime does not cover in transit time; it only includes time at the work site.**

Vendor - complete below or attach a list (TYPED OR PRINTED) of all days that are considered **"Holiday"** and will require compensation at the holiday rate shown above.

January 1st - New Years Day, Memorial Day, Independence Day - July 4th, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day

PLEASE NOTE: Contractor must include the location of service, date of service, start and finish time of service, a brief description of service, and the name of the State employee who authorized the service on all invoices for emergency/overtime work.

LISTING OF MAKE AND SERIAL NUMBER OF EQUIPMENT TO BE SERVICED

Location: Cadillac Place

ITEM	MANUFACTURER	ELEVATOR TYPE	SERIAL # / CITY ID #
1	Otis	Passenger	P-406
2	Otis	Passenger	P-407
3	Otis	Passenger	P-408
4	Otis	Passenger	P-409
5	Otis	Passenger	P-410
6	Otis	Passenger	P-412
7	Otis	Passenger	P-413
8	Otis	Passenger	P-414
9	Otis	Passenger	P-415
10	Otis	Passenger	P-416
11	Otis	Passenger	P-419
12	Otis	Passenger	P-420
13	Otis	Passenger	P-421
14	Otis	Passenger	P-422
15	Otis	Passenger	P-423
16	Otis	Passenger	P-1433
17	Otis	Passenger	P-1434
18	Otis	Passenger	P-1435
19	Otis	Passenger	P-1436
20	Otis	Passenger	P-1437
21	Otis	Passenger	P-7976
22	Otis	Passenger	P-7977
23	Otis	Passenger	P-7978
24	Otis	Freight	F-424
25	Otis	Freight	F-493
26	Otis	Freight	F-494
27	Sedgwick (Poughkeepsie)	Escalator	9741
28	Sedgwick (Poughkeepsie)	Escalator	9742
29	Concorde	Wheelchair Lift	11305

SPECIFICATIONS INTRODUCTION

The contractor shall provide all personnel, parts, tools, equipment, supporting services, etc. necessary to provide complete inspections, testing, preventive, special and emergency maintenance for elevators included in this contract. The State will be the first interpreter of the contractor's performance under this contract.

The maintenance service described in this contract shall be consistent with that prescribed by the respective elevator manufacturers as well as ANSI/Code A-17-1 ASME Standards and shall include such additional services as the conditions of the individual elevators warrant:

** For safe efficient operations;
** To meet the requirements of the elevator regulation enforcement authorities;
** To extend the service life of the elevators;
** To minimize maintenance down time and trouble call backs to rates comparable to, or no higher than, the lowest occurrence rates of the elevator maintenance industry.

The following generally outlines the type of services to be provided. It does not by inclusion or exclusion or in any other way limit or otherwise restrict or preclude any specific elements of service necessary to provide safe and efficient service.

TRACTION ELEVATORS

Regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all components integral to the existing elevator system.

Machine which includes the motor, worm gear, ring gear, thrust bearing, drive shaft, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings and component parts.

Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads dashpots, timing devices, computer devices, steel selector tape, and mechanical & electrical driving equipment.

Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.

Deflector or secondary sheave, bearings, car & counterweight buffers, car & counterweight guide rails, top & bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and guideshoes including rollers or gibs.

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary closing devices.

Automatic power operated door operator, car door operator, car door hanger, car door contact, door protective device, load weighting equipment, car frame, car safety mechanism, platform, elevator car guide shoes, gibs or rollers.

Periodically examine all safety devices & governors and conduct an annual no-load test.
Inspect and adjust all wire ropes to maintain a continuous and adequate safety factor. Maintain equalized tension on all hoisting ropes. Notify the State in writing of any projected need for replacement with adequate lead time for acquisition of parts.

Repair or replace electrical cables, conductors and wiring of elevator systems of hoistways and machine room elevator wiring.

Apply all lubricants necessary for proper lubrication of elevators as recommended by manufacturer.

HYDRAULIC ELEVATOR / LIFTS

Regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all components integral to the existing elevator system.

Controller, selector & dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, computer devices, steel selector tape, mechanical & electrical driving equipment, cylinder packing, and hydraulic fluid.

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary closing devices.

Automatic power operated door operator, car door operator, car door hanger, car door contact, door protective device, car frame, platform, elevator car guide shoes, gibs or rollers.

Apply all lubricants necessary for proper lubrication of elevators as recommended by manufacturer. Contractor will provide and keep current a chart in the pit room showing amount of oil added and when. Contractor is required to dispose of used oil in a lawful manner.

ESCALATOR

Regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all components integral to the existing elevator system.

Escalator power unit, controller parts, electrical switch & wiring, bearings governors & brakes, handrails, step & chain wheels, chains & sprockets, steps & step threads, comb plates, and safety devices.

Contractor will periodically examine all safety devices and furnish all lubricants necessary for proper lubrication as recommended by manufacturer.

TRAPPED PASSENGER EMERGENCY CALL BACK SERVICE

From the time a call back for trapped passenger emergency service is placed, the Contractor must have the necessary workers on site within one half (1/2) hour, or less, but not to exceed one (1) hour in cases of personal injury involving elevators or passengers being trapped in an elevator.

ALL TYPES OF EQUIPMENT

Contractor is required to dispose of used oil and/or lubricants in a lawful manner.

Contact Person for Kone, Inc. in cases of emergency service requests:

NAME/TITLE: **Brandon Bunkelman**

TELEPHONE: **734-678-0520**

FACSIMILE: **734-513-6948**

TOLL FREE #: **1-877-276-8691**

E-MAIL: **brandon.bunkelman@kone.com**

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **February 8, 2012**
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B1300158
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Kone, Inc.** **5300 SW Clay Ave** **Grand Rapids, MI 49548** **Email: mike.pattison@kone.com**	TELEPHONE: Matt McDonald **(616) 534-3300 Ext. 106** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1145 **Lymon C. Hunter, CPPB**
Contract Compliance Inspector: See Location Specification Sheets **Elevator Maintenance Services – MRO – Multiple State Agencies**	
CONTRACT PERIOD: **5yrs. + 2 one-year options** From: **December 15, 2010** To: **November 30, 2015**	
TERMS **N/A**	SHIPMENT **Per the attached specifications**
F.O.B. **N/A**	SHIPPED FROM **N/A**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

This amendment is for the purpose of removing contaminated oil in the elevator tank at the Michigan Department of Transportation, Blue Water Bridge (MDOT-BWB), Elevator #28563. This Contract is also INCREASED by $3,800.00.

All other terms, conditions, specifications and pricing remain the same.

AUTHORITY/REASON(S):

Per Vendor (Kevin Strasser) dated December 15, 2011, Agency (Debbie Land) dated January 31, 2012, and DTMB Procurement approval.

TOTAL ESTIMATED CONTRACT VALUE:: $295,370.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **December 1, 2011**
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B1300158
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Kone, Inc.** **5300 SW Clay Ave** **Grand Rapids, MI 49548** **Email: mike.pattison@kone.com**	TELEPHONE: Matt McDonald **(616) 534-3300 Ext. 106** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1145 **Lymon C. Hunter, CPPB**
Contract Compliance Inspector: See Location Specification Sheets **Elevator Maintenance Services – MRO – Multiple State Agencies**	
CONTRACT PERIOD: **5yrs. + 2 one-year options** From: **December 15, 2010** To: **November 30, 2015**	
TERMS **N/A**	SHIPMENT **Per the attached specifications**
F.O.B. **N/A**	SHIPPED FROM **N/A**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

This amendment is to remove the Dover Elevator (#32472) at Gilbert Hall at the Michigan School for the Deaf. Due to the sale of the Michigan School for the Deaf, DOE is no longer responsible for the maintenance at Gilbert Hall. Additionally, the monthly maintenance charge is reduced by $85.00 to $185.00. All other terms, conditions, specifications and pricing remain the same.

AUTHORITY/REASON(S):

Per vendor and agency agreement and DTMB Procurement approval.

TOTAL ESTIMATED CONTRACT VALUE:: $291,570.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **February 18, 2011**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B1300158
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Kone, Inc.** **5300 SW Clay Ave** **Grand Rapids, MI 49548** **Email: mike.pattison@kone.com**	TELEPHONE: Matt McDonald **(616) 534-3300 Ext. 106** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1145 **Lymon C. Hunter, CPPB**
Contract Compliance Inspector: See Location Specification Sheets **Elevator Maintenance Services – MRO – Multiple State Agencies**	
CONTRACT PERIOD: **5yrs. + 2 one-year options** From: **December 15, 2010** To: **November 30, 2015**	
TERMS **N/A**	SHIPMENT **Per the attached specifications**
F.O.B. **N/A**	SHIPPED FROM **N/A**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately, the Ryan and Mound Road Correctional Facilities are hereby added to this contract per the attached location specification sheets. Contract is hereby INCREASED by $53,400.00. All other terms, conditions, specifications and pricing remain the same.

AUTHORITY/REASON(S):

Per vendor and agency agreement and the approve the State Administrative Board on December 7, 2010.

INCREASE: $53,400.00

TOTAL REVISED ESTIMATED CONTRACT VALUE:: $291,570.00

071B1300158
Change Notice No. 1
Signature Block

FOR THE CONTRACTOR:	**FOR THE STATE:**
Kone, Inc.	
Firm Name	Signature
	Lymon C. Hunter, CPPB
Authorized Agent Signature	Name/Title
	Commodities Division, Purchasing Operations
Authorized Agent (Print or Type)	Division
Date	Date

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
CONTRACT#: 071B1300158

REVISED LOCATION SPECIFICATION SHEET (LSS)

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION:

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	12/15/10	*CONTRACT END DATE:*	12/1/2015
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 year contract with one (1) year option		
CONTRACTING AGENCY NAME:	Ryan Correctional Facility		
BUILDING NAME AND NUMBER:	100, 200, 300, 400, 500, 700, and 800		
BUILDING ADDRESS:	17600 Ryan Road		
REGION / COUNTY:	Statewide		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*Ryan Correctional Facility*		
PROCUREMENT OFFICE CONTACT NAME:	***Annette Powell***	***CONTACT PHONE #:***	***517-780-6568***
PROCUREMENT OFFICE CONTACT E-MAIL:	*powellal@michigan.gov*	***CONTACT FAX #:***	*517-780-6103*
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Mark Rudd*	***CONTACT PHONE #:***	*313-368-8300x51115*
CCI / FM CONTACT E-MAIL:	*ruddml@michigan.gov*	***CONTACT FAX #:***	*313-368-0405*

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:		OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	24 hours/day
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)		(FILL IN IF NEEDED)	
IDENTIFY DAYS OF SERVICE:	*365*	IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]	*24 hours/day*

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
X	Traction Elevators	2	10	$30.00	$300.00
X	Hydraulic Elevator / Lifts	5	12	$415.00	$4,980.00
☐	Escalator Maintenance			$	$
X	Labor		As needed	$	$
X	Parts		As needed	$	$
☐	Wiring Diagrams, Parts List & Parts Catalogs			$	$
☐	Tools			$	$
X	Lubricants		As needed	$	$
X	Equipment Adjusting		As needed	$	$
X	Cleaning / Painting		As needed	$	$
☐	Barriers / Barricades			$	$
X	Tests	1- Annual no load test, 1 full load test every 3 years	As required	$	$
X	Emergency Service			$	$
X	Records	Done w/inspection	As needed	$	$
☐	Examination of Premises			$	$
☐	Elevators Removed from Service			$	$
X	Inspection	1-Yearly; 1-Quarterly	As required	$	$
☐	State Ordered Repairs			$	$
☐	Cost of Insurance (refer to Terms and Conditions)			$	$
☐	Cost of Fringe Benefits (if not included as part of labor rate)			$	$
☐	Other Costs – (Provide detailed list or add rows to this table as needed)			$	$
				SUBTOTAL	$5,280.00
5 YEAR TOTAL					**$26,400.00**

FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:

UNIT PRICE BREAKDOWN:

Parts	$ 15.000
Labor	$ 130.00
Straight time per hour	$ 130.00
Fringe benefits per hour	$ 20.27

EMERGENCY SERVICE RATES PER HOUR

NN. **Monday through Friday** after 5:00 pm and before 8:00 am rate (overtime portion) $91.00

(Full Rate $130.00 + $91.00) **Total =** $221.00

OO. **Weekend Rates**

Friday/Saturday/Early Monday (5:00pm Friday through 11:59pm Saturday, 12:00 am Monday through 8:00am Monday)
(Overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

Sunday (12:00am Sunday through 11:59 pm Sunday)
(overtime portion) $91.00

(Full rates $130.00 + overtime portion $91.00) **Total =** $221.00

PP. **Holiday Rates** (12:00 am through 11:59 pm on holiday days)
(overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

January 1st, New Years Day, Memorial Day, Independence Day, July 4th
Labor Day Veterans Day, Thanksgiving Day Day after Thanksgiving, Christmas Day

EQUIPMENT

1. Amtech	Passenger	10444	
2. Whell-O-Vator Wheelchair	Lift	10464	
3. Dover	Passenger	10379	
4. Otis	Passenger	10401	
5. Cheney	Lift	10381	
6. Otis	Passenger	10402	

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
CONTRACT#: 071B1300158

REVISED LOCATION SPECIFICATION SHEET (LSS)

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION:

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	12/15/10	***CONTRACT END DATE:***	11/30/2015
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 year contract with one (1) year option		
CONTRACTING AGENCY NAME:	Mound Correctional Facility		
BUILDING NAME AND NUMBER:	100, 200, 300, 400, 500, 700, and 800		
BUILDING ADDRESS:	17601 Mound Road		
REGION / COUNTY:	Statewide		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	Mound Correctional Facility		
PROCUREMENT OFFICE CONTACT NAME:	**Annette Powell**	**CONTACT PHONE #:**	**517-780-6568**
PROCUREMENT OFFICE CONTACT E-MAIL:	powellal@michigan.gov	**CONTACT FAX #:**	517-780-6103
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	Mark Rudd	**CONTACT PHONE #:**	313-368-8300x51115
CCI / FM CONTACT E-MAIL:	ruddml@michigan.gov	**CONTACT FAX #:**	313-368-0405
LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:		OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	24 hours/day
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)		**(FILL IN IF NEEDED)**	
IDENTIFY DAYS OF SERVICE:	365	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*24 hours/day*

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
X	Traction Elevators	2	10	$30.00	$300.00
X	Hydraulic Elevator / Lifts	5	12	$415.00	$4,980.00
☐	Escalator Maintenance			$	$
X	Labor		**As needed**	$	$
X	Parts		**As needed**	$	$
☐	Wiring Diagrams, Parts List & Parts Catalogs			$	$
☐	Tools			$	$
X	Lubricants		**As needed**	$	$
X	Equipment Adjusting		**As needed**	$	$
X	Cleaning / Painting		**As needed**	$	$
☐	Barriers / Barricades			$	$
X	Tests	**1- Yearly no load, 1- Every 3 years full load**	**As required**	$	$
X	Emergency Service		**As needed**	$	$
X	Records		**As needed**	$	$
☐	Examination of Premises			$	$
☐	Elevators Removed from Service			$	$
X	Inspection	**1-Yearly; 1- Quarterly**	**As required**	$	$
☐	State Ordered Repairs			$	$
☐	Cost of Insurance (refer to Terms and Conditions)			$	$
☐	Cost of Fringe Benefits (if not included as part of labor rate)			$	$
☐	Other Costs – (Provide detailed list or add rows to this table as needed)			$	$
				SUBTOTAL	$5,280.00
5 YEAR TOTAL					**$26,400.00**

FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:

UNIT PRICE BREAKDOWN:

Parts	$ 20.00
Labor	$ 130.00
Straight time per hour	$ 130.00
Fringe benefits per hour	$ 20.27

EMERGENCY SERVICE RATES PER HOUR

QQ. **Monday through Friday** after 5:00 pm and before 8:00 am rate (overtime portion) $91.00

(Full Rate $130.00 + $91.00) **Total** = $221.00

RR. **Weekend Rates**

Friday/Saturday/Early Monday (5:00pm Friday through 11:59pm Saturday, 12:00 am Monday through 8:00am Monday)
(Overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total** = $221.00

Sunday (12:00am Sunday through 11:59 pm Sunday)
(overtime portion) $91.00

(Full rates $130.00 + overtime portion $91.00) **Total** = $221.00

SS. **Holiday Rates** (12:00 am through 11:59 pm on holiday days)
(overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total** = $221.00

January 1st, New Years Day, Memorial Day, Independence Day, July 4th
Labor Day Veterans Day, Thanksgiving Day Day after Thanksgiving, Christmas Day

1. Amtech	Passenger	10445	
2. Cheney	Passenger	10463	
3. Dover	Passenger	10378	
4. Otis	Passenger	10403	
5. Cheney	Passenger	10380	
6. Otis	Passenger	10404	

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **February 1, 2011**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B1300158
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Kone, Inc.** **5300 SW Clay Ave** **Grand Rapids, MI 49548** **Email: mike.pattison@kone.com**	TELEPHONE: Matt McDonald **(616) 534-3300 Ext. 106** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1145 **Lymon C. Hunter, CPPB**
Contract Compliance Inspector: See Location Specification Sheets **Elevator Maintenance Services – MRO – Multiple State Agencies**	
CONTRACT PERIOD: **5yrs. + 2 one-year options** From: **December 15, 2010** To: **November 30, 2015**	
TERMS **N/A**	SHIPMENT **Per the attached specifications**
F.O.B. **N/A**	SHIPPED FROM **N/A**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION:	

The terms and conditions of this Contract are those of ITB #071I0200218, this Contract Agreement and the vendor's quote dated September 17, 2010. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $238,170.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
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530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B1300158
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	TELEPHONE: Matt McDonald **(616) 534-3300 Ext. 106**
Kone, Inc. **5300 SW Clay Ave** **Grand Rapids, MI 49548** **Email: mike.pattison@kone.com**	CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1145 **Lymon C. Hunter, CPPB**
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THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I0200218. Orders for delivery will be issued directly by the Department of Various State Agencies through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:	**FOR THE STATE:**
Kone, Inc. Firm Name	Signature
Authorized Agent Signature	**Lymon C. Hunter, CPPB** Name/Title
Authorized Agent (Print or Type)	**Commodities Division, Purchasing Operations** Division
Date	Date

STATE OF MICHIGAN
Department of Technology Management and Budget
Purchasing Operations

Contract No. 071B1300158
Elevator Maintenance Services - Statewide

Buyer Name: Lymon C. Hunter, CPPB
Telephone Number: (517) 241-1145
E-Mail Address: HunterL@Michigan.gov

Table of Contents

DEFINITIONS *53*

Article1 – Statement of Work (SOW) *55*

INTRODUCTION **55**
1.010 Project Identification 55
1.011 Project Request 55
1.012 Background – Deleted – N/A 55
1.020 Scope of Work and Deliverables 55
1.021 In Scope 55
1.022 Work and Deliverable 55
1. STAFFING AND SUB-CONTRACTORS 55
2. SECURITY 55

1. SPECIFICATIONS INTRODUCTION **56**

a. Traction Elevators **56**

b. Hydraulic Elevator / Lifts **57**

c. Escalator **57**

2. SUPPORTING STAFF AND OFFICE FACILITIES **58**

3. SCHEDULE OF SERVICES **58**

4. LABOR **59**

5. PARTS **59**

6. WIRING DIAGRAMS, PARTS LIST & PARTS CATALOGS **60**

7. TOOLS **61**

8. LUBRICANTS **61**

9. ADJUSTING **61**

10. CLEANING/PAINTING **61**

11. BARRIERS/BARRICADES **61**

12. TESTS **62**

13. EMERGENCY SERVICE **62**

14. RECORDS **63**

15. EXAMINATION OF PREMISES **63**

16. ELEVATORS REMOVED FROM SERVICE **63**

17. INSPECTION **63**

18. SECURITY SCREENING **64**

19. ROYALTIES, PATENTS, NOTICES, AND FEES **64**

20. WORKING CONDITIONS **64**

21. MATERIALS AND WORKMANSHIP **64**

22. EMPLOYEES AND SUPERINTENDENTS **65**

23. PROTECTION **65**

24. STATE'S RIGHT TO DO WORK **65**

25. CLEAN UP **65**

26. STATE ORDERED REPAIRS **65**

27. SAFETY REGULATIONS **66**

28. REGULATORY REQUIREMENTS **66**
C. RESEARCH AND PRODUCT DEVELOPMENT 66
D. QUALITY ASSURANCE PROGRAM 66

E. WARRANTY/SERVICE 66
F. SERVICE 67
1. ORDERING/CUSTOMER SERVICE 67
2. TRAINING 67
3. REPORTING 67
4. SPECIAL PROGRAMS 67
1.404 Proposal Pricing 68

1.50 Compensation and Payment 68
1.501 Compensation and Payment 68
B. Quick / Prompt Payment Terms 69
1.502 Price Term 69

Article 2, Terms and Conditions 70
2.000 Contract Structure and Term 70
2.001 Contract Term 70
2.002 Options to Renew 70
2.003 Legal Effect 70
2.004 Attachments & Exhibits 70
2.005 Ordering 70
2.006 Order of Precedence 70
2.007 Headings 70
2.008 Form, Function & Utility 71
2.009 Reformation and Severability 71
2.010 Consents and Approvals 71
2.011 No Waiver of Default 71
2.012 Survival 71
2.020 Contract Administration 71
2.021 Issuing Office 71
2.022 Contract Compliance Inspector 71
2.023 Project Manager – Deleted N/A 71
2.024 Change Requests 72
2.025 Notices 72
2.026 Binding Commitments 72
2.027 Relationship of the Parties 72
2.028 Covenant of Good Faith 72
2.029 Assignments 73
2.030 General Provisions 73
2.031 Media Releases 73
2.032 Contract Distribution 73
2.033 Permits 73
2.034 Website Incorporation 73
2.035 Future Bidding Preclusion 73
2.036 Freedom of Information 73
2.037 Disaster Recovery 74
2.040 Financial Provisions 74
2.041 Fixed Prices for Services/Deliverables - Deleted N/A 74
2.042 Adjustments for Reductions in Scope of Services/Deliverables 74
2.043 Services/Deliverables Covered 74
2.044 Invoicing and Payment – In General 74
2.045 Pro-ration 74
2.046 Antitrust Assignment 75
2.047 Final Payment 75
2.048 Electronic Payment Requirement 75
2.050 Taxes 75
2.051 Employment Taxes 75
2.052 Sales and Use Taxes 75
2.060 Contract Management 75
2.061 Contractor Personnel Qualifications 75
2.062 Contractor Key Personnel 75
2.063 Re-assignment of Personnel at the State's Request 76
2.064 Contractor Personnel Location 76
2.065 Contractor Identification 76
2.066 Cooperation with Third Parties 76
2.067 Contractor Return of State Equipment/Resources 77
2.068 Contract Management Responsibilities 77

2.070 Subcontracting by Contractor 77
2.071 Contractor Full Responsibility 77
2.072 State Consent to Delegation 77
2.073 Subcontractor Bound to Contract 77
2.074 Flow Down 78
2.075 Competitive Selection 78
2.080 State Responsibilities 78
2.081 Equipment 78
2.082 Facilities 78
2.090 Security 78
2.091 Background Checks 78
2.092 Security Breach Notification 78
2.100 Confidentiality 79
2.101 Confidentiality 79
2.102 Protection and Destruction of Confidential Information 79
2.103 Exclusions 79
2.104 No Implied Rights 79
2.105 Respective Obligations 79
2.110 Records and Inspections 80
2.111 Inspection of Work Performed 80
2.112 Examination of Records 80
2.113 Retention of Records 80
2.114 Audit Resolution 80
2.115 Errors 80
2.120 Warranties 80
2.121 Warranties and Representations 80
2.122 Warranty of Merchantability – Deleted N/A 81
2.123 Warranty of Fitness for a Particular Purpose – Deleted N/A 81
2.124 Warranty of Title – Deleted N/A 81
2.125 Equipment Warranty – Deleted N/A 81
2.126 Equipment to be New – Deleted N/A 81
2.127 Prohibited Products – Deleted N/A 81
2.128 Consequences For Breach 81
2.130 Insurance 82
2.131 Liability Insurance 82
2.132 Subcontractor Insurance Coverage 83
2.133 Certificates of Insurance and Other Requirements 83
2.140 Indemnification 84
2.141 General Indemnification 84
2.142 Code Indemnification 84
2.143 Employee Indemnification 84
2.144 Patent/Copyright Infringement Indemnification 84
2.145 Continuation of Indemnification Obligations 85
2.146 Indemnification Procedures 85
2.150 Termination/Cancellation 85
2.151 Notice and Right to Cure 85
2.152 Termination for Cause 86
2.153 Termination for Convenience 86
2.154 Termination for Non-Appropriation 86
2.155 Termination for Criminal Conviction 87
2.156 Termination for Approvals Rescinded 87
2.157 Rights and Obligations upon Termination 87
2.158 Reservation of Rights 87
2.160 Termination by Contractor 87
2.161 Termination by Contractor 87
2.170 Transition Responsibilities 88
2.171 Contractor Transition Responsibilities Deleted – N/A 88
2.172 Contractor Personnel Transition 88
2.173 Contractor Information Transition 88
2.174 Contractor Software Transition 88
2.175 Transition Payments 88
2.176 State Transition Responsibilities 88
2.180 Stop Work 89
2.181 Stop Work Orders 89
2.182 Cancellation or Expiration of Stop Work Order 89
2.183 Allowance of Contractor Costs 89

2.190 Dispute Resolution 89
2.191 In General 89
2.192 Informal Dispute Resolution 89
2.193 Injunctive Relief 90
2.194 Continued Performance 90
2.200 Federal and State Contract Requirements 90
2.201 Nondiscrimination 90
2.202 Unfair Labor Practices 90
2.203 Workplace Safety and Discriminatory Harassment 90
2.204 Prevailing Wage – Deleted N/A 90
2.210 Governing Law 91
2.211 Governing Law 91
2.212 Compliance with Laws 91
2.213 Jurisdiction 91
2.220 Limitation of Liability 91
2.221 Limitation of Liability 91
2.230 Disclosure Responsibilities 91
2.231 Disclosure of Litigation 91
2.232 Call Center Disclosure Deleted – N/A 92
2.233 Bankruptcy 92
2.240 Performance 92
2.241 Time of Performance 92
2.242 Service Level Agreements (SLAs) – Deleted N/A 92
2.243 Liquidated Damages Deleted N/A 92
2.250 Approval of Deliverables Deleted N/A 93
2.251 Delivery Responsibilities Deleted N/A 93
2.252 Delivery of Deliverables Deleted N/A 93
2.253 Testing Deleted N/A 93
2.254 Approval of Deliverables, In General Deleted N/A 93
2.255 Process For Approval of Written Deliverables Deleted N/A 93
2.256 Process for Approval of Services Deleted N/A 93
2.257 Process for Approval of Physical Deliverables Deleted N/A 93
2.258 Final Acceptance Deleted N/A 93
2.260 Ownership Deleted N/A 93
2.261 Ownership of Work Product by State Deleted N/A 93
2.262 Vesting of Rights Deleted N/A 93
2.263 Rights in Data Deleted N/A 93
2.264 Ownership of Materials Deleted N/A 93
2.270 State Standards 93
2.271 Existing Technology Standards Deleted N/A 93
2.272 Acceptable Use Policy Deleted N/A 93
2.273 Systems Changes Deleted N/A 93
2.280 Extended Purchasing 93
2.281 MIDEAL Deleted N/A 93
2.282 State Employee Purchases Deleted N/A 93
2.290 Environmental Provision 93
2.291 Environmental Provision Deleted N/A 93
2.300 Other Provisions 93
2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials 93

Attachment A, Pricing

DEFINITIONS

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

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

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

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

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

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

CCI means Contract Compliance Inspector.

Days means calendar days unless otherwise specified.

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

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

DTMB means the Michigan Department of Technology Management and Budget.

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

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

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

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

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

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

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

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

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

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

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

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

SLA means Service Level Agreement.

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

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

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

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

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

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

Work in Progress means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

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

Article1 – Statement of Work (SOW)

INTRODUCTION

1.010 Project Identification

1.011 Project

This is a Contract for elevator maintenance services for various State of Michigan facilities as detailed on the attached location specification sheets.

1.012 Background – Deleted – N/A

1.020 Scope of Work and Deliverables

1.021 In Scope

Section I of this document is designed to provide the Contractor with information on requirements associated with this Contract.

1.022 Work and Deliverable

1. STAFFING AND SUB-CONTRACTORS

The Contractor shall provide appropriate staff to properly service the Contractor. The Contractor shall identify the key personnel by name and title, years of experience, licenses, discuss their primary responsibilities, and indicate where these personnel will be physically located during the Contractor. The Contractor shall identify key individuals by name and title.

2. SECURITY

The Contractor may require frequent deliveries to State of Michigan facilities. The Contractor shall provide measures utilized by their firm to ensure the security and safety of these buildings. This shall include, but is not limited to, performance of security background checks on all personnel assigned to State of Michigan facilities (i.e. maintenance mechanics, delivery people, etc.) and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. If security background checks are performed on staff, the Contractor shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, the Contractor shall provide the results of all security background checks.

Upon review of the security measures utilized by the Contractor, the State will decide whether to issue State ID badges to the Contractor's delivery personnel or accept the ID badge issued to delivery personnel by the Contractor.

The State may decide to also perform a security background check. If so, the Contractor will be required to provide to the State a list of all service people that will service State of Michigan facilities, including name and date of birth (social security number of driver license number would also be helpful).

The Contractor and its subcontractors shall comply with the security access requirements of each individual State facility.

1. SPECIFICATIONS INTRODUCTION

The Contractor shall provide all personnel, furnish and install all parts, provide tools, supervision, equipment, supporting services, and staff and every required service or person, directly or indirectly necessary to provide complete inspection, testing and all preventative, routine, special and emergency maintenance and repair services for all Elevators as described in this Contractor. The State will be the first interpreter of the Contractor's performance under this Contractor.

The maintenance of all Elevators shall be consistent with that prescribed by the respective Elevator manufacturers as well as ANSJ/ASME Standards 2000, Part 8.6 – Maintenance Repair, and shall include such additional services as the conditions of the individual Elevators warrant:

**For safe efficient operations;

**To meet the requirements of the elevator regulation enforcement authorities;

**To extend the service life of the elevators;

**To minimize maintenance down time and trouble callbacks to rates comparable to, or no higher than, the lowest occurrence rates of the elevator maintenance industry.

The following generally outlines examples of the type of work involved in the services of this Contractor. However, the following does not by inclusion or exclusion, or in any other way, limit or otherwise restrict or preclude any specific elements of service necessary to maintain complete elevator systems in accordance with the best maintenance practices of the elevator industry.

a. Traction Elevators

Regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all components integral to the existing elevator system.

Machine which includes the motor, worm gear, ring gear, thrust bearing, drive shaft, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings and component parts.

Controller, selector and dispatching equipment, all relays, solid-state components, resistors, condensers, transformers, contacts, leads dashpots, timing devices, computer devices, steel selector tape, and mechanical & electrical driving equipment.

Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.

Deflector or secondary sheave, bearings, car & counterweight buffers, car & counterweight guide rails, top & bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and quideshoes including rollers or gibs.

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary closing devices.

Automatic power operated door operator, car door operator, car door hanger, car door contact, door protective device, load weighting equipment, car frame, car safety mechanism, platform, elevator car guide shoes, gibs or rollers.

Periodically examine all safety devices & governors and conduct an annual no-load test.

Inspect and adjust all wire ropes to maintain a continuous and adequate safety factor. Maintain equalized tension on all hoisting ropes. Notify the State in writing of any projected need for replacement with adequate lead-time for acquisition of parts.

Repair or replace electrical cables, conductors and wiring of elevator systems of hoistways and machine room elevator wiring.

Apply all lubricants necessary for proper lubrication of elevators as recommended by manufacturer.

b. Hydraulic Elevator / Lifts

Regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all components integral to the existing elevator system.

Controller, selector & dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, computer devices, steel selector tape, mechanical & electrical driving equipment, cylinder packing, and hydraulic fluid.

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary closing devices.

Automatic power operated door operator, car door operator, car door hanger, car door contact, door protective device, car frame, platform, elevator car guide shoes, gibs or rollers.

Apply all lubricants necessary for proper lubrication of elevators as recommended by manufacturer. Contractor will provide and keep current a chart in the pit room showing amount of oil added and when. Contractor is required to dispose of used oil in a lawful manner.

c. Escalator

Regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all components integral to the existing elevator system.

Escalator power unit, controller parts, electrical switch & wiring, bearings governors & brakes, handrails, step & chain wheels, chains & sprockets, steps & step threads, comb plates, and safety devices.

Contractor will periodically examine all safety devices and furnish all lubricants necessary for proper lubrication as recommended by manufacturer.

2. SUPPORTING STAFF AND OFFICE FACILITIES

The Contractor shall assign and identify in writing to the State, a Contractor Representative having full authority in all matters pertaining to administration of this Contractor with the State.

The Contractor shall also assign and identify a licensed staff person to act as a liaison with the State on the technical matters of the Contractor. The Contractor shall also have available service engineers, final adjusting technicians, and other management personnel to comprise an organization capable of assuming the responsibility of this Contractor.

The Contractor shall be of sufficient size with resources to perform the Contractor requirements. One office employee will be available to answer the phone at all times during regular business hours and the Contractor shall have a means for receiving and responding to after hour call back notifications.

3. SCHEDULE OF SERVICES

Within 30 workdays of award of Contractor, the Contractor shall prepare and submit a detailed schedule, acceptable to the State, for the total proposed maintenance program, which includes the details of service for each elevator on the Contractor. Schedule to be given to the Buyer at Purchasing Operations, with a copy for the Contractor Administrator, for approval. The approved schedule shall be amended and resubmitted for approval within 10 workdays should additional elevators be added to this Contractor. The approved schedule of services will then become part of the Contractual obligations and requirements.

The scheduled work shall include all maintenance tests and inspections required by law; recommended by the elevator manufacturers; and as otherwise provided for in this Contractor. The schedule shall identify the average projected periods of down time for scheduled and routine maintenance and tests. Adherence to the approved schedule is a condition of this Contractor.

Geared or gearless elevators and escalators shall be examined and serviced semi-monthly, per each elevator. Hydraulic elevators shall be examined and serviced monthly. Semi-monthly or weekly examination frequency, for each elevator shall be provided if required, as a result of equipment usage and need for additional attention.

The following minimum on-the-job preventive maintenance examination schedule is required each month.

a. Geared elevators; Three and one half (3 ½) hours of on the job preventive maintenance examinations shall be provided each month for “each” geared elevator. Service required is per elevator, not per building.

b. Gearless elevators; Four (4) hours for “each” gearless elevator. Service required is per elevator, not per building.

c. Hydraulic elevators; One and one half (1 ½) hours “each” for hydraulic elevator. Service required is per elevator, not per building.

d. Escalators; Three (3) hours for “each” escalator. Service required is per escalator, not per building.

The above paragraphs set a minimum requirement for the number of hours the elevator maintenance journeymen shall spend on each elevator, per each State Office Building. It also gives the Physical Plan Supervisor a way to verify the number of monthly examination hours spent at each State Office Building. All records kept by the Contractor must show that elevator preventative maintenance was adhered to per the Contractual requirements as set forth in this Contractual agreement.

The maintenance journeyman shall check in with the physical plant supervisor upon arrival at the facility, and check out when leaving, after having made these examinations.

Hoist ways and escalator wells shall be thoroughly cleaned annually, or at shorter intervals if required. Hoist way door hangers and interlocks shall be cleaned, adjusted, renewed, or repaired monthly, or at shorter intervals if required.

4. LABOR

The Contractor shall provide all necessary labor to perform repairs, supervise work, perform examinations, adjust equipment, maintain records, conduct tests, answer trouble call backs and any other work required by the Contractor. The labor shall be elevator journeymen with a current State journeyman's license. Helpers may work on the site under the direct supervision of a licensed journeyman.

The Contractor shall make every effort to provide a journeyman within ½ hour but not to exceed one (1) hour travel time from elevator locations and shall be available for any regular time or overtime work as required. The Contractor shall provide supervisors to assist field personnel where necessary and shall supervise maintenance work on an ongoing basis.

The State reserves the right to require the Contractor to replace and/or exclude any individual from any work in this Contractor. Such request will be in writing with reasons defined. The Contractor's staff shall wear uniforms that are neat and clean. Identification on the uniform shall state the company and employees name. The State reserves the right to require all Contractor's staff to wear state provided identification at all times when in a State facility. Such identification will be provided by and returned to the facility manager.

5. PARTS

Parts are defined as all parts, components, and devices which wear, fatigue, or otherwise fail as a result of normal usage or application of power and which must be adjusted, repaired, renewed or replaced for safe and efficient elevator/escalator operation. This includes but is not limited to: cables, wiring, controllers, switch gear, machines, motors, pumps, packings, pistons, safeties, reversing devices, motor-generators, commutators, field coils, bearing, worms/gears, rollers, shoes, hinges, signal light bulbs, sockets, push buttons, starters and ballasts.

The Contractor shall install, test, adjust and maintain all parts needed or used on the elevator equipment. Except as noted below, the Contractor shall furnish, repair and/or replace all parts of the respective elevator systems in this Contractor, except as noted. The quality of the parts used under this Contractor shall be equal to or better than the original parts provided by the elevator's manufacturer. Sufficient replacement parts shall be stocked in the machine rooms in metal part cabinets provided by the Contractor. Where several buildings are part of a complex or where it may be otherwise beneficial. A lockable central parts storage may be made available by the State.

The Contractor must provide expedited parts acquisition for any part, which prevents an elevator from being in service. Any part not in the Contractor's inventory shall be acquired by the most expedient means available. The State will not be subjected to

any additional costs for reasons of acquisition of any part necessary to restore an elevator to service in the minimum achievable time.

The State is not liable or responsible for the cost of, or the security of, any parts stored on State property.

Hoisting cables and governor cables replacements shall meet all applicable codes and manufacturers specifications.

The Contractor shall not be required to furnish the following parts, however, should the parts listed below require replacement, the Contractor shall immediately notify the facility manager (or Contractor Administrator in the facility manager's absence). Contractor shall not proceed with installation of said part until authorized by the State (see Terms and Conditions, "State Ordered Repairs," for billing information):

a. Incandescent or Florescent cab light tubes

b. Telephone instruments, unless system is an integral push button hands free phone type system.

c. Power supply and feeder switch gear

d. Cab panels, door panels, cab ceilings, door frames, sills, any refinishing work on cab walls, doors, door frames, fixture face-plates and sills

e. Hydraulic elevator cylinders and buried/underground piping

f. Parts, whose replacement is made necessary as a result of abuse and/or damage, for which the Contractor is not responsible for or has not contributed to.

6. WIRING DIAGRAMS, PARTS LIST & PARTS CATALOGS

Within sixty (60) days of execution of the Contractor the Contractor shall analyze the completeness, adequacy and accuracy of all existing plans, specifications, maintenance instructions, wiring diagrams, and other data currently held by the State pertaining to the operation and maintenance of each elevator. The Contractor shall identify any missing items and provide a written report covering the findings to Purchasing Operations. After completion of this report, no claims by the Contractor that any missing diagrams/plans will be an acceptable reason for any service deficiencies.

If the Contractor identifies that certain plans, specifications, maintenance instructions, wiring diagrams, parts list, or parts catalogs are missing, the State will be responsible for acquiring the missing items. All plans, specifications, maintenance instructions, wiring diagrams, and other data are the sole property of the State and will be labeled as such.

At the end of this Contractor period, the Contractor will be required to replace any missing plans, specifications, maintenance instructions, wiring diagrams, or any other data. The Contractor shall file and post all data for all elevators covered by this Contractor. Wiring diagrams are to be filed in the machine room. Wiring diagrams are not to be removed from the building under any circumstances. All plans, diagrams, specifications, instructions MUST remain in the building during and at the expiration of this Contractor and are considered the property of the State.

All parts leaflets and books are to be systematically stored in appropriate metal cabinets along with maintenance manuals, spare parts, instructions, etc. All data

relating to the elevators shall become the property of the State and shall not be removed at the expiration of this Contractor.

7. TOOLS

It will be the vendor's sole responsibility to have access to or be able to acquire the proper tools in order to provide the elevator service. The State will NOT be responsible to furnish any tools necessary to perform the elevator service.

8. LUBRICANTS

The Contractor shall provide lubricants equal to or superior to those recommended by the manufacturer. Lubricants shall be identified by label, and shall consist of worm gear oil, bearing oil, wire rope lubricant, hydraulic fluids, bearing grease, etc. Lubricants shall be manufactured for use with elevator equipment. All lubricants shall be kept clean and stored in a safe container in each machine room.

9. ADJUSTING

Equipment shall be maintained in proper adjustment for safe and efficient operation. Elevator equipment shall be adjusted for smooth operation, accurate leveling, and efficient door operation. Equipment shall function to accepted industry standards. All elevators shall operate at original specification speed under any/all load conditions. Original specification information can be obtained from the Michigan Department of Labor, Elevator Division, Lansing, MI. Hoist cables shall be adjusted as necessary for proper tension on drive sheave. Dispatching systems shall be adjusted to reflect actual traffic conditions for maximum efficiency. Any changes in adjustments of dispatching or door open/close systems must have the approval of the Facility Manager or Contractor Administrator prior to the change except where the adjustment is necessary to bring operation back to last approved speed.

10. CLEANING/PAINTING

The elevator hoist ways, hoist way walls, hoist way pits, and all elevator equipment located in hoist ways shall be maintained in a clean condition at all times. Equipment is to be painted to allow easy cleaning and eliminate any possibilities of metal deterioration. Machine room and all equipment therein including equipment cabinets, devices, controllers, selectors, machines and all painted parts shall be painted regularly and maintained in a clean condition. No painting or related activity is allowed without prior approval of the Facility Manager or Contractor Administrator each time any painting or related activity takes place.

11. BARRIERS/BARRICADES

Barriers: The Contractor shall furnish, install, maintain as long as necessary, and remove when no longer required adequate barriers, warning signs, or lights at all open elevator hoistways and other dangerous points throughout the work for protection of property, workmen and the public.

Barricades: The Contractor shall erect and maintain all hoistway barricades during the periods that an elevator is shut down for replacement or modernization. Barricades shall be in full compliance with rules and ordinances describing barricading and shall be removed when the hazard is no longer present.

12. TESTS

The Contractor shall notify the facility manager prior to any testing taking place to ensure no problems arise. The Contractor shall conduct all State required tests such as but not limited to; pressure relief tests, buffer tests, full load safety tests, periodic tests, kinetic energy door closing pressure tests, test to determine leaking cylinders, piping, and fire alarm recall system. Tests for the fire recall system are to be conducted every three (3) months. Tests shall be conducted in accordance with State laws, rules & regulations, as administered by the Department of Labor, in effect upon execution of this Contractor and as implemented thereafter during the life of this Contractor. All tests unless otherwise directed shall be performed during regular work hours. Copies of all tests results shall be provided to the Contractor Administrator.

The Contractor shall immediately correct any deficiency, arising from inadequate maintenance, which causes an elevator to fail a legally required test or any inspection by the elevator regulation authority. The State will not be liable for any costs incurred in such correction or any resultant retesting or re-inspection.

13. EMERGENCY SERVICE

Emergency service, not otherwise covered by this Contractor, shall be provided when required. The cost of the labor for such service during regular working hours (8:00 AM to 5:00 PM Monday through Friday) is to be included in the monthly Contractor price. If emergency service is required and any part thereof is authorized by the State to be performed outside regular working hours it shall be provided in addition to the monthly Contractor price.

The State will only pay extra for the work outside regular working hours when:

** The necessity for the emergency work was not caused, or contributed to, by the Contractor,

** The necessity is not a result of the Contractor's failure to adequately provide the services requested herein and is outside the scope of the work of the Contractor.

** The overtime is specifically authorized by the State for each occurrence. The Contractor Administrator will supply the Contractor a list of persons authorized to place emergency calls.

From the time a call back for emergency service is placed, the Contractor must have the necessary workers on site within one half (1/2) hour, or less, but not to exceed one (1) hour travel time in cases of personal injury involving elevators or passengers being trapped in an elevator.

The mechanic shall fill out a service report form and leave one (1) copy of it with the facility manager describing the problem, why it happened and the corrective action taken. The State will not be responsible for replacement of any part during an emergency call where such replacement arose from, or is contributed to, by any inadequacy of the Contractor's performance of this Contractor. Any defective parts which are replaced on the equipment and the Contractor believes are not covered within the scope of this Contractor or are damaged as the results of misuse or abuse by the agency, should be billed to the State as an extra to the Contractor, and shall be left with the Facility Manager before the Contractor's mechanic leaves the building.

14. RECORDS

Within 60 days of execution of Contractor the Contractor shall prepare, and upon the State's approval, place in use a standard report form for documenting services performed. The form shall include and list the inspections, tests, and other services required by the elevator manufacturer(s), those required by law plus those deemed appropriate by the Contractor and required by the Contractor. The form shall also show, as a minimum, the maintenance performed for each elevator and the total time expended, the cause of any problems and a list of any parts replaced. It shall differentiate between routine maintenance work and emergency service. The senior licensed elevator mechanic performing or supervising the work shall sign the completed form. As a condition of payment for the related service, one (1) copy of this report will be submitted to the building manager or designee prior to leaving the building on each service visit. A permanent record log will be maintained in the elevator machine room in addition to any check chart utilized by the Contractor.

Records are to be provided covering any changes to equipment or adjustments for the improvement of efficiency and safety. The Contractor is encouraged to recommend changes to equipment to improve safety and operational efficiency.

The Contractor's personnel must sign in at the facility manager's office or other designated place giving date and time when entering the building and shall notify the facility manager or designee of their presence. When leaving, personnel must sign out giving time and date. This procedure must also be used when answering emergency calls. There are no exceptions.

At the end of each month the Contractor shall submit to the Contractor Administrator a report of all activities/maintenance in such detail as may document adherence to the approved schedule. The report shall also give the number of emergency calls for the month, which elevators were affected and number of emergency calls per elevator. Also indicate if any major repair work was completed during the month. A state representative may review and evaluate the reasons for excessive emergency call and require corrective action.

15. EXAMINATION OF PREMISES

The Contractor shall become familiar with each elevator to be included in this Contractor and shall survey the components and systems to define the current status and adequacy of maintenance. Any defective condition which would prevent implementation of the work of this Contractor or any adverse local conditions of work shall be set forth in the Contractor's response. The Contractor shall be held to have made such examinations and no allowances will be made by reason of error or omission to make adequate examination.

16. ELEVATORS REMOVED FROM SERVICE

When elevators are removed from service for modernization/replacement or lack of need, the unit price(s) involved based upon the listed unit price breakdown shall reduce the Contractor amount. When elevators are returned to service the price shall be adjusted to meet current pricing all in accordance with Contractor price adjustment provision.

17. INSPECTION

The Using Agency or its designee may inspect elevators at various intervals independent of the Contractor. The purpose of this inspection will be for auditing and

insuring that the Contractor is providing preventative maintenance and/or repairs of the quality and timeliness anticipated, and required, by the Contractor.

It will be the responsibility of the Contractor to notify the Contractor administrator of the start date and approximate finish date of the work. In case of any dispute arising between the Contractor and the Contractor Administrator as to the manner of performing the work, the Contractor Administrator shall have authority to suspend the work until Purchasing Operations can resolve the question at issue.

In no instance shall any action or omission on the part of the Contractor Administrator relieve the Contractor of the responsibility of performing the work in accordance with the Contractor documents.

18. SECURITY SCREENING

The Department/Agency reserves the right to screen for the purpose of security all employees of the Contractor who will work on these premises. The Contractor must replace any prospective employees who are found to constitute security risks. The State further reserves the right to recommend reassignment of personnel deemed unsatisfactory by the State. Such employees in either case may not be assigned at any other State location.

19. ROYALTIES, PATENTS, NOTICES, AND FEES

Contractor shall give all notices and pay all royalties and fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the State harmless from loss on account thereof. The Contractor shall comply with all laws, ordinances, and codes applicable to any portion of the work.

20. WORKING CONDITIONS

All work shall be done in accordance with all regulations governing the State Agency wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of that State Agency. Materials, tools, etc., shall be confined so as not to unduly encumber the premises. Normal work hours are 8:00 AM until 5:00 PM, Monday through Friday except for holidays.

The Facility Manager will provide necessary registered and returnable keys for the Contractor's entrance to areas of buildings necessary for access to elevators and machine rooms after award of Contractor.

Should the work comprising this project be performed at a state agency for the Department of Corrections, Mental Health, Social Services, Commerce, or Education, the Contractor shall comply with all security regulations and special working conditions as required by the agency. Access to and egress from the buildings and agency grounds shall be via routes specifically designated by the state agency.

21. MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose. Whenever an article, material, or equipment is specified by name, a substitute of equal qualifications approved by the State may be used. All materials used shall be equal to or better than the original parts. All replacement parts shall be new and designed for proper and safe operation of the equipment. Workmanship shall be of the best quality and consistent with accepted elevator practices.

If any part of the Contractor's work depends for proper results upon existing work or the work of another Contractor, the Contractor shall notify the Facility Manager before

commencing work of any defects that will affect the results. Failure to do notify will constitute the acceptance of the conditions.

22. EMPLOYEES AND SUPERINTENDENTS

Contractor shall enforce good order among all employees and shall not employ on the work any disorderly, intemperate, or unfit person or anyone not skilled in their assigned work.

23. PROTECTION

Contractor shall properly protect all new existing work from damage. Proper safety provisions shall be made at all times for the protection of all persons. The Contractor shall be responsible for the protection of State and private property located within the facility against damage by the Contractor's operations during the period of Contractual agreement and shall exercise care to prevent damage to structures. Any damage to State property resulting from the Contractor's operations shall be promptly repaired or replaced by the Contractor without additional cost to the State.

24. STATE'S RIGHT TO DO WORK

A copy of any audits and/or inspection reports indicating unsatisfactory elevator conditions or Contractor performance will be provided to the Contractor. A meeting may be held with the Contractor to review the conclusions of the audit or inspection report and to develop a plan of any necessary action. If the Contractor disagrees with any items of the report or refuses to take action, the State may take appropriate independent action as follows:

a. In any matter affecting the health, safety or welfare of State employees or the public where following either written or verbal notification, the Contractor refuses or neglects to correct the hazard the State may, without prejudice to any other available recourse or process, take such action as it deems necessary to assure safety and/or protect property.

b. In matters not affecting health, safety or public welfare, the State may obtain an analysis of the issue by an independent consultant. Where the consultant confirms the State's position the State may then take any action necessary to correct the problem.

c. In either case where the State takes independent action, which is a required obligation of the Contractor and which is subsequently determined to be either prudent or necessary, the total costs thereof will be assessed against any moneys to become due the Contractor or otherwise recovered from the Contractor.

25. CLEAN UP

Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by the Contractor's employees or work. At the completion of the work he/she shall remove all waste, tools, equipment, staging and surplus materials from the structure and/or grounds and leave the work areas clean and ready for use.

26. STATE ORDERED REPAIRS

Except as may be otherwise provided for herein, all services performed as extra services to this Contractor may be on a time and material basis. State to be invoiced at the direct hourly wage rate of the individual performing the work times a documented

overhead and profit multiplier not to exceed 2.5 times the respective direct hourly wage rate.

Parts not included in monthly Contractor prices, shall be billed to the State at invoiced cost including shipping plus a mark up of not more than 10% for handling charges.

27. SAFETY REGULATIONS

The Contractor shall conform to the "General Safety Rules and Regulations" for the construction industry, as prescribed by the Construction Safety Commission, Department of Labor, State of Michigan and the Occupational Safety and Health Standards of the U. S. Department of Labor. This shall be made a condition of each subcontractor entered into pursuant to the Contractor. The Contractor must provide, to Purchasing Operations a comprehensive copy of your Safety Plan to be used at all locations for the term of this Contractual agreement.

28. REGULATORY REQUIREMENTS

A. Applicable Codes: The Contractor shall comply with all state rules, ordinances and regulations relating to buildings, employment, the preservation of public health and safety, and so forth.

B. Fire Hazard Classifications: The fire hazard classification of finish materials where used in the specification shall be listed in the following table:

CLASS	FLAME SPREAD	FUELCONTRIBUTION	SMOKEDEVELOPED
A	0 - 25	0 - 35	0 - 50
B	26 - 75	36 – 75	51 - 125
C	76 - 200	76 – 200	126 - 200

Classification shall be determined by tunnel test in accordance with National Fire Protection Association (NFPA-255), America Society for Testing Materials (ASTM-84) or Underwriter's Laboratories, Inc. (UL-723).

Material may be stored by the Contractor in the machine room of any facility in metal cabinets. Any material whose flash point is 199 F or less, will require special attention and must conform to the State Fire Marshals rules and regulations.

C. Flammable Liquid Storage: The materials and installation shall meet all local requirements and be in strict conformance with current Michigan State Police, Fire Marshal Division and flammable liquid regulations.

C. RESEARCH AND PRODUCT DEVELOPMENT

The Contractor shall have the ability to invest in new product development and research to stay current with ongoing demands.

D. QUALITY ASSURANCE PROGRAM

The Contractor shall have a Quality Assurance Program(s) currently in place within their organization.

E. WARRANTY/SERVICE

This Contractor shall include any warranty associated with the actual product or parts being serviced, as well as the warranty associated with any service work performed under the

Contractor. The Contractor shall handle any repairs that need to be made due to damaged or defective product, installation problems will be rectified, and the process the State shall follow to report warranty issues.

F. SERVICE

1. ORDERING/CUSTOMER SERVICE

The Contractor shall have ordering/customer service. This includes having the capacity to receive orders electronically, by phone, facsimile, and by written order. The Contractor shall provide a statewide toll-free phone number for phone orders. Contractor shall have internal controls, approved by Purchasing Operations, to insure that orders are placed by authorized individuals with the State. The Contractor shall verify orders, which have quantities that appear to be abnormal or excessive.

The Contractor shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. The Contractor shall have experienced sales representatives make timely personal visits to State accounts. The Contractor's customer service must respond to State agency inquiries promptly. The Contractor shall provide a statewide toll-free number for customer service calls.

2. TRAINING

The Contractor shall provide training pertaining to the elevator maintenance services provided under this Contractual agreement on an on-going basis to individual agencies and shall be included in this Contractor. The Contractor shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contractor Administrator, the Contractor shall provide in-service training to agency personnel on products, installation, and product safety issues. The Contractor shall also provide agency training jointly with the State as needed during the period covered by the Contractor at no additional charge.

3. REPORTING

The Contractor shall provide computer generated reports pertaining to elevators serviced under this Contractual agreement. Contractor shall be able to provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.

4. SPECIAL PROGRAMS

There are no special programs included in this Contractual agreement. The State is interested in any other special programs that Contractor may have available to the State. The Contractor shall present these programs, such as return policies, trade-in programs allowing the return of new product not needed, quantity discounts, when circumstances occur where the State may receive a cost savings from any such programs, etc.

1.402 Risk Management – Deleted N/A

1.403 Change Management

A. If a proposed Contractor change is requested by the Contractor Compliance Inspector and approved by the agency purchasing/procurement office, then the request for change will be submitted to the Department of Management and Budget, Purchasing Operations Buyer, who will then make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request.

B. If the DTMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the assigned Buyer will issue an addendum to the Contractor, via a Contractor Change Notice.

C. Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DTMB Purchasing Operations, risk non-payment for the out-of-scope/pricing products and/or services.

1.404 Proposal Pricing

See attached Location Specification Sheet(s).

1.50 Compensation and Payment

1.501 Compensation and Payment

A. Payment / Reimbursement Method:
Contractor agrees that –

1. CONTRACTOR AGREEMENT shall be a FIXED, not to exceed, maximum amount.
2. Payment will be issued as a rate per unit of service, as described in the price-model on the LSS.
3. The unit rate(s) quoted and established shall remain FIXED for the entire period of the Agreement, except as follows:
    a. Rate/prices are subject to change at the end of each 365-day period.
    b. Such changes shall be based on changes in actual costs for delivery of services.
    c. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change.
    d. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as CPI, PPI, and US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).
    e. Purchasing Operations also reserves the right to consider other information related to special economic and/or industry market circumstances, when evaluating a price change request.
    f. Purchasing Operations reserves the right to deny a vendor's request for a rate-change, and have the original, quoted rates remain in effect for the life of the Agreement.
    g. Changes may be either increase or decreases, and may be requested by either party.
    h. Approved changes shall be firm for the remainder of the Contractor period unless further revised at the end of the next 365-day period.
    i. Requests for price changes shall be RECEIVED IN WRITING AT LEAST 60 days PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance and approval by the State before becoming effective.
    j. In the event new prices are not acceptable, the Contractor may be cancelled.
    k. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.
4. The Contractor shall maintain a record system that documents the total number of units of service as defined in the Agreement and delivered during the term of the Agreement. These records shall also document the specific units billed to the State under the Agreement.
5. A monthly "Statement of Expenditures" shall accurately represent the units of service delivered, the reimbursement rate by type of service, and the total amount being claimed, must be submitted to the State, within 30 days from the end of the monthly billing period.

6. For the month of September, billings shall be submitted as reasonable directed by the CCI or the State's Contractor Administrator to meet fiscal year-end closing deadlines.
7. If the billing is not received as set forth above, no payment shall be made by the State for that billing period unless as exception is specifically authorized by the Department director or his/her delegated representative.
8. In no event, shall the State make payment to the Contractor for billings submitted more than 90 days after the end of the billing period, without and approval from the State Department Director or his/her representative.

B. Quick / Prompt Payment Terms

The State of Michigan is interested in payment terms that reflect cost savings to the State based on an accelerated payment process.

Bidders shall discuss options for quick payment terms or Alternate Pricing proposals that they are offering to the State (i.e., 10% discount off invoice if paid within 15 days and/or 5% off total Contractor price if Bidder is awarded 2 locations or 7% off total Contractor price per location if Bidder is awarded all locations).

1.502 Price Term

Fixed with prospective re-determination at an agreed upon time.

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

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the Contractor period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACTOR may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term
This Contract is for a period of five years beginning December 15, 2010 through November 30, 2015. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of this Contract, unless otherwise extended under this Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of this Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

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

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

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

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

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

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

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

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

2.008 Form, Function & Utility
If this Contract is for use of more than one (1) State agency and if the Deliverable/Service does not the meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

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

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

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

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

2.020 Contract Administration

2.021 Issuing Office
This Contract is issued by Purchasing Operations, State of Michigan, Department of Technology, Management & Budget, hereinafter known as Purchasing Operations, for multiple State Agencies identified within this document. Where actions are a combination of those of Purchasing Operations and the State agencies, the authority will be known as the State.

Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to this Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Lymon C. Hunter, CPPB
Purchasing Operations
Department of Technology, Management & Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
HunterL@Michigan.Gov
517.241.1145

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

See the attached LSS Sheets.

2.023 Project Manager – Deleted N/A

2.024 Change Requests

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

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

Change Requests:

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

(b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Technology, Management & Budget, Purchasing Operations.

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

2.025 Notices

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

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

2.026 Binding Commitments

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

2.027 Relationship of the Parties

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

2.028 Covenant of Good Faith

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

2.029 Assignments

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under this Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign this Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign this Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the requirements of this Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on this Contract or the State's ability to recover damages.

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

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

2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.033 Permits

Contractor must obtain and pay any associated costs for all required permits, licenses and approvals for the delivery, installation and performance of the Services. The State will pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery
Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract must provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables - Deleted N/A

2.042 Adjustments for Reductions in Scope of Services/Deliverables
If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties must negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered
For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State must not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General
(a) Each Statement of Work issued under this Contract must list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice must show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis must show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the CCI and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Technology, Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) must mutually agree upon. The schedule must show payment amount and must reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy, statements must be forwarded to the designated representative by the 15th day of the following month.

The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the CCI, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 Pro-ration
To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services must be pro-rated for any partial month.

2.046 Antitrust Assignment
The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 Final Payment
The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under this Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract must constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement
Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at http://www.cpexpress.state.mi.us. As stated in 1984 PA 431, all contracts that the State enters into for the purchase of goods and services must provide that payment will be made by Electronic Fund Transfer (EFT).

2.050 Taxes

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

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

2.060 Contract Management

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

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

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

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

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

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

2.063 Re-assignment of Personnel at the State's Request

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

2.064 Contractor Personnel Location

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

2.065 Contractor Identification

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

2.066 Cooperation with Third Parties

Contractor must cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor must provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for this Contract is very specific and must not unnecessarily or unreasonably interfere with, delay, or otherwise impede Contractor's performance under this Contract with the requests for access.

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

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

2.070 Subcontracting by Contractor

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

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

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

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

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

2.080 State Responsibilities

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

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

2.090 Security

2.091 Background Checks
On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/dit. Furthermore, Contractor personnel must agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff must comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification
If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State, in writing, any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by this Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Requirements – Deleted N/A

2.100 Confidentiality

2.101 Confidentiality

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

2.102 Protection and Destruction of Confidential Information

The State and Contractor must each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party must limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

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

2.103 Exclusions

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

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

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

2.110 Records and Inspections

2.111 Inspection of Work Performed
The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

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

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

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

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

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

2.120 Warranties

2.121 Warranties and Representations
The Contractor represents and warrants:

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

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

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

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

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

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

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

(h) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract start date, the Contractor must report those changes immediately to the Department of Technology, Management & Budget, Purchasing Operations.

2.122 Warranty of Merchantability – Deleted N/A

2.123 Warranty of Fitness for a Particular Purpose – Deleted N/A

2.124 Warranty of Title – Deleted N/A

2.125 Equipment Warranty – Deleted N/A

2.126 Equipment to be New – Deleted N/A

2.127 Prohibited Products – Deleted N/A

2.128 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

2.130 Insurance

2.131 Liability Insurance

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

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

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

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

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

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

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

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

$2,000,000 General Aggregate Limit other than Products/Completed Operations
$2,000,000 Products/Completed Operations Aggregate Limit
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit
$500,000 Fire Damage Limit (any one fire)

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

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

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

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

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

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

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

$100,000 each accident
$100,000 each employee by disease
$500,000 aggregate disease

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

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

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

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

2.132 Subcontractor Insurance Coverage

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

2.133 Certificates of Insurance and Other Requirements

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

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

2.140 Indemnification

2.141 General Indemnification

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

2.142 Code Indemnification

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

2.143 Employee Indemnification

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

2.144 Patent/Copyright Infringement Indemnification

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

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

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

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

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

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

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

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

2.150 Termination/Cancellation

2.151 Notice and Right to Cure
If the Contractor breaches this Contract, and the State, in its sole discretion, determines that the breach is curable, then the State must provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses

a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

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

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

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

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

2.153 Termination for Convenience

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

2.154 Termination for Non-Appropriation

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

(b) If funding for this Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

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

2.155 Termination for Criminal Conviction
The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

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

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

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

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

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

2.160 Termination by Contractor

2.161 Termination by Contractor
If the State breaches this Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not

less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

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

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities Deleted – N/A

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

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

2.174 Contractor Software Transition
The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of this Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 Transition Payments
If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor must prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities
In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

(a) Reconciling all accounts between the State and the Contractor;
(b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders

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

2.182 Cancellation or Expiration of Stop Work Order

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

2.183 Allowance of Contractor Costs

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

2.190 Dispute Resolution

2.191 In General

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

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DTMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one (1) party to another for non-privileged information reasonably related to this Contract must be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
(iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DTMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section must not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under this Contract.

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

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

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination
In the performance of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract must contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of this Contract.

2.202 Unfair Labor Practices
Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to this Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of this Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment
In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html.

2.204 Prevailing Wage – Deleted N/A

2.210 Governing Law

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

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

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

2.220 Limitation of Liability

2.221 Limitation of Liability
Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of this Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation
(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of this Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

(i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
(ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would

constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:

(a) Contractor and its Subcontractors must be able to continue to perform the Contract and any Statements of Work according to its terms and conditions, and

(b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

(1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB-Purchasing Operations.

(2) Contractor must also notify DTMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

(3) Contractor must also notify DTMB Purchasing Operations within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure Deleted – N/A

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

(a) the Contractor files for protection under the bankruptcy laws;

(b) an involuntary petition is filed against the Contractor and not removed within 30 days;

(c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;

(d) the Contractor makes a general assignment for the benefit of creditors; or

(e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance

(a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.241(a),** Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to this Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLAs) – Deleted N/A

2.243 Liquidated Damages Deleted N/A

2.250 Approval of Deliverables Deleted N/A

2.251 Delivery Responsibilities Deleted N/A

2.252 Delivery of Deliverables Deleted N/A

2.253 Testing Deleted N/A

2.254 Approval of Deliverables, In General Deleted N/A

2.255 Process For Approval of Written Deliverables Deleted N/A

2.256 Process for Approval of Services Deleted N/A

2.257 Process for Approval of Physical Deliverables Deleted N/A

2.258 Final Acceptance Deleted N/A

2.260 Ownership Deleted N/A

2.261 Ownership of Work Product by State Deleted N/A

2.262 Vesting of Rights Deleted N/A

2.263 Rights in Data Deleted N/A

2.264 Ownership of Materials Deleted N/A

2.270 State Standards

2.271 Existing Technology Standards Deleted N/A

2.272 Acceptable Use Policy Deleted N/A

2.273 Systems Changes Deleted N/A

2.280 Extended Purchasing

2.281 MIDEAL Deleted N/A

2.282 State Employee Purchases Deleted N/A

2.290 Environmental Provision

2.291 Environmental Provision Deleted N/A

2.300 Other Provisions

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

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

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

Contract No. 071B1300158

Attachment A, Price Proposal

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
CONTRACT#: 071B1300158

LOCATION SPECIFICATION SHEET (LSS)

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

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION:

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	12/15/10	***CONTRACT END DATE:***	11/30/2015
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 year contract with one (1) year option		
CONTRACTING AGENCY NAME:	Department of Community Health		
BUILDING NAME AND NUMBER:	Hawthorn Center		
BUILDING ADDRESS:			
REGION / COUNTY:	Statewide		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	Hawthorn Center, Northville MI		
PROCUREMENT OFFICE CONTACT NAME:	***Lisa Morrow***	**CONTACT PHONE #:**	***248.735.6737***
PROCUREMENT OFFICE CONTACT E-MAIL:	***morrow@michigan.gov***	**CONTACT FAX #:**	*248.349.9552*
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*David Dent*	**CONTACT PHONE #:**	***248.735.5902***
CCI / FM CONTACT E-MAIL:	dent@michigan.gov	**CONTACT FAX #:**	248.349.9552

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	7 days / wk	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	24 hrs / day
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	One elevator	**(FILL IN IF NEEDED)**	
IDENTIFY DAYS OF SERVICE:	7 days / wk	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	7am to 4pm

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
☐	Traction Elevators			$	$
X	Hydraulic Elevator / Lifts	1	12	$86.40	$1,036.80
☐	Escalator Maintenance			$	$
X	Labor	1	12	$	**$**
X	Parts	**As needed**		$	**$**
☐	Wiring Diagrams, Parts List & Parts Catalogs			$	**$**
X	Tools	**included**		$	**$**
X	Lubricants	**As needed**		$	**$**
X	Equipment Adjusting	**As needed**		$	**$**
X	Cleaning / Painting	**annual**		$	**$**
☐	Barriers / Barricades			$	**$**
X	Tests	**As mandated by State**		$	**$**
X	Emergency Service	**As needed**		$	**$**
X	Records		**12**	$	**$**
☐	Examination of Premises			$	**$**
☐	Elevators Removed from Service			$	**$**
X	Inspection	**1**	**12**	$	**$**
X	State Ordered Repairs	**As mandated by State**		$	**$**
X	Cost of Insurance (refer to Terms and Conditions)	**included**		$	**$**
☐	Cost of Fringe Benefits (if not included as part of labor rate)			$	**$**
X	Other Costs – (Provide detailed list or add rows to this table as needed)	**Included**		$	**$**
				SUBTOTAL	$1,036.80
5 YEAR TOTAL					$5,100.00

FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:

UNIT PRICE BREAKDOWN:

Parts	$ 20.00
Labor	$ 65.00
Straight time per hour	$ 130.00
Fringe benefits per hour	$ 20.27

EMERGENCY SERVICE RATES PER HOUR

A. **Monday through Friday** after 5:00 pm and before 8:00 am rate (overtime portion) $91.00

(Full Rate $130.00 + $91.00) **Total =** $221.00

B. **Weekend Rates**

Friday/Saturday/Early Monday (5:00pm Friday through 11:59pm Saturday, 12:00 am Monday through 8:00am Monday)
(Overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

Sunday (12:00am Sunday through 11:59 pm Sunday)
(overtime portion) $91.00

(Full rates $130.00 + overtime portion $91.00) **Total =** $221.00

C. **Holiday Rates** (12:00 am through 11:59 pm on holiday days)
(overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

New Years Eve (12/31), New Years Day, Memorial Day, Independence Day (July 4th), Labor Day, Election Day (when applicable), Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

EQUIPMENT

Bidder Instructions: Provide a complete list of all the equipment you will utilize to manage the scope of work for this contract location. List should include all equipment to be used during services and any other function(s) needed to perform this service.

1.			
2.			
3.			
4.			
5.			

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
CONTRACT#: 071B1300158

LOCATION SPECIFICATION SHEET (LSS)

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION:

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	12/15/10	***CONTRACT END DATE:***	11/30/2015
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 year contract with one (1) year option		
CONTRACTING AGENCY NAME:	Department of Community Health		
BUILDING NAME AND NUMBER:	Kalamazoo Psychiatric Hospital		
BUILDING ADDRESS:	1312 Oakland Drive, Kalamazoo, MI 49008		
REGION / COUNTY:	Statewide/Kalamazoo		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*Kalamazoo Psychiatric Hospital*		
PROCUREMENT OFFICE CONTACT NAME:	***Peggy Deaton***	***CONTACT PHONE #:***	***(269) 337-3047***
PROCUREMENT OFFICE CONTACT E-MAIL:	*DeatonPeg@michigan.gov*	***CONTACT FAX #:***	*(269) 337-3227*
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Joe Hansen*	***CONTACT PHONE #:***	*(269) 337-3152*
CCI / FM CONTACT E-MAIL:	*HansenJ@michigan.gov*	***CONTACT FAX #:***	*(269) 337-3227*

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*Mon.-Fri.*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	8:00 a.m. – 5:00 p.m.
ESTIMATE OF AREA TO BE SERVICED: **(IF APPLICABLE)**	*8 Elevators*	**(FILL IN IF NEEDED)**	
IDENTIFY DAYS OF SERVICE:	*7 Days/Wk.*	**IDENTIFY HOURS OF SERVICE:** **[EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*24 Hours*

ELEVATORS TO BE SERVICES – KALAMAZOO PSYCHIATRIC HOSPITAL

ITEM	MANUFACTURER	MAKE	TYPE OF SERVICE	SERIAL #
1.	**Dover**	**Cable Electric Panel**	**Passenger**	**21294**

2.	Dover	Cable Electric Panel	Passenger	21295
3.	Dover	Hydraulic	Passenger	17597
4.	Dover	Hydraulic	Passenger	14466
5.	Dover	Hydraulic	Passenger	17596
6.	Dover	Hydraulic	Passenger	14467
7.	Dover	Hydraulic	Passenger	20212
8.	Schindler	Houghton Hydraulic Type F	Passenger	20753

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
☐	Traction Elevators	2	12	$422.00	$5,064.00
X	Hydraulic Elevator / Lifts	6	12	$492.00	$5,904.00
☐	Escalator Maintenance			$	$
X	Labor			$	$
☐	Parts			$	$
☐	Wiring Diagrams, Parts List & Parts Catalogs			$	$
☐	Tools			$	$
X	Lubricants	8	12	$	$
X	Equipment Adjusting	8	12	$	$
☐	Cleaning / Painting			$	$
☐	Barriers / Barricades			$	$
X	Tests	8	16	$	$
X	Emergency Service	8	As needed	$	$
X	Records	8	12	$	$
☐	Examination of Premises			$	$
☐	Elevators Removed from Service			$	$
X	Inspection	8	12	$	$
X	State Ordered Repairs	8	8	$	$
☐	Cost of Insurance (refer to Terms and Conditions)			$	$
☐	Cost of Fringe Benefits (if not included as part of labor rate)			$	$
☐	Other Costs – (Provide detailed list or add rows to this table as needed)			$	$
				SUBTOTAL	$11,508.00
5 YEAR TOTAL					**$54,840.00**

FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:

UNIT PRICE BREAKDOWN:

Parts	$ 20.00
Labor	$ 130.00
Straight time per hour	$ 130.00
Fringe benefits per hour	$ 20.27

EMERGENCY SERVICE RATES PER HOUR

D. **Monday through Friday** after 5:00 pm and before 8:00 am rate (overtime portion) $91.00

(Full Rate $130.00 + $91.00) **Total =** $221.00

E. **Weekend Rates**

Friday/Saturday/Early Monday (5:00pm Friday through 11:59pm Saturday, 12:00 am Monday through 8:00am Monday)
(Overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

Sunday (12:00am Sunday through 11:59 pm Sunday)
(overtime portion) $91.00

(Full rates $130.00 + overtime portion $91.00) **Total =** $221.00

F. **Holiday Rates** (12:00 am through 11:59 pm on holiday days)
(overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

January 1st, New Years Day, Memorial Day, Independence Day, July 4th
Labor Day Veterans Day, Thanksgiving Day Day after Thanksgiving, Christmas Day

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
CONTRACT#: 071B1300158

LOCATION SPECIFICATION SHEET (LSS)

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION:

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	12/15/10	***CONTRACT END DATE:***	11/30/15
PREVIOUS BPO #:			
CONTRACT INFORMATION:	5 year contract with one (1) year option		
CONTRACTING AGENCY NAME:	MDOT		
BUILDING NAME AND NUMBER:	BLUE WATER BRIDGE		
BUILDING ADDRESS:	1410 ELMWOOD, Port Huron Mi. 48060		
REGION / COUNTY:	Metro Region St. Clair County		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:			
PROCUREMENT OFFICE CONTACT NAME:		***CONTACT PHONE #:***	
PROCUREMENT OFFICE CONTACT E-MAIL:		***CONTACT FAX #:***	
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY SUPERVISOR NAME:	*Michael Szuch*	***CONTACT PHONE #:***	*810-984-3131*
CCI / Facility Supervisor CONTACT E-MAIL:	*Szuch@michigan.gov*	***CONTACT FAX #:***	*810-984-3131*

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

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES – Location

Check all that apply	DESCRIPTION OF SERVICES	NUMBER OF ELEVATORS (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER UNIT (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
✓	Hydraulic Elevators - Passenger	**5**	**12**	**$425.00**	**$5,100.00**
☐	Traction Elevators - Freight			**$**	**$**
☐	Traction Elevators - Other			**$**	**$**
✓	Hydraulic Elevator / Lifts Dumbwaiter	**1**	**12**	**$15.00**	**$180.00**
☐	Escalator Maintenance			**$**	**$**
✓	Labor		**As Needed**		
✓	Parts		**As Needed**		
✓	Wiring Diagrams, Parts List & Parts Catalogs		**As Needed**		
☐	Tools				
✓	Lubricants		**As Needed**		
✓	Equipment Adjusting		**As Needed**		
✓	Cleaning / Painting		**As Needed**		
✓	Barriers / Barricades		**As Needed**		
✓	Tests		**As Needed**		
✓	Emergency Service		**As Needed**		
✓	Records		**As Needed**		
☐	Examination of Premises				
✓	Elevators Removed from Service		**As Needed**		
✓	Inspection		**Monthly**		
✓	State Ordered Repairs		**As Needed**		
				ANNUAL SUBTOTAL	**$5,280.00**
5 YEAR TOTAL					**$26,400.00**

<u>See Attached Sheets for Elevator Type, Manufacturer, Serial Number and General Specifications</u>

FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:

UNIT PRICE BREAKDOWN:

Labor Rate per hour (straight time) $130.00

EMERGENCY SERVICE RATES PER HOUR

G. **Monday through Friday** after 5:00 pm and before 8:00 am rate (overtime portion) $91.00

(Full Rate $130.00 + $91.00) **Total =** $221.00

H. **Weekend Rates**

Friday/Saturday/Early Monday (5:00pm Friday through 11:59pm Saturday, 12:00 am Monday through 8:00am Monday)
(Overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

Sunday (12:00am Sunday through 11:59 pm Sunday)
(overtime portion) $91.00

(Full rates $130.00 + overtime portion $91.00) **Total =** $221.00

I. **Holiday Rates** (12:00 am through 11:59 pm on holiday days)
(overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

January 1st - New Years Day, Memorial Day, Independence Day - July 4th, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day

PLEASE NOTE: Contractor must include the location of service, date of service, start and finish time of service, a brief description of service, and the name of the State employee who authorized the service on all invoices for emergency/overtime work.

LISTING OF MAKE AND SERIAL NUMBER OF EQUIPMENT TO BE SERVICED

Location: MDOT Blue Water Bridge

ITEM	MANUFACTURER	ELEVATOR TYPE	SERIAL #
1	Dover	Hydraulic Passenger	28560
2	Dover	Hydraulic Passenger	28561
3	Dover	Hydraulic Passenger	28563
4	Dover	Hydraulic Passenger	37237
5	Dover	Hydraulic Passenger	28562
6	Atlas	Dumbwaiter	33436

SPECIFICATIONS INTRODUCTION

The contractor shall provide all personnel, parts, tools, equipment, supporting services, etc. necessary to provide complete inspections, testing, preventive, special and emergency maintenance for elevators included in this contract. The State will be the first interpreter of the contractor's performance under this contract.

The maintenance service described in this contract shall be consistent with that prescribed by the respective elevator manufacturers as well as ANSI/Code A-17-1 ASME Standards and shall include such additional services as the conditions of the individual elevators warrant:

** For safe efficient operations;

** To meet the requirements of the elevator regulation enforcement authorities;

** To extend the service life of the elevators;

** To minimize maintenance down time and trouble call backs to rates comparable to, or no higher than, the lowest occurrence rates of the elevator maintenance industry.

The following generally outlines the type of services to be provided. It does not by inclusion or exclusion or in any other way limit or otherwise restrict or preclude any specific elements of service necessary to provide safe and efficient service.

TRACTION ELEVATORS

Regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all components integral to the existing elevator system.

Machine which includes the motor, worm gear, ring gear, thrust bearing, drive shaft, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings and component parts.

Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads dashpots, timing devices, computer devices, steel selector tape, and mechanical & electrical driving equipment.

Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.

Deflector or secondary sheave, bearings, car & counterweight buffers, car & counterweight guide rails, top & bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and guideshoes including rollers or gibs.

TRACTION ELEVATORS (continued)

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary closing devices.

Automatic power operated door operator, car door operator, car door hanger, car door contact, door protective device, load weighting equipment, car frame, car safety mechanism, platform, elevator car guide shoes, gibs or rollers.

Periodically examine all safety devices & governors and conduct an annual no-load test.

Inspect and adjust all wire ropes to maintain a continuous and adequate safety factor. Maintain equalized tension on all hoisting ropes. Notify the State in writing of any projected need for replacement with adequate lead time for acquisition of parts.

Repair or replace electrical cables, conductors and wiring of elevator systems of hoistways and machine room elevator wiring.

Apply all lubricants necessary for proper lubrication of elevators as recommended by manufacturer.

HYDRAULIC ELEVATOR / LIFTS

Regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all components integral to the existing elevator system.

Controller, selector & dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, computer devices, steel selector tape, mechanical & electrical driving equipment, cylinder packing, and hydraulic fluid.

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary closing devices.

Automatic power operated door operator, car door operator, car door hanger, car door contact, door protective device, car frame, platform, elevator car guide shoes, gibs or rollers.

Apply all lubricants necessary for proper lubrication of elevators as recommended by manufacturer. Contractor will provide and keep current a chart in the pit room showing amount of oil added and when. Contractor is required to dispose of used oil in a lawful manner.

ESCALATOR

Regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all components integral to the existing elevator system.

Escalator power unit, controller parts, electrical switch & wiring, bearings governors & brakes, handrails, step & chain wheels, chains & sprockets, steps & step threads, comb plates, and safety devices.

Contractor will periodically examine all safety devices and furnish all lubricants necessary for proper lubrication as recommended by manufacturer.

ALL TYPES OF EQUIPMENT

Contractor is required to dispose of used oil and/or lubricants in a lawful manner.

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
CONTRACT#: 071B1300158

LOCATION SPECIFICATION SHEET (LSS)

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION: FLINT STATE OFFICE PARKING RAMP

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	12/15/10	***CONTRACT END DATE:***	11/30/15
PREVIOUS BPO #:			
CONTRACT INFORMATION:	5 year contract with one (1) year option		
CONTRACTING AGENCY NAME:	DTMB-Facilities Administration		
BUILDING NAME AND NUMBER:	Flint State Office Parking Ramp		
BUILDING ADDRESS:	125 E. Union Street, Flint MI 48502		
REGION / COUNTY:	Statewide		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	***DTMB-Financial Services, Procurement & Contract Mgmt.***		
PROCUREMENT OFFICE CONTACT NAME:	*Denice Ballard*	*CONTACT PHONE #:*	*517-373-7567*
PROCUREMENT OFFICE CONTACT E-MAIL:	*ballardd@michigan.gov*	*CONTACT FAX #:*	*517-241-4856*
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY SUPERVISOR NAME:	***Marty Stone***	***CONTACT PHONE #:***	***517-373-6227***
CCI / Facility Supervisor CONTACT E-MAIL:	***StoneM@michigan.gov***	***CONTACT FAX #:***	***810-760-2486***

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

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES – Flint State Office Building Parking Ramp

Check all that apply	DESCRIPTION OF SERVICES	NUMBER OF ELEVATORS (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER UNIT (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
✓	Traction Elevators - Passenger	**3**	**12**	**$255.00**	**$3,060.00**
☐	Traction Elevators - Freight				
☐	Traction Elevators - Other				
☐	Hydraulic Elevator / Lifts				
☐	Escalator Maintenance				
✓	Labor		**As Needed**		
✓	Parts		**As Needed**		
✓	Wiring Diagrams, Parts List & Parts Catalogs		**As Needed**		
☐	Tools				
✓	Lubricants		**As Needed**		
✓	Equipment Adjusting		**As Needed**		
✓	Cleaning / Painting		**As Needed**		
✓	Barriers / Barricades		**As Needed**		
✓	Tests		**As Needed**		
✓	Emergency Service		**As Needed**		
✓	Records		**As Needed**		
☐	Examination of Premises				
✓	Elevators Removed from Service		**As Needed**		
✓	Inspection		**Monthly**		
✓	State Ordered Repairs		**As Needed**		
				ANNUAL SUBTOTAL	**$3,060.00**
5 YEAR TOTAL					**$15,300.00**

<u>See Attached Sheets for Elevator Type, Manufacturer, Serial Number and General Specifications</u>

FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:

UNIT PRICE BREAKDOWN:

Labor Rate per hour (straight time) $ 130.00

EMERGENCY SERVICE RATES PER HOUR

J. **Monday through Friday** after 5:00 pm and before 8:00 am rate (overtime portion) $91.00

(Full Rate $130.00 + $91.00) **Total =** $221.00

K. **Weekend Rates**

Friday/Saturday/Early Monday (5:00pm Friday through 11:59pm Saturday, 12:00 am Monday through 8:00am Monday)
(Overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

Sunday (12:00am Sunday through 11:59 pm Sunday)
(overtime portion) $91.00

(Full rates $130.00 + overtime portion $91.00) **Total =** $221.00

L. **Holiday Rates** (12:00 am through 11:59 pm on holiday days)
(overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

January 1st - New Years Day, Memorial Day, Independence Day - July 4th, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day

PLEASE NOTE: Contractor must include the location of service, date of service, start and finish time of service, a brief description of service, and the name of the State employee who authorized the service on all invoices for emergency/overtime work.

LISTING OF MAKE AND SERIAL NUMBER OF EQUIPMENT TO BE SERVICED

Location: Flint State Office Parking Ramp

ITEM	MANUFACTURER	ELEVATOR TYPE	SERIAL #
1	Otis	Passenger	275017
2	Otis	Passenger	275018
3	Otis	Passenger	275019

SPECIFICATIONS INTRODUCTION

The contractor shall provide all personnel, parts, tools, equipment, supporting services, etc. necessary to provide complete inspections, testing, preventive, special and emergency maintenance for elevators included in this contract. The State will be the first interpreter of the contractor's performance under this contract.

The maintenance service described in this contract shall be consistent with that prescribed by the respective elevator manufacturers as well as ANSI/Code A-17-1 ASME Standards and shall include such additional services as the conditions of the individual elevators warrant:

** For safe efficient operations;

** To meet the requirements of the elevator regulation enforcement authorities;

** To extend the service life of the elevators;

** To minimize maintenance down time and trouble call backs to rates comparable to, or no higher than, the lowest occurrence rates of the elevator maintenance industry.

The following generally outlines the type of services to be provided. It does not by inclusion or exclusion or in any other way limit or otherwise restrict or preclude any specific elements of service necessary to provide safe and efficient service.

TRACTION ELEVATORS

Regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all components integral to the existing elevator system.

Machine which includes the motor, worm gear, ring gear, thrust bearing, drive shaft, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings and component parts.

Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads dashpots, timing devices, computer devices, steel selector tape, and mechanical & electrical driving equipment.

Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.

Deflector or secondary sheave, bearings, car & counterweight buffers, car & counterweight guide rails, top & bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and guideshoes including rollers or gibs.

TRACTION ELEVATORS (continued)

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary closing devices.

Automatic power operated door operator, car door operator, car door hanger, car door contact, door protective device, load weighting equipment, car frame, car safety mechanism, platform, elevator car guide shoes, gibs or rollers.

Periodically examine all safety devices & governors and conduct an annual no-load test.

Inspect and adjust all wire ropes to maintain a continuous and adequate safety factor. Maintain equalized tension on all hoisting ropes. Notify the State in writing of any projected need for replacement with adequate lead time for acquisition of parts.

Repair or replace electrical cables, conductors and wiring of elevator systems of hoistways and machine room elevator wiring.

Apply all lubricants necessary for proper lubrication of elevators as recommended by manufacturer.

HYDRAULIC ELEVATOR / LIFTS

Regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all components integral to the existing elevator system.

Controller, selector & dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, computer devices, steel selector tape, mechanical & electrical driving equipment, cylinder packing, and hydraulic fluid.

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary closing devices.

Automatic power operated door operator, car door operator, car door hanger, car door contact, door protective device, car frame, platform, elevator car guide shoes, gibs or rollers.

Apply all lubricants necessary for proper lubrication of elevators as recommended by manufacturer. Contractor will provide and keep current a chart in the pit room showing amount of oil added and when. Contractor is required to dispose of used oil in a lawful manner.

ESCALATOR

Regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all components integral to the existing elevator system.

Escalator power unit, controller parts, electrical switch & wiring, bearings governors & brakes, handrails, step & chain wheels, chains & sprockets, steps & step threads, comb plates, and safety devices.

Contractor will periodically examine all safety devices and furnish all lubricants necessary for proper lubrication as recommended by manufacturer.

ALL TYPES OF EQUIPMENT

Contractor is required to dispose of used oil and/or lubricants in a lawful manner.

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
CONTRACT#: 071B1300158

LOCATION SPECIFICATION SHEET (LSS)

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION: MICHIGAN LIBRARY & HISTORICAL CENTER

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	12/15/10	***CONTRACT END DATE:***	11/30/15
PREVIOUS BPO #:			
CONTRACT INFORMATION:	5 year contract with one (1) year option		
CONTRACTING AGENCY NAME:	DTMB-Facilities Administration		
BUILDING NAME AND NUMBER:	Michigan Library & Historical Center		
BUILDING ADDRESS:	702 W. Kalamazoo Street, Lansing MI 48913		
REGION / COUNTY:	Statewide		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	***DTMB-Financial Services, Procurement & Contract Mgmt.***		
PROCUREMENT OFFICE CONTACT NAME:	*Denice Ballard*	*CONTACT PHONE #:*	*517-373-7567*
PROCUREMENT OFFICE CONTACT E-MAIL:	*ballardd@michigan.gov*	*CONTACT FAX #:*	*517-241-4856*
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY SUPERVISOR NAME:	***Jamie Uphaus***	***CONTACT PHONE #:***	***517-373-6227***
CCI / Facility Supervisor CONTACT E-MAIL:	***UphausJ@michigan.gov***	**CONTACT FAX #:**	**517-373-3019**
LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*Monday – Friday*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	7:00 a.m. – 5:00 p.m.
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	
IDENTIFY DAYS OF SERVICE:	*Monday – Friday*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*7:00 a.m. – 5:00 p.m.*

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES – Michigan Library & Historical Center

Check all that apply	DESCRIPTION OF SERVICES	NUMBER OF ELEVATORS (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER UNIT (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
✓	Traction Elevators - Passenger	**6**	**12**	**$492.00**	**$5,904.00**
✓	Traction Elevators - Freight	**2**	**12**	**$78.00**	**$936.00**
☐	Traction Elevators - Other				
☐	Hydraulic Elevator / Lifts				
☐	Escalator Maintenance				
✓	Labor		**As Needed**		
✓	Parts		**As Needed**		
✓	Wiring Diagrams, Parts List & Parts Catalogs		**As Needed**		
☐	Tools				
✓	Lubricants		**As Needed**		
✓	Equipment Adjusting		**As Needed**		
✓	Cleaning / Painting		**As Needed**		
✓	Barriers / Barricades		**As Needed**		
✓	Tests		**As Needed**		
✓	Emergency Service		**As Needed**		
✓	Records		**As Needed**		
☐	Examination of Premises				
✓	Elevators Removed from Service		**As Needed**		
✓	Inspection		**Monthly**		
✓	State Ordered Repairs		**As Needed**		
				ANNUAL SUBTOTAL	**$6,840.00**
5 YEAR TOTAL					**$34,200.00**

<u>See Attached Sheets for Elevator Type, Manufacturer, Serial Number and General Specifications</u>

FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:

UNIT PRICE BREAKDOWN:

Labor Rate per hour (straight time) $130.00

EMERGENCY SERVICE RATES PER HOUR

M. **Monday through Friday** after 5:00 pm and before 8:00 am rate (overtime portion) $91.00

(Full Rate $130.00 + $91.00) **Total =** $221.00

N. **Weekend Rates**

Friday/Saturday/Early Monday (5:00pm Friday through 11:59pm Saturday, 12:00 am Monday through 8:00am Monday)
(Overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

Sunday (12:00am Sunday through 11:59 pm Sunday)
(overtime portion) $91.00

(Full rates $130.00 + overtime portion $91.00) **Total =** $221.00

O. **Holiday Rates** (12:00 am through 11:59 pm on holiday days)
(overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

Note any other special hourly rate information: **Emergency service hourly rates shall be all-inclusive. No additional charges for travel, fuel surcharges, etc. will be allowed. Overtime does not cover in transit time; it only includes time at the work site.**

PLEASE NOTE: Contractor must include the location of service, date of service, start and finish time of service, a brief description of service, and the name of the State employee who authorized the service on all invoices for emergency/overtime work.

LISTING OF MAKE AND SERIAL NUMBER OF EQUIPMENT TO BE SERVICED

Location: Michigan Library & Historical Center

ITEM	MANUFACTURER	ELEVATOR TYPE	SERIAL #
1	Otis	Passenger	24048
2	Otis	Passenger	24049
3	Otis	Passenger	24050
4	Otis	Passenger	24051
5	Otis	Passenger	24052
6	Otis	Passenger	24783
7	Otis	Freight	24053
8	Otis	Freight	24359

SPECIFICATIONS INTRODUCTION

The contractor shall provide all personnel, parts, tools, equipment, supporting services, etc. necessary to provide complete inspections, testing, preventive, special and emergency maintenance for elevators included in this contract. The State will be the first interpreter of the contractor's performance under this contract.

The maintenance service described in this contract shall be consistent with that prescribed by the respective elevator manufacturers as well as ANSI/Code A-17-1 ASME Standards and shall include such additional services as the conditions of the individual elevators warrant:

** For safe efficient operations;

** To meet the requirements of the elevator regulation enforcement authorities;

** To extend the service life of the elevators;

** To minimize maintenance down time and trouble call backs to rates comparable to, or no higher than, the lowest occurrence rates of the elevator maintenance industry.

The following generally outlines the type of services to be provided. It does not by inclusion or exclusion or in any other way limit or otherwise restrict or preclude any specific elements of service necessary to provide safe and efficient service.

TRACTION ELEVATORS

Regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all components integral to the existing elevator system.

Machine which includes the motor, worm gear, ring gear, thrust bearing, drive shaft, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings and component parts.

Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads dashpots, timing devices, computer devices, steel selector tape, and mechanical & electrical driving equipment.

Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.

TRACTION ELEVATORS (continued)

Deflector or secondary sheave, bearings, car & counterweight buffers, car & counterweight guide rails, top & bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and guideshoes including rollers or gibs.

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary closing devices.

Automatic power operated door operator, car door operator, car door hanger, car door contact, door protective device, load weighting equipment, car frame, car safety mechanism, platform, elevator car guide shoes, gibs or rollers.

Periodically examine all safety devices & governors and conduct an annual no-load test.

Inspect and adjust all wire ropes to maintain a continuous and adequate safety factor. Maintain equalized tension on all hoisting ropes. Notify the State in writing of any projected need for replacement with adequate lead time for acquisition of parts.

Repair or replace electrical cables, conductors and wiring of elevator systems of hoistways and machine room elevator wiring.

Apply all lubricants necessary for proper lubrication of elevators as recommended by manufacturer.

HYDRAULIC ELEVATOR / LIFTS

Regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all components integral to the existing elevator system.

Controller, selector & dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, computer devices, steel selector tape, mechanical & electrical driving equipment, cylinder packing, and hydraulic fluid.

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary closing devices.

Automatic power operated door operator, car door operator, car door hanger, car door contact, door protective device, car frame, platform, elevator car guide shoes, gibs or rollers.

Apply all lubricants necessary for proper lubrication of elevators as recommended by manufacturer. Contractor will provide and keep current a chart in the pit room showing amount of oil added and when. Contractor is required to dispose of used oil in a lawful manner.

ESCALATOR

Regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all components integral to the existing elevator system.

Escalator power unit, controller parts, electrical switch & wiring, bearings governors & brakes, handrails, step & chain wheels, chains & sprockets, steps & step threads, comb plates, and safety devices.

Contractor will periodically examine all safety devices and furnish all lubricants necessary for proper lubrication as recommended by manufacturer.

ALL TYPES OF EQUIPMENT

Contractor is required to dispose of used oil and/or lubricants in a lawful manner.

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
CONTRACT#: 071B1300158

LOCATION SPECIFICATION SHEET (LSS)

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION: CARSON CITY CORRECTIONAL FACILITY

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	12/15/10	***CONTRACT END DATE:***	11/30/2015
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 year contract with one (1) year option		
CONTRACTING AGENCY NAME:	Carson City Correctional Facility		
BUILDING NAME AND NUMBER:	Administration, 800, 500, 400 Buildings		
BUILDING ADDRESS:	10274 Boyer Rd, Carson City, MI 48811		
REGION / COUNTY:	Statewide		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*Region II Business Office*		
PROCUREMENT OFFICE CONTACT NAME:	***Lisa Mills***	***CONTACT PHONE #:***	***616-527-9775***
PROCUREMENT OFFICE CONTACT E-MAIL:	*millslk@michigan.gov*	***CONTACT FAX #:***	*616-527-2279*
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Mike Rotter, FM*	***CONTACT PHONE #:***	*989-584-3941*
CCI / FM CONTACT E-MAIL:	*rottermc@michigan.gov*	***CONTACT FAX #:***	*989-584-3377*

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*Sunday - Saturday*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	24/7
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)		**(FILL IN IF NEEDED)**	
IDENTIFY DAYS OF SERVICE:	*Sunday*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*24/7*

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
x	Traction Elevators	3 Screw Operated	4 Each	**$315.00**	**$1,260.00**
x	Hydraulic Elevator / Lifts	1	4	**$246.00**	**$984.00**
☐	Escalator Maintenance			$	$
x	Labor	$$	As Needed	$	**$**
x	Parts	**$$**	As Needed	$	**$**
☐	Wiring Diagrams, Parts List & Parts Catalogs			$	**$**
x	Tools	**$$**	As Needed	$	**$**
x	Lubricants	**$$**	As Needed	$	**$**
x	Equipment Adjusting	**$$**	As Needed	$	**$**
☐	Cleaning / Painting			$	**$**
x	Barriers / Barricades	**$$**	As Needed	$	**$**
x	Tests	**$$**	As Needed	$	**$**
x	Emergency Service	**$$**	As Needed	$	**$**
x	Records	**$$**	As Needed	$	**$**
☐	Examination of Premises			$	**$**
☐	Elevators Removed from Service			$	**$**
x	Inspection	**4**	**4**	$	**$**
☐	State Ordered Repairs			$	**$**
☐	Cost of Insurance (refer to Terms and Conditions)			$	**$**
☐	Cost of Fringe Benefits (if not included as part of labor rate)			$	**$**
☐	Other Costs – (Provide detailed list or add rows to this table as needed)			$	**$**
				SUBTOTAL	$2,244.00
5 YEAR TOTAL					**$11,220.00**

FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:

UNIT PRICE BREAKDOWN:

Parts	$ 20.00
Labor	$ 130.00
Straight time per hour	$ 130.00
Fringe benefits per hour	$20.27

EMERGENCY SERVICE RATES PER HOUR

P. **Monday through Friday** after 5:00 pm and before 8:00 am rate (overtime portion) $91.00

(Full Rate $130.00 + $91.00) **Total =** $221.00

Q. **Weekend Rates**

Friday/Saturday/Early Monday (5:00pm Friday through 11:59pm Saturday, 12:00 am Monday through 8:00am Monday)
(Overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

Sunday (12:00am Sunday through 11:59 pm Sunday)
(overtime portion) $91.00

(Full rates $130.00 + overtime portion $91.00) **Total =** $221.00

R. **Holiday Rates** (12:00 am through 11:59 pm on holiday days)
(overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

January 1st, New Years Day, Memorial Day, Independence Day, July 4th
Labor Day Veterans Day, Thanksgiving Day Day after Thanksgiving, Christmas Day

EQUIPMENT

Bidder Instructions: Provide a complete list of all the equipment you will utilize to manage the scope of work for this contract location. List should include all equipment to be used during services and any other function(s) needed to perform this service.

1.	Dover	Passenger (Hydraulic) 100 bldg. 4,000 lb Capacity	N/A *(no serial number found, was installed when facility was built)
2.	Garaventa Genesis	Wheel Chair lift (screw type) 800 Bldg, 750lb Capacity	Serial # 43897
3.	Cheney	Wheel Chair Lift (screw type) 500 bldg, 500 lb Capacity	NA *
4.	Cheney	Wheel Chair Lift (screw type) 1200 bldg, 500 lb Capacity	NA *
5.			

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
CONTRACT#: 071B1300158

LOCATION SPECIFICATION SHEET (LSS)

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION:

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	12/15/10	***CONTRACT END DATE:***	11/30/2015
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 year contract with one (1) year option		
CONTRACTING AGENCY NAME:	Michigan Schools for the Deaf and Blind		
BUILDING NAME AND NUMBER:	Fay Academy, Stevens Hall, Gilbert Hall		
BUILDING ADDRESS:	1667 Miller Road, Flint, MI 48503		
REGION / COUNTY:	Statewide		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*Central support*		
PROCUREMENT OFFICE CONTACT NAME:	***Cathy St James***	***CONTACT PHONE #:***	***810-257-1427***
PROCUREMENT OFFICE CONTACT E-MAIL:	***stjamesc@michigan.gov***	***CONTACT FAX #:***	*810-257-1490*
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Byron Jolly*	***CONTACT PHONE #:***	*810-257-1441*
CCI / FM CONTACT E-MAIL:	*jollyb@michigan.gov*	***CONTACT FAX #:***	*810-257-1490*

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*Monday-Friday*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	6a-5p
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	*N/A*	**(FILL IN IF NEEDED)**	*N/A*
IDENTIFY DAYS OF SERVICE:	*As needed*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
☐	Traction Elevators	1	12	$15.00	$180.00
☐	Hydraulic Elevator / Lifts	3	12	$255.00	$3,060.00
☐	Escalator Maintenance	0		$	$
☐	Labor			$	**$**
☐	Parts			$	**$**
☐	Wiring Diagrams, Parts List & Parts Catalogs			$	**$**
☐	Tools			$	**$**
☐	Lubricants			$	**$**
☐	Equipment Adjusting			$	**$**
☐	Cleaning / Painting			$	**$**
☐	Barriers / Barricades			$	**$**
☐	Tests			$	**$**
☐	Emergency Service			$	**$**
☐	Records			$	**$**
☐	Examination of Premises			$	**$**
☐	Elevators Removed from Service	**0**		$	**$**
☐	Inspection	**4**	**12**	$	**$**
☐	State Ordered Repairs			$	**$**
☐	Cost of Insurance (refer to Terms and Conditions)			$	**$**
☐	Cost of Fringe Benefits (if not included as part of labor rate)			$	**$**
☐	Other Costs – (Provide detailed list or add rows to this table as needed)			$	**$**
				SUBTOTAL	$3,240.00
5 YEAR TOTAL					**$16,200.00**

FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:

UNIT PRICE BREAKDOWN:

Parts	$ 10.00
Labor	$ 75.00
Straight time per hour	$ 130.00
Fringe benefits per hour	$ 20.27

(Other information of importance that the Agency may want the Bidder to know)

EMERGENCY SERVICE RATES PER HOUR

S. **Monday through Friday** after 5:00 pm and before 8:00 am rate
(overtime portion) $91.00

(Full Rate $130.00 + $91.00) **Total =** $221.00

T. **Weekend Rates**

Friday/Saturday/Early Monday (5:00pm Friday through 11:59pm Saturday, 12:00 am Monday through 8:00am Monday)
(Overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

Sunday (12:00am Sunday through 11:59 pm Sunday)
(overtime portion) $91.00

(Full rates $130.00 + overtime portion $91.00) **Total =** $221.00

U. **Holiday Rates** (12:00 am through 11:59 pm on holiday days)
(overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

January 1st, New Years Day, Memorial Day, Independence Day, July 4th
Labor Day Veterans Day, Thanksgiving Day Day after Thanksgiving, Christmas Day

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
CONTRACT#: 071B1300158

LOCATION SPECIFICATION SHEET (LSS)

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION:

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	12/15/10	***CONTRACT END DATE:***	11/30/2015
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 year contract with one (1) year option		
CONTRACTING AGENCY NAME:	Thumb Correctional Facility		
BUILDING NAME AND NUMBER:			
BUILDING ADDRESS:	3225 John Conley Drive, Lapeer MI 48446		
REGION / COUNTY:	Statewide		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	Region III Purchasing Department		
PROCUREMENT OFFICE CONTACT NAME:	**Annette Powell**	**CONTACT PHONE #:**	**517-780-6568**
PROCUREMENT OFFICE CONTACT E-MAIL:	**powellal@michigan.gov**	**CONTACT FAX #:**	517-780-6103
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	Randee Rewerts	**CONTACT PHONE #:**	810-667-2045x 234
CCI / FM CONTACT E-MAIL:	rewerrff@michigan.gov	**CONTACT FAX #:**	810-245-9988

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:		OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	24 hours/day
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)		**(FILL IN IF NEEDED)**	
IDENTIFY DAYS OF SERVICE:	365	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	24 hours/day

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
X	Traction Elevators	3	12	$120.00	$1,440.00
X	Wheelchair Lifts	4	12	$40.00	$480.00
☐	Escalator Maintenance			$	$
X	Labor		As needed	$	**$**
X	Parts		As needed	$	**$**
X	Wiring Diagrams, Parts List & Parts Catalogs		As needed	$	**$**
X	Tools		As needed	$	**$**
X	Lubricants		As needed	$	**$**
X	Equipment Adjusting		As needed	$	**$**
X	Cleaning / Painting		As needed	$	**$**
X	Barriers / Barricades		As needed	$	**$**
X	Tests	**1-yearly no load test, 1 full load test every 3 years**	As required	$	**$**
X	Emergency Service		As needed	$	**$**
X	Records		As needed	$	**$**
☐	Examination of Premises			$	**$**
X	Elevators Removed from Service		As needed	$	**$**
X	Inspection	**1-yearly, 1 quarterly**	As required	$	**$**
X	State Ordered Repairs		As needed	$	**$**
☐	Cost of Insurance (refer to Terms and Conditions)			$	**$**
☐	Cost of Fringe Benefits (if not included as part of labor rate)			$	**$**
☐	Other Costs – (Provide detailed list or add rows to this table as needed)			$	**$**
				SUBTOTAL	$1,920.00
5 YEAR TOTAL					**$9,600.00**

FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:

UNIT PRICE BREAKDOWN:

Parts	$ 10.00
Labor	$ 110.00
Straight time per hour	$ 130.00
Fringe benefits per hour	$ 20.27

EMERGENCY SERVICE RATES PER HOUR

V. **Monday through Friday** after 5:00 pm and before 8:00 am rate (overtime portion) $91.00

(Full Rate $130.00 + $91.00) **Total =** $221.00

W. **Weekend Rates**

Friday/Saturday/Early Monday (5:00pm Friday through 11:59pm Saturday, 12:00 am Monday through 8:00am Monday)
(Overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

Sunday (12:00am Sunday through 11:59 pm Sunday)
(overtime portion) $91.00

(Full rates $130.00 + overtime portion $91.00) **Total =** $221.00

X. **Holiday Rates** (12:00 am through 11:59 pm on holiday days)
(overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

January 1st, New Years Day, Memorial Day, Independence Day, July 4th
Labor Day Veterans Day, Thanksgiving Day Day after Thanksgiving, Christmas Day

EQUIPMENT

Bidder Instructions: Provide a complete list of all the equipment you will utilize to manage the scope of work for this contract location. List should include all equipment to be used during services and any other function(s) needed to perform this service.

1. Otis	Passenger	23230	
2. Otis	Passenger	23229	
3. Otis	Passenger	23231	
4. Porch lift	Wheelchair	No Serial #	
5. Porch lift	Wheelchair	36079	
6. Porch lift	Wheelchair	No Serial #	
7. Porch lift	Wheelchair	No Serial #	

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
CONTRACT#: 071B1300158

LOCATION SPECIFICATION SHEET (LSS)

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION:

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	12/15/10	***CONTRACT END DATE:***	11/30/2015
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 year contract with one (1) year option		
CONTRACTING AGENCY NAME:	Women's Huron Valley Correctional Facility		
BUILDING NAME AND NUMBER:	Dickinson Bldg. Housing Unit #1, Housing Unit #3, and RGC		
BUILDING ADDRESS:	3511 Bemis Road, Ypsilanti MI 48197		
REGION / COUNTY:	Statewide		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*Region III Purchasing Department*		
PROCUREMENT OFFICE CONTACT NAME:	***Annette Powell***	***CONTACT PHONE #:***	***517-780-6568***
PROCUREMENT OFFICE CONTACT E-MAIL:	***powellal@michigan.gov***	***CONTACT FAX #:***	*517-780-6103*
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Dean Batkins*	***CONTACT PHONE #:***	*734-572-1590*
CCI / FM CONTACT E-MAIL:	*batkinda@michigan.gov*	***CONTACT FAX #:***	*734-572-9499*

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:		OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	24 hours/day
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)		**(FILL IN IF NEEDED)**	
IDENTIFY DAYS OF SERVICE:	*365*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*24 hours/day*

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
☐	Wheelchair Lifts	3	12	$150.00	$1,800.00
X	Hydraulic Elevator	1	12	$100.00	$1,200.00
☐	Escalator Maintenance			$	$
X	Labor		**As needed**	$	**$**
X	Parts		**As needed**	$	**$**
☐	Wiring Diagrams, Parts List & Parts Catalogs			$	**$**
☐	Tools			$	**$**
X	Lubricants		**As needed**	$	**$**
X	Equipment Adjusting		**As needed**	$	**$**
X	Cleaning / Painting		**As needed**	$	**$**
☐	Barriers / Barricades			$	**$**
X	Tests	**1-Yearly no load, 1-full load every 3 years**	**As required**	$	**$**
X	Emergency Service		**As needed**	$	**$**
X	Records		**As needed**	$	**$**
☐	Examination of Premises			$	**$**
☐	Elevators Removed from Service			$	**$**
X	Inspection	**1- Yearly ,1 quarterly**	**As required**	$	**$**
☐	State Ordered Repairs			$	**$**
☐	Cost of Insurance (refer to Terms and Conditions)			$	**$**
☐	Cost of Fringe Benefits (if not included as part of labor rate)			$	**$**
☐	Other Costs – (Provide detailed list or add rows to this table as needed)			$	**$**
				SUBTOTAL	$3,000.00
5 YEAR TOTAL					**$15,000.00**

FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:

UNIT PRICE BREAKDOWN:

Parts	$ 22.55
Labor	$ 130.00
Straight time per hour	$ 130.00
Fringe benefits per hour	$ 20.27

EMERGENCY SERVICE RATES PER HOUR

Y. **Monday through Friday** after 5:00 pm and before 8:00 am rate (overtime portion) $91.00

(Full Rate $130.00 + $91.00) **Total =** $221.00

Z. **Weekend Rates**

Friday/Saturday/Early Monday (5:00pm Friday through 11:59pm Saturday, 12:00 am Monday through 8:00am Monday)
(Overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

Sunday (12:00am Sunday through 11:59 pm Sunday)
(overtime portion) $91.00

(Full rates $130.00 + overtime portion $91.00) **Total =** $221.00

AA. **Holiday Rates** (12:00 am through 11:59 pm on holiday days)
(overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

January 1st, New Years Day, Memorial Day, Independence Day, July 4th
Labor Day Veterans Day, Thanksgiving Day Day after Thanksgiving, Christmas Day

EQUIPMENT

Bidder Instructions: Provide a complete list of all the equipment you will utilize to manage the scope of work for this contract location. List should include all equipment to be used during services and any other function(s) needed to perform this service.

1. Otis	Passenger-29224	20269433	
2. Century	Wheelchair Lift- 25447	20269432	
3. National Wheel-O-Vator	Passenger	71773	
4. National Wheel-O-Vator	Passenger	71774	
5.			

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
CONTRACT#: 071B1300158

LOCATION SPECIFICATION SHEET (LSS)

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION:

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	12/15/10	***CONTRACT END DATE:***	11/30/2015
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 year contract with one (1) year option		
CONTRACTING AGENCY NAME:	Macomb Correctional Facility		
BUILDING NAME AND NUMBER:	Bldg. #100 Housing Unit #3, 4, 6, and 7		
BUILDING ADDRESS:	34625 26 Mile Rd, New Haven MI 48048		
REGION / COUNTY:	Statewide		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	Region III Purchasing Department		
PROCUREMENT OFFICE CONTACT NAME:	**Annette Powell**	**CONTACT PHONE #:**	**517-780-6568**
PROCUREMENT OFFICE CONTACT E-MAIL:	**powellal@michigan.gov**	**CONTACT FAX #:**	517-780-6103
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	George Stephenson	**CONTACT PHONE #:**	586-749-4900x102
CCI / FM CONTACT E-MAIL:	stephege@michigan.gov	**CONTACT FAX #:**	586-749-4927

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:		OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	24 hours/day
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)		**(FILL IN IF NEEDED)**	
IDENTIFY DAYS OF SERVICE:	*365*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*24 hours/day*

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
X	Hydraulic Elevator	1	12	$100.00	$1,200.00
X	Wheelchair Lifts	4	12	$130.00	$1,560.00
☐	Escalator Maintenance			$	$
X	Labor		**As needed**	$	**$**
X	Parts		**As needed**	$	**$**
☐	Wiring Diagrams, Parts List & Parts Catalogs			$	**$**
☐	Tools			$	**$**
X	Lubricants		**As needed**	$	**$**
X	Equipment Adjusting		**As needed**	$	**$**
X	Cleaning / Painting		**As needed**	$	**$**
☐	Barriers / Barricades			$	**$**
X	Tests	**1-Yearly no load, 1-Every 3 yrs full load**	**As required**	$	**$**
X	Emergency Service		**As needed**	$	**$**
X	Records		**As needed**	$	**$**
☐	Examination of Premises			$	**$**
☐	Elevators Removed from Service			$	**$**
X	Inspection	**1-Yearly, 1-Quarterly**	**As required**	$	**$**
☐	State Ordered Repairs			$	**$**
☐	Cost of Insurance (refer to Terms and Conditions)			$	**$**
☐	Cost of Fringe Benefits (if not included as part of labor rate)			$	**$**
☐	Other Costs – (Provide detailed list or add rows to this table as needed)			$	**$**
				SUBTOTAL	$2,760.00
5 YEAR TOTAL					**$13,800.00**

FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:

UNIT PRICE BREAKDOWN:

Parts	$ 20.00
Labor	$ 130.00
Straight time per hour	$ 130.00
Fringe benefits per hour	$ 20.27

EMERGENCY SERVICE RATES PER HOUR

BB. **Monday through Friday** after 5:00 pm and before 8:00 am rate
(overtime portion) $91.00

(Full Rate $130.00 + $91.00) **Total =** $221.00

CC. **Weekend Rates**

Friday/Saturday/Early Monday (5:00pm Friday through 11:59pm Saturday, 12:00 am Monday through 8:00am Monday)
(Overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

Sunday (12:00am Sunday through 11:59 pm Sunday)
(overtime portion) $91.00

(Full rates $130.00 + overtime portion $91.00) **Total =** $221.00

DD. **Holiday Rates** (12:00 am through 11:59 pm on holiday days)
(overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

January 1st, New Years Day, Memorial Day, Independence Day, July 4th
Labor Day Veterans Day, Thanksgiving Day Day after Thanksgiving, Christmas Day

EQUIPMENT

Bidder Instructions: Provide a complete list of all the equipment you will utilize to manage the scope of work for this contract location. List should include all equipment to be used during services and any other function(s) needed to perform this service.

1. Detroit Elevator	Passenger	026659	
2. National Wheel-o-vator	Wheelchair Lift	027278	
3. National Wheel-o-vator	Wheelchair Lift	027279	
4. National Wheel-o-vator	Wheelchair Lift	027280	
5. Access Industries	Wheelchair Lift	35634	

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
CONTRACT#: 071B1300158

LOCATION SPECIFICATION SHEET (LSS)

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION:

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	12/15/10	***CONTRACT END DATE:***	11/30/2015
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 year contract with one (1) year option		
CONTRACTING AGENCY NAME:	Robert Cotton Correctional Facility		
BUILDING NAME AND NUMBER:	100, 200, and 300		
BUILDING ADDRESS:	3500 N. Elm Street		
REGION / COUNTY:	Statewide		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	Region III Purchasing Department		
PROCUREMENT OFFICE CONTACT NAME:	**Annette Powell**	**CONTACT PHONE #:**	**517-780-6568**
PROCUREMENT OFFICE CONTACT E-MAIL:	**powellal@michigan.gov**	**CONTACT FAX #:**	**517- 780-6103**
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	Fred Parker	**CONTACT PHONE #:**	517-780-5130
CCI / FM CONTACT E-MAIL:	parkerf@michigan.gov	**CONTACT FAX #:**	517-780-5100

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:		OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	24 hours/day
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)		**(FILL IN IF NEEDED)**	
IDENTIFY DAYS OF SERVICE:	*365*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*24 hours/day*

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
☐	Traction Elevators			$	$
x	Hydraulic Elevator / Lifts	**3**	**12**	$150.00	$1,800.00
☐	Escalator Maintenance			$	$
X	Labor		**As needed**	$	**$**
X	Parts		**As needed**	$	**$**
☐	Wiring Diagrams, Parts List & Parts Catalogs			$	**$**
☐	Tools			$	**$**
X	Lubricants		**As needed**	$	**$**
X	Equipment Adjusting		**As needed**	$	**$**
X	Cleaning / Painting		**As needed**	$	**$**
☐	Barriers / Barricades			$	**$**
X	Tests	**1-annual no load 1-Every 3 yrs full load test**	**As required**	$	**$**
X	Emergency Service		**As needed**	$	**$**
X	Records		**As needed**	$	**$**
☐	Examination of Premises			$	**$**
☐	Elevators Removed from Service			$	**$**
X	Inspection	**1-Quarterly, 1 yearly**	**As required**	$	**$**
☐	State Ordered Repairs			$	**$**
☐	Cost of Insurance (refer to Terms and Conditions)			$	**$**
☐	Cost of Fringe Benefits (if not included as part of labor rate)			$	**$**
☐	Other Costs – (Provide detailed list or add rows to this table as needed)			$	**$**
				SUBTOTAL	$1,800.00
5 YEAR TOTAL					**$9,000.00**

FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:

UNIT PRICE BREAKDOWN:

Parts	$ 10.00
Labor	$ 100.00
Straight time per hour	$ 130.00
Fringe benefits per hour	$ 20.27

EMERGENCY SERVICE RATES PER HOUR

EE. **Monday through Friday** after 5:00 pm and before 8:00 am rate (overtime portion) $91.00

(Full Rate $130.00 + $91.00) **Total =** $221.00

FF. **Weekend Rates**

Friday/Saturday/Early Monday (5:00pm Friday through 11:59pm Saturday, 12:00 am Monday through 8:00am Monday)
(Overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

Sunday (12:00am Sunday through 11:59 pm Sunday)
(overtime portion) $91.00

(Full rates $130.00 + overtime portion $91.00) **Total =** $221.00

GG. **Holiday Rates** (12:00 am through 11:59 pm on holiday days)
(overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

January 1st, New Years Day, Memorial Day, Independence Day, July 4th
Labor Day Veterans Day, Thanksgiving Day Day after Thanksgiving, Christmas Day

EQUIPMENT

Bidder Instructions: Provide a complete list of all the equipment you will utilize to manage the scope of work for this contract location. List should include all equipment to be used during services and any other function(s) needed to perform this service.

1. Esco	Elevator	22958	
2. Esco	Elevator	22959	
3. Esco	Elevator	22957	
4.			
5.			

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
CONTRACT#: 071B1300158

LOCATION SPECIFICATION SHEET (LSS)

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION:

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	12/15/10	***CONTRACT END DATE:***	11/30/2015
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 year contract with one (1) year option		
CONTRACTING AGENCY NAME:	Gus Harrison Correctional Facility		
BUILDING NAME AND NUMBER:	Bldg. #100, Housing Units #3, #4, and #6		
BUILDING ADDRESS:	2727 E. Beecher Rd, Adrian MI 49221		
REGION / COUNTY:	Statewide		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	Region III Purchasing Department		
PROCUREMENT OFFICE CONTACT NAME:	***Annette Powell***	**CONTACT PHONE #:**	**517-780-6568**
PROCUREMENT OFFICE CONTACT E-MAIL:	***powellal@michigan.gov***	**CONTACT FAX #:**	517-780-6103
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Robert Sullivan*	**CONTACT PHONE #:**	517-265-3900x3305
CCI / FM CONTACT E-MAIL:	*sullivrj@michigan.gov*	**CONTACT FAX #:**	517-266-2801

LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:		OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	24 hours/day
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)		**(FILL IN IF NEEDED)**	
IDENTIFY DAYS OF SERVICE:	*365*	**IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]**	*24 hours/day*

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
X	Wheelchair Lifts	3	12	$150.00	$1,800.00
X	Hydraulic Elevator / Lifts	1	Quarterly	$187.50	$750.00
☐	Escalator Maintenance			$	$
X	Labor		**As needed**	$	**$**
X	Parts		**As needed**	$	**$**
☐	Wiring Diagrams, Parts List & Parts Catalogs			$	**$**
☐	Tools			$	**$**
X	Lubricants		**As Needed**	$	**$**
X	Equipment Adjusting		**As needed**	$	**$**
X	Cleaning / Painting		**As needed**	$	**$**
☐	Barriers / Barricades			$	**$**
X	Tests	**1-Annual No-load 1-Every 3 yrs. Full load**	**As required**	$	**$**
X	Emergency Service		**As needed**	$	**$**
X	Records		**As needed**	$	**$**
☐	Examination of Premises			$	**$**
☐	Elevators Removed from Service			$	**$**
X	Inspection	**1 Yearly & 1 Quarterly**	**As required**	$	**$**
☐	State Ordered Repairs			$	**$**
☐	Cost of Insurance (refer to Terms and Conditions)			$	**$**
☐	Cost of Fringe Benefits (if not included as part of labor rate)			$	**$**
☐	Other Costs – (Provide detailed list or add rows to this table as needed)			$	**$**
				SUBTOTAL	$2,550.00
5 YEAR TOTAL					**$12,750.00**

FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:

UNIT PRICE BREAKDOWN:

Parts	$ 15.00
Labor	$ 130.00
Straight time per hour	$ 130.00
Fringe benefits per hour	$ 20.27

EMERGENCY SERVICE RATES PER HOUR

HH. **Monday through Friday** after 5:00 pm and before 8:00 am rate (overtime portion) $91.00

(Full Rate $130.00 + $91.00) **Total =** $221.00

II. **Weekend Rates**

Friday/Saturday/Early Monday (5:00pm Friday through 11:59pm Saturday, 12:00 am Monday through 8:00am Monday)
(Overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

Sunday (12:00am Sunday through 11:59 pm Sunday)
(overtime portion) $91.00

(Full rates $130.00 + overtime portion $91.00) **Total =** $221.00

JJ. **Holiday Rates** (12:00 am through 11:59 pm on holiday days)
(overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

January 1st, New Years Day, Memorial Day, Independence Day, July 4th
Labor Day Veterans Day, Thanksgiving Day Day after Thanksgiving, Christmas Day

EQUIPMENT

Bidder Instructions: Provide a complete list of all the equipment you will utilize to manage the scope of work for this contract location. List should include all equipment to be used during services and any other function(s) needed to perform this service.

1. Otis	Passenger	7155AB	
2. Genesis	Vertical Platform	40344	
3. Unknown	Wheelchair Lift	Unknown	
4. Unknown	Wheelchair Lift	Unknown	
5.			

MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
CONTRACT#: 071B1300158

LOCATION SPECIFICATION SHEET (LSS)

SECTION I – PLACE OF SERVICES REQUESTED

LOCATION:

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	12/1/10	***CONTRACT END DATE:***	11/30/2015
PREVIOUS BPO #:			
CONTRACT INFORMATION:	Approximately 5 year contract with one (1) year option		
CONTRACTING AGENCY NAME:	Linda Brice		
BUILDING NAME AND NUMBER:	Michigan Career & Technical Institute		
BUILDING ADDRESS:	11611 W. Pine Lake Rd.		
REGION / COUNTY:	Statewide		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	*DELEG Purchasing & Grant Services*		
PROCUREMENT OFFICE CONTACT NAME:	***LeAnn Droste***	***CONTACT PHONE #:***	***517-373-3847***
PROCUREMENT OFFICE CONTACT E-MAIL:	***Drostel1@michigan.gov***	***CONTACT FAX #:***	*517-373-2927*
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	*Doug Mercer*	***CONTACT PHONE #:***	*269-664-9246*
CCI / FM CONTACT E-MAIL:	*mercerd@michigan.gov*	***CONTACT FAX #:***	*269-664-9545*
LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	*24/7*	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)		**(FILL IN IF NEEDED)**	
IDENTIFY DAYS OF SERVICE:		**IDENTIFY HOURS OF SERVICE:** [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]	

SECTION II – PRICING SHEET SUMMARY

ELEVATOR MAINTENANCE SERVICES

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
☐	Traction Elevators			$	$
✕	Hydraulic Elevator / Lifts	3	12	$246.00	$2,952.00
☐	Escalator Maintenance			$	$
✕	Labor			$	$
✕	Parts			$	$
☐	Wiring Diagrams, Parts List & Parts Catalogs			$	$
☐	Tools			$	$
✕	Lubricants			$	$
✕	Equipment Adjusting			$	$
☐	Cleaning / Painting			$	$
☐	Barriers / Barricades			$	$
✕	Tests			$	$
✕	Emergency Service		As needed	$	$
✕	Records			$	$
☐	Examination of Premises			$	$
☐	Elevators Removed from Service			$	$
✕	Inspection			$	$
☐	State Ordered Repairs			$	$
☐	Cost of Insurance (refer to Terms and Conditions)			$	$
☐	Cost of Fringe Benefits (if not included as part of labor rate)			$	$
☐	Other Costs – (Provide detailed list or add rows to this table as needed)			$	$
				SUBTOTAL	$2,952.00
5 YEAR TOTAL					**$14,760.00**

FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:

UNIT PRICE BREAKDOWN:

Parts $ _____
Labor $ _____
Straight time per hour $ _____
Fringe benefits per hour $ _____

EMERGENCY SERVICE RATES PER HOUR

KK. **Monday through Friday** after 5:00 pm and before 8:00 am rate
(overtime portion) $91.00

(Full Rate $130.00 + $91.00) **Total =** $221.00

LL. **Weekend Rates**

Friday/Saturday/Early Monday (5:00pm Friday through 11:59pm Saturday, 12:00 am Monday through 8:00am Monday)
(Overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

Sunday (12:00am Sunday through 11:59 pm Sunday)
(overtime portion) $91.00

(Full rates $130.00 + overtime portion $91.00) **Total =** $221.00

MM. **Holiday Rates** (12:00 am through 11:59 pm on holiday days)
(overtime portion) $91.00

(full rate $130.00 + overtime portion $91.00) **Total =** $221.00

January 1st, New Years Day, Memorial Day, Independence Day, July 4th
Labor Day Veterans Day, Thanksgiving Day Day after Thanksgiving, Christmas Day

EQUIPMENT-3 HYDRAULIC ELEVATORS, ADMINISTRATIVE #47612, KENNEDY HALL #47613 AND ACADEMY HALL #47614 WOULD LIKE VENDOR WHO IS AWARDED THE CONTRACT TO BE ABLE TO BE ON SITE WITHIN 30 MINUETS OF CALL IF PEOPLE ARE STUCK IN ELEVATOR.

Bidder Instructions: Provide a complete list of all the equipment you will utilize to manage the scope of work for this contract location. List should include all equipment to be used during services and any other function(s) needed to perform this service.

1.			
2.			
3.			
4.			
5.			