

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

February 23, 2009

**CHANGE NOTICE NO. 2  
 TO  
 CONTRACT NO. 071B3001234  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>Thyssendrupp Elevator Corporation          13321 Cloverdale          Oak Park, MI 48237</b>	TELEPHONE: (616) 942-4710 <b>Dan Horvath</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1145 <b>Lymon C. Hunter, CPPB</b>
Contract Compliance Inspector: Mike Szuch <b>Elevator Maintenance Services – MDOT – Blue Water Bridge</b>	
CONTRACT PERIOD: From: <b>March 1, 2005</b> To: <b>March 2, 2010</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE(S):**

Effective March 2, 2009, this Contract is hereby **EXTENDED** until March 2, 2010, and **INCREASED** by \$4,558.00. All other prices, terms, conditions, and specifications remain unchanged.

**AUTHORITY/REASON:**

Per agency/vendor agreement and DMB/Purchasing Operations' approval.

**CURRENT AUTHORIZED SPEND LIMIT REMAINS:                      \$42,538.00**

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

January 17, 2008

CHANGE NOTICE NO. 1  
 TO  
 CONTRACT NO. 071B3001234  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF VENDOR  <b>Thyssendrupp Elevator Corporation</b> <b>13321 Cloverdale</b> <b>Oak Park, MI 48237</b>	TELEPHONE: (616) 942-4710 <b>Dan Horvath</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1145 <b>Lymon C. Hunter, CPPB</b>
Contract Compliance Inspector: Mike Szuch <b>Elevator Maintenance Services – MDOT – Blue Water Bridge</b>	
CONTRACT PERIOD: From: <b>March 1, 2005</b> To: <b>March 2, 2009</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE(S):**

Effective March 2, 2008, this Contract is hereby EXTENDED until March 2, 2009. All other prices, terms, conditions, and specifications remain unchanged.

**AUTHORITY/REASON:**

Per agency/vendor agreement DMB/Purchasing Operations' approval.

**CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$37,980.00**

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

March 23, 2005

**NOTICE  
 TO  
 CONTRACT NO. 071B3001234  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>Thyssendrupp Elevator Corporation          13321 Cloverdale          Oak Park, MI 48237</b>	TELEPHONE: Michael Benka <b>(248) 544-2488</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1145 <b>Lymon C. Hunter</b>
Contract Compliance Inspector: Mike Szuch <b>Elevator Maintenance Services – MDOT – Blue Water Bridge</b>	
CONTRACT PERIOD: From: <b>March 1, 2005</b> To: <b>March 2, 2008</b>	
TERMS  <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT  <p style="text-align: center;"><b>N/A</b></p>
F.O.B.  <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM  <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

The terms and conditions of this Contract are those of **REQ #591R3000010** this Contract Agreement and the vendor's quote dated **November 27, 2002**. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$37,980.00**

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

**CONTRACT NO. 071B3001234  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>Thyssendrupp Elevator Corporation          13321 Cloverdale          Oak Park, MI 48237</b>	TELEPHONE: Michael Benka <b>(248) 544-2488</b> VENDOR NUMBER/MAIL CODE  BUYER/CA (517) 241-1145 <b>Lymon C. Hunter</b>
Contract Compliance Inspector: Mike Szuch <b>Elevator Maintenance Services – MDOT – Blue Water Bridge</b>	
CONTRACT PERIOD: From: <b>March 1, 2005</b> To: <b>March 2, 2008</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION: <b>The terms and conditions of this Contract are those of <a href="#">REQ #591R3000010</a> this Contract Agreement and the vendor's quote dated <a href="#">November 27, 2002</a>. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</b>  <b>Estimated Contract Value: \$37,980.00</b>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the [REQ No.591R3000010](#). Orders for delivery of equipment will be issued directly by the [Department of Transportation](#) through the issuance of a Purchase Order Form.

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

<p><b>FOR THE VENDOR:</b></p> <p style="text-align: center;"><b>Thyssenkrupp Elevator Corporation</b>          _____          Firm Name</p> <p style="text-align: center;">_____          Authorized Agent Signature</p> <p style="text-align: center;">_____          Authorized Agent (Print or Type)</p> <p style="text-align: center;">_____          Date</p>	<p><b>FOR THE STATE:</b></p> <p style="text-align: center;">_____          Signature  <b>Lymon C. Hunter, CPPB</b>          _____          Name  <b>Services Division, Acquisition Services</b>          _____          Title</p> <p style="text-align: center;">_____          Date</p>
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**CONTRACT NO. 071B3001234  
ELEVATOR MAINTENANCE SERVICES**

**MDOT BLUEWATER BRIDGE FACILITIES**

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**Attachments:**

Pricing Sheet(s)

**SECTION I - REQUIREMENTS****I-A INTRODUCTION**

The purpose of this contract is to establish an agreement for Elevator maintenance service at the Blue Water Bridge. The Blue Water Bridge is located at 1410 Elmwood, Port Huron, Michigan. Section I of this document is designed to provide all concerned parties with information on requirements associated with this contract.

If any part of the Specific Requirements appears to be excessive, with respect to the overall outcome desired by the State, please notify the Buyer in writing for consideration of a possible change to the requirements (see Paragraph III-A).

**I-B REQUIRED INFORMATION****A. COMPANY INFORMATION****1. CAPABILITIES**

State the full name and address of your organization and, if applicable, the branch office or other subordinates element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the State in which it is incorporated. If applicable, state whether it is licensed or registered to operate in the State of Michigan. Bidders shall demonstrate their ability to handle a Contract of this size and scope. In addition, please indicate the following:

- a. How long the company has been in business.
- b. Company sales volumes for the last five (5) years.
- c. Size and location of facilities that will be involved in servicing the Contract (include number of employees, their title, years of experience, etc.).

**2. PRIOR EXPERIENCE**

Indicate the prior experience of your firm which you consider relevant to the your ability to successfully manage a contract for the commodity or service defined by this Invitation to Bid. Include sufficient detail to demonstrate the relevance of such experience. Proposals submitted should include, in this section, descriptions of qualifying experience to include project descriptions, costs, and starting and completion dates of projects successfully completed. Also, include the name, address, and phone number of the responsible official of the client organization who may be contacted.

Bidders shall provide 3 (three) specific references with their proposal. *Note: References shall be from other sources and shall NOT be references from previous business with the State of Michigan.*

**3. STAFFING AND SUB-CONTRACTORS**

- a. The Contractor must be able to provide appropriate staff to properly service the Contract. Bidders shall discuss the key personnel that will be assigned to the Contract. 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 Contract. Identify key individuals by name and title.

Resumes of all key personnel shall be submitted.

- b. List all subcontractors; include firm name and address, contact person, complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

**4. SECURITY**

The resulting Contract may require frequent deliveries to State of Michigan facilities. Bidders shall discuss in their proposals all 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, bidders 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, bidders shall provide the results of all security background checks.

Upon review of the security measures included in a bidder's proposal and if that bidder is awarded the contract, the State will decide whether to issue State ID badges to the bidder's delivery personnel or accept the ID badge issued to delivery personnel by the bidder.

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

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

**5. RECYCLING/ENVIRONMENTAL AWARENESS**

Bidders are to explain in their proposals any recycling and/or environmental awareness efforts their firm utilizes, such as, green factory initiatives, recycled containers, re-use of parts and/or materials, minimization of scrap material, etc.

Please note that Bidders are encouraged to offer bids for products containing recovered materials suitable for the intended use. By doing so, the Bidder warrants the product(s) as at least functionally equivalent to the bid specifications. "Recovered material" is defined as post-consumer waste (any product generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition), and secondary waste (industrial by-products as in wastes generated after completion of a manufacturing process that would normally not be reused). All Bidders are requested to indicate in their proposal the percentage of recycled materials, if any, contained in each item bid.

\_\_\_\_\_ % of recycled content

Bidders shall identify any mercury containing products being bid and shall provide mercury-



free alternatives, when available.

## **B. SERVICE/PRODUCT QUALITY**

### **1. SPECIFICATIONS INTRODUCTION**

The contractor shall provide all personnel, parts, tools, equipment, supporting services, etc. necessary to provide complete inspections, testing, preventative, 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 callbacks 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 restricts or precludes any specific elements of service necessary to provide safe and efficient service.

#### **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.

**2. SUPPORTING STAFF AND OFFICE FACILITIES**

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

The contractor shall be of sufficient size with resources to perform the contract 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 contract, 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 contract. Schedule to be given to the Buyer at Acquisition Services, with a copy for the Contract Administrator, for approval. The approved schedule shall be amended and resubmitted for approval within 10 workdays should additional elevators be added to this contract. 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 contract. 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 contract.

Geared or gearless elevators and escalators shall be examined and serviced semi-monthly. Hydraulic elevators shall be examined and serviced monthly. Semi-monthly or weekly examination frequency 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.
- b. Gearless elevators; Four (4) hours for each gearless elevator.
- c. Hydraulic elevators; One and one half (1 ½) hours each for hydraulic elevators.

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 contract. 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 1/2 hour but not to exceed 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 contract. 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 contract, except as noted. The quality of the parts used under this contract 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 Contract 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 contract 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 Acquisition Services. 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 contract 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 contract. 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 contract 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 contract.

## **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 Contract Administrator prior to the change except where the adjustment is necessary to bring operation back to last approved speed.



## 10. CLEANING/PAINTING

The elevator hoistways, hoistway walls, hoistway pits, and all elevator equipment located in hoistways 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 paintable 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 Contract 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 contract and as implemented thereafter during the life of this contract. All tests unless otherwise directed shall be performed during regular work hours. Copies of all tests results shall be provided to the Contract 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 contract, 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 contract 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 contract 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 contract.



\*\* The overtime is specifically authorized by the State for each occurrence. The Contract 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 contract. Any defective parts which are replaced on the equipment and the contractor believes are not covered within the scope of this contract or are damaged as the results of misuse or abuse by the agency, should be billed to the State as an extra to the Contract, and shall be left with the Facility Manager before the contractor's mechanic leaves the building.

#### **14. RECORDS**

Within 60 days of execution of contract 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 contract. 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 Contract 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 contract 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 contract 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 contract amount. When elevators are returned to service the price shall be adjusted to meet current pricing all in accordance with contract 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 contract.

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

In no instance shall any action or omission on the part of the Contract Administrator relieve the Contractor of the responsibility of performing the work in accordance with the contract 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. **The Contractor shall be held to have visited the site prior to submitting a proposal for this contract and checked with the authorities the working conditions and the methods of carrying out the work and to have included in the contract amount all costs for meeting such working conditions.**

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 contract.

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 contract 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 contract 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 subcontract entered into pursuant to the contract. **The contractor will be required to provide, with their bid, to Acquisition Services a comprehensive copy of your Safety Plan to be used at all locations.**

**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.

**29. PREVAILING WAGE & FRINGE BENEFIT RATES**

The wage and fringe benefits paid to each class of mechanics by the contractor and his subcontractors shall be not less than the wage and fringe benefit rates prevailing in the locality in which the work is to be performed, in accordance with Act No. 166, P.A. of 1965.

The State, by written notice to the contractor and the sureties of the contractor known to the state, may terminate the contractor's right to proceed with that part of the contract for which less than the prevailing rates of wages and fringe benefits have been or will be paid, and may proceed to complete the contract by separate agreement with another contractor or otherwise, and the original contractor and his sureties shall be liable to the state for any excess costs occasioned thereby.

In case there is an omission of any trade from the list of wage rates and fringe benefits to be paid to each class of mechanics by the contractor, it shall be understood that the trades omitted shall also be paid not less than the wage and fringe benefits rates prevailing in the locality in which the work is to be performed.

**C. RESEARCH AND PRODUCT DEVELOPMENT**

Bidder shall discuss their ability to invest in new product development and research to stay current with ongoing demands.

**D. QUALITY ASSURANCE PROGRAM**

Bidders to provide detail regarding any Quality Assurance Program(s) that are currently in place within their organization.

**E. WARRANTY/SERVICE**

Bidders shall discuss all aspects of their warranty. This shall include the warranty associated with the actual product being proposed, as well as the warranty associated with any service work performed under the contract. Bidders shall also discuss how they will handle any repairs that need to be made due to damaged or defective product, how installation problems will be rectified, and the process State agencies should follow to report warranty issues.

**F. SERVICE**

**1. ORDERING/CUSTOMER SERVICE**

Bidders shall discuss their ordering/customer service capabilities. 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 Acquisition Services, 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**

Bidders shall discuss their training capabilities and the training to be included in the Contract. The Contractor shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract 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 contract at no additional charge.

3. **REPORTING**

Bidders shall discuss their capabilities related to generating reports. 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**

The State is interested in any other special programs that vendor's may have. Please discuss these programs, such as return policies, trade-in programs allowing the return of new product not needed, quantity discounts, etc.

**G. DELIVERY**

1. **F.O.B. POINT**

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders for parts pertaining to any repairs. Other F.O.B. terms will not be accepted and shall disqualify a bidder from further consideration. This supersedes Instruction #8 on the reverse side of the Invitation To Bid cover page.

Freight Charges - Should an agency order below the minimum order requirement of a Contract, or should a vendor quote F.O.B. Shipping Point on one-time purchases, one of the following carriers must be used by the Contractor for shipping products. Orders being shipped from or to in the State of Michigan or the States of Illinois, Indiana, Ohio, and Wisconsin, use Alvan Motor Freight (Tel: (800) 632-4172, attention Earl Batenburg); orders being shipped from or to ALL other states, use Roadway Express, Inc. (Tel: (800) 253-3193, attention David Lewis).



United Parcel Service (UPS) must be used in instances where the weight of the shipment is less than 150 lbs., or where shipments could be separated into smaller parcels such as three (3) 50 lb. packages. Also if the shipment weighs less than 150 lbs. but costs \$3000 or more, it must be sent by the appropriate carrier listed above.

If the Contractor fails to follow these shipping instructions, the State shall pay the carrier used and deduct the difference from the Contractor's invoice for the amount, which was charged, and the amount, which would have been charged if the requested carrier had been used.

**2. PACKAGING**

The pack sizes indicated on the ITB represent the sizes currently used by the industry. The bidder is requested to provide packaging that most closely meets these packaging sizes. However, bidders can submit alternates. The state reserves the right of final approval on packaging offered by the bidder.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

**3. PALLETIZING**

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturers standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

**H. PROPOSAL PRICING**

See attached pricing sheet.



## SECTION II - GENERAL CONTRACT PROVISIONS

### **II-A GENERAL**

The Contract is for Elevator Maintenance Service at the Blue Water Bridge. Exact quantities to be purchased are unknown, however the Contractor will be required to 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. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

The Contract(s) awarded from this solicitation will be a Unit Price Contract.

Indicated on the Invitation To Bid cover page is the "ship to" address for the participating agency. However, if the Contractor and the State agree, additional State agencies may participate should the need develop.

### **II-B ISSUING OFFICE**

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Michigan Department of Transportation – Metro Region, Maintenance Operations, hereinafter known *as MDOT*. Where actions are a combination of those of Acquisition Services and MDOT, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the **SOLE POINT OF CONTACT** throughout the procurement process. All communications covering this procurement must be addressed to:

Department of Management and Budget  
Acquisition Services  
Attn: Lymon C. Hunter, CPPB  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 241-1145 – Office  
(517) 335-0046 – Fax  
email: [HunterL@michigan.gov](mailto:HunterL@michigan.gov)  
[www.michigan.gov/doingbusiness](http://www.michigan.gov/doingbusiness)

### **II-C CONTRACT ADMINISTRATOR**

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services. The Contract Administrator for this project is:



**Mike Szuch, Engineering/Manager  
Michigan Department of Transportation  
Metro Region, Maintenance Operations  
Blue Water Bridge  
1410 Elmwood  
Port Huron, MI 48060  
810.984.3131**

## **II-D CONTRACT TERM**

The term of this Contract will be for a **Five (5) year** period and will commence with the issuance of a Contract. This will be approximately **March 1, 2003 through March 1, 2008**. At the sole option of the State, the Contract may be extended for up to 2 (two) additional years. Contractor performance, quality of products, price, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to extend the Contract.

## **II-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

The following documents constitute the complete and exclusive agreement between the parties. The following order of precedence shall apply (in descending order):

- A. Contract No. 071B300.
- B. Any addenda to that ITB.
- C. The Contractor's response to that ITB.

The State of Michigan shall not be bound by any part(s) of the bidder's response to the ITB which contains information, options, conditions, terms, or prices neither requested nor required in the ITB. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the Contractor, those of the State take precedence. The contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

## **II-F NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

## **II-G REVISIONS, CONSENTS, AND APPROVALS**

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

## **II-H SEVERABILITY**

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

**II-I SURVIVOR**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

**II-J GOVERNING LAW**

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

**II-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)**

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

**II-L HEADINGS**

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

**II-M INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

**II-N NEWS RELEASES**

News releases (including promotional literature and commercial advertisements) pertaining to this Contract shall 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 this Contract are to be released without prior written approval of the State and then only to persons designated.

**II-O CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The 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 the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

**II-P PERFORMANCE REVIEWS**

Acquisition Services in conjunction with MDOT may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

**II-Q AUDIT OF CONTRACT COMPLIANCE**

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

**II-R SAFETY AND ACCIDENT PREVENTION**

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of the Contract subject to the cancellation provisions contained herein.

**II-S WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT**

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at [www.state.mi.us/mdcs/Regindx](http://www.state.mi.us/mdcs/Regindx).

**II-T ASSIGNMENT**

The Contractor shall not have the right to assign the Contract or to assign or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

**II-U DELEGATION**

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

**II-V DISCLOSURE**

All information in a bidder's proposal and the Contract is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

**II-W TAXES**

- A. Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.
- B. Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.
- C. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract. Also, bidders shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

**II-X PRICE ADJUSTMENTS**

Prices quoted are the maximum for a period of 365 days from the date the Contract 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. Acquisition Services 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). Acquisition Services 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 contract period unless further revised at the end of the next 365 day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST THIRTY DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT 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.

**II-Y ADDITIONAL PRODUCTS/SERVICES**



The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

**II-Z CONTRACTOR'S LIABILITY INSURANCE**

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to 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 such 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 pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages 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 shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

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

- ☑ 1. Commercial General Liability with the following minimum coverages:
  - \$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 policy.

- 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 policy.

- 3. Worker’s disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy’s coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers’ rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. For contracts providing temporary staff personnel to the State, the Contractor shall provide an Alternate Employer Endorsement with minimum coverage of \$1,000,000.

- 5. Employers liability insurance with the following minimum limits:

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

- 6. Professional Liability Insurance (Errors and Omissions coverage) with the following minimum coverage:

- \$1,000,000 each occurrence and \$3,000,000 annual aggregate
- \$3,000,000 each occurrence and \$5,000,000 annual aggregate
- \$5,000,000 each occurrence and \$10,000,000 annual aggregate

- 7. Medical Professional Liability, minimum coverage

- \$100,000 each occurrence and \$300,000 annual aggregate *(for single practitioner)*
- \$200,000 each occurrence and \$600,000 annual aggregate *(for single practitioner)*
- \$1,000,000 each occurrence and \$5,000,000 annual aggregate *(for group practice)*

**II-AA INDEMNIFICATION**

- 1) For purposes of Indemnification as set forth in this section, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.
- 2) The contractor shall indemnify, defend and hold harmless the State from liability of any kind, 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 Contractor in the performance of this Contract and that are attributable to the negligence or intentionally tortuous acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable provided that the Contractor is notified in writing within thirty (30) days from the time that the State has knowledge of such claims.

- 3) Patent/Copyright Infringement Indemnification. The Contractor shall 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 Contractor to the extent that such 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 such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright 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 shall at Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the State, (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 become non-infringing, or, if such option is not reasonably available to the Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.**

- 4) Continuation of Indemnification Obligations. The Contractor's duty to indemnify pursuant to paragraph (1) and (2) continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

Limitation of Liability. The parties agree that neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental; indirect, or special damages whatsoever, even if the party know about the possibility of such damages.

- 5) Under no circumstances shall either party be liable for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God."

## II-BB CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

## II-CC ACCOUNTING RECORDS

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

**II-DD NON-DISCRIMINATION CLAUSE**

In the performance of a Contract or purchase order, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their 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, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

**II-EE CANCELLATION**

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall 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 the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The 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 project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963, and Chapter 7 of the Civil Service Rules. Notwithstanding any other provision of this Contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for personal services if the Director determines that the Contract of the disbursements under the Contract violate Article 11, Section 5 of the Constitution or violate applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

## **II-FF NOTICE AND RIGHT TO CURE**

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature 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.

## **II-GG ELECTRONIC FUNDS TRANSFER**

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically ([www.state.mi.us/dmb/ofm/](http://www.state.mi.us/dmb/ofm/)).

**II-HH MODIFICATION OF CONTRACT**

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

**II-II UNFAIR LABOR PRACTICES**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall 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 pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

**II-JJ FORM, FUNCTION, AND UTILITY**

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not the meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

**II-KK CONTRACT PAYMENT SCHEDULE**

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

All billings must be mailed to:

**Mike Szuch, Engineering/Manager  
Michigan Department of Transportation  
Metro Region, Maintenance Operations  
Blue Water Bridge  
1410 Elmwood  
Port Huron, MI 48060  
810.984.3131**

**II-LL PROHIBITED PRODUCTS**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be



considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Acquisition Services has approved a change.

**II-MM RECYCLED CONTAINERS**

Bidders are encouraged to offer products packaged in containers using recovered materials suitable for the intended use. 'Recovered material' is defined as post-consumer waste (any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition) and 'secondary waste' (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).

**II-NN RIGHT TO KNOW ACT (Act 80 of 1986)**

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances in the workplace. To comply with this act, it is necessary that you fulfill the following:

Labels on all incoming containers of hazardous chemicals must (1) clearly State the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

Material Safety Data Sheets must be included with shipment of chemical or hazardous material to the receiving State agency. It is necessary to send this document only on the first shipment for each chemical formulation or hazardous material ordered by a specific agency except when there has been a change in the formulation of the specified chemical or hazardous material, in which case, a revised material safety data sheet shall accompany the first shipment of the changed formulation. It is the responsibility of the shipping vendor to maintain this record. The receiving agency will not accept first shipment unless the above is complied with. It is recommended that OSHA Material Safety Data Sheet No. 174 be used.

**II-OO ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

**II-PP QUALITY ASSURANCE**

The State reserves the right to periodically test products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

**II-QQ INSPECTION**

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

**II-RR OPTIONAL USE OF STATE AGENCY PRODUCTION FACILITIES**

State agencies are exempt from utilizing the resulting Contract if they would instead prefer to purchase similar items from the following State agency production facilities:

- Michigan State Industries (MSI), which provides valuable training opportunities for inmates at State correctional facilities.
- Department of Management and Budget, Print and Graphics Services



**PRICING SHEET – MDOT BLUE WATER BRIDGE**

**Elevator Serial #28560, Dover Elevator, 2 – Stop Hydraulic Passenger Elevator located in the Administration Building – tunnel. To be inspected Monthly (12 times a year). Billed quarterly at \$420.00**

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**Elevator Serial #28561, Dover Elevator, 4-Stop Hydraulic Passenger Elevator located in the Administration Building. To be inspected Monthly (12 times a year). Billed quarterly at \$420.00**

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**Elevator Serial #28562, Dover Elevator, 2-Stop Hydraulic Passenger Elevator located at the Plaza Building (Pedestrian). To be inspected Quarterly (4 times per year). Billed quarterly at \$219.00**

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**Elevator Serial #28563, Dover Elevator, 3-Stop Hydraulic Passenger Elevator located in the TCIF Lobby. To be inspected Monthly (12 times per year). Billed quarterly at \$420.00.**

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**Elevator Serial #28567, Dover Elevator, 2-Stop Hydraulic Passenger Elevator located in the new section of TCIF. To be inspected Monthly (12 times per year). Billed quarterly at \$420.00**

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**PLEASE NOTE: All of the above rates will be discounted an additional 3% if pre-paid annually.**

**TOTAL COST FOR ONE YEAR: \$7,596.00**

**TOTAL CONTRACT COST FOR FIVE YEARS: \$37,980.00**