

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

October 30, 2009

CHANGE NOTICE NO. 8
TO
CONTRACT NO. 071B3001409
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Hedrick Associates 2360 Oak Industrial Drive NE Grand Rapids, MI 49505 huffmank@hedrickassoc.com	TELEPHONE 616-454-1218 Karl Huffman
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Doug Collier
Contract Compliance Inspector: Carol Steele-Sherman HVAC Maintenance & Repair Services – Department of Information Technology	
CONTRACT PERIOD: From: September 1, 2003 To: December 31, 2009	
TERMS <p style="text-align: center;">Net</p>	SHIPMENT <p style="text-align: center;">Per Attached Terms and Conditions</p>
F.O.B. <p style="text-align: center;">Jobsite</p>	SHIPPED FROM <p style="text-align: center;">Lansing, MI</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

This is here by **EXTENDED** to 12/31/2009. All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB/DIT and vendor concurrence.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 9,225,014.00

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

June 9, 2008

CHANGE NOTICE NO. 7
TO
CONTRACT NO. 071B3001409
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Hedrick Associates 2360 Oak Industrial Drive NE Grand Rapids, MI 49505 huffmank@hedrickassoc.com	TELEPHONE 616-454-1218 Karl Huffman
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Doug Collier
Contract Compliance Inspector: Carol Steele-Sherman HVAC Maintenance & Repair Services – Department of Information Technology	
CONTRACT PERIOD: From: September 1, 2003 To: September 30, 2009	
TERMS <p style="text-align: center;">Net</p>	SHIPMENT <p style="text-align: center;">Per Attached Terms and Conditions</p>
F.O.B. <p style="text-align: center;">Jobsite</p>	SHIPPED FROM <p style="text-align: center;">Lansing, MI</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

This is here by **EXTENDED** to 9/30/2009, through an extension option. This contract is also **INCREASED** by \$5,000,000.00

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB/DIT and vendor concurrence.

INCREASE: \$5,000,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$ 9,225,014.00

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

March 28, 2007

CHANGE NOTICE NO. 6
TO
CONTRACT NO. 071B3001409
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Hedrick Associates 2360 Oak Industrial Drive NE Grand Rapids, MI 49505 huffmank@hedrickassoc.com	TELEPHONE 616-454-1218 Karl Huffman
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Doug Collier
Contract Compliance Inspector: Carol Steele-Sherman HVAC Maintenance & Repair Services – Department of Information Technology	
CONTRACT PERIOD: From: September 1, 2003 To: September 30, 2008	
TERMS <p style="text-align: center;">Net</p>	SHIPMENT <p style="text-align: center;">Per Attached Terms and Conditions</p>
F.O.B. <p style="text-align: center;">Jobsite</p>	SHIPPED FROM <p style="text-align: center;">Lansing, MI</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

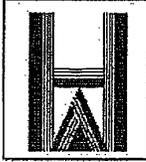
This is here by **EXTENDED** to 9/30/2008, through an extension option. This contract is also **INCREASED** by \$3,176,064.00. Please see attached vendor quote and UPS equipment list that is being added to this commodity.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB/DIT and vendor concurrence.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$ 4,225,014.00



HEDRICK ASSOCIATES

2360 OAK INDUSTRIAL DR N.E.
GRAND RAPIDS, MI 49505
(616) 454-1218 FAX: (616) 454-5336
email: huffmank@hedrickassoc.com

PROPOSAL #5772-1006



November 13, 2006

Michigan DMB OCAT
P.O. Box 30026
Lansing, MI 48909
Attn: Dick Novello

Project: Liebert UPS & AC
Maintenance Contract
DMB Contract #071B3001409

We propose to provide the following full service contracts for your Liebert systems:

SOS Bldg Phase I Secondary Complex Site ID #59605

Description	Model	Serial	Tag #/Nameplate Data	Cost/Yr.
AC #1	FH199A-CAM	305320-004	15 Ton AC	\$2,390
AC #1	FE380AUCAM	325560-001	30 Ton AC	\$3,101
AC #2	FH199A-CAM	305320-002	15 Ton AC	\$2,390
AC #3	FH199A-CAM	305320-001	15 Ton AC	\$2,390
AC #4	FH199A-CAM	305320-003	15 Ton AC	\$2,390
UPS #1	UDC63125C25RT04	366858	New 1/99	\$4,267
UPS #2	UDC63125C25RT04	366858	New 1/99	\$4,267
Batt UPS #1	U25BP125HUJ1BNS	366858	New 1/99	\$3,556
Batt UPS #2	U25BP125HUJ1BNS	366858	New 1/99	\$3,556
RCM10U	SS2000/Alert System		1176700	\$790
SiteGateE	SSWEB Ethernet Gateway		1292198	\$1,160
CCM-200	Generator Monitoring Pnls		Total 2 units	\$840
SiteLink 12	SS2000/Alert System		Total 3 units	\$1,650
SS2000SW	SS2000/Alert System		Total 1 unit	\$686
TVSS 1, 2	S120Y333		Total 2 units	\$688
			Sub Total	\$34,121.00

SOS Bldg Phase II Secondary Complex Site ID #59605

Description	Model	Serial	Tag #/Nameplate Data	Cost/Yr.
AC #8	FH245AUCAM	329767-004	20 Ton AC	\$2,676
AC #9	FH245AUCAM	329767-006	20 Ton AC	\$2,676
AC #10	FH245AUCAM	329767-007	20 Ton AC	\$2,676
AC #11	FH245AUCAM	329767-008	20 Ton AC	\$2,676
AC #12	FH245AUCAM	329767-005	20 Ton AC	\$2,676
AC #13	DH380AUCGEI	644151-001	30 Ton AC	\$3,256
AC #14	DH380AUCGEI	849213	30 Ton AC	\$3,256
UPS #3	AP621-61 150 KVA	1143960	Order #250807	\$4,680
UPS #4	AP621-61 150 KVA	1143959	Order #250807	\$4,680
UPS #5	AP621-61 150 KVA	1143958	Order #250807	\$4,680
UPS #6	UDC63154C36A895	253173	1209593	\$6,263
MBC #6	U36MB1544OCC600	Maint. Byp.	1209592	\$3,844
BATT #3	BPAJ14F2402700	1143960	Order #250807	\$4,630
BATT #4	BPAJ14F2402700	1143959	Order #250807	\$4,630
BATT #5	BPAJ14F2402700	1143958	Order #250807	\$4,630
BATT #6	U36BP150WJBN00U	253173	1209592	\$5,993
PDU #1	PPC075C		402132-1 Unisys	\$1,100
PDU #2	PPC150C	330173-2		\$1,100

PDU #5	PPC150C	330173-1	1143965	\$1,100
PDU #6	PPC150C	330173-3		\$1,100
PDU #7	PPC150C	1209595	1209595	\$1,348
PDU #8	PPC150C	528408	1269140	\$1,348
AC #1	DH245AUCAEI	506735	20 Ton AC Unit	\$2,676
AC #2	DH245AUCAEI	506735	20 Ton AC Unit	\$2,676
			Sub Total	\$76,370.00

Operations Center Secondary Complex Site ID#83447

<u>Description</u>	<u>Model</u>	<u>Tag #/Nameplate Data</u>	<u>Cost/Yr.</u>
UPS #1	UDA63300A36AC44	1268348	\$8,097
Batt #1A&B	U36BP300WJBNUUU	1268349,50	\$8,966
MBC	U36MB30040AA500	1268347	\$1,617
UPS #3	UDC63065C25RT04	1249051	\$6,898
Batt #3	U25BP065HUJ1FNS	1249052	\$4,474
UPS #4	UDA63040C25RT04	1210044	\$5,526
Batt #4	U25BP040HRJ1FNS	1210045	\$7,472
PDU #1,2,3,4	PPA150C3158225	1268351,52,53,54	\$6,620
PDU #5	PPA150C		\$1,324
SiteLink 12	Site Scan WEB		\$1,100
SiteGateE	SSWEB Ethernet Gateway		\$1,160
AC-C1,C2,C3,E1,E2	(5) FH529C-AGEI	521520-001-5 (5) 22 Ton	\$11,675
AC-B1,B2,B3	(3) BU102C-AAEO	516531-1,2 330198-001 (3) 5 Ton	\$5,028
AC-4	BU071WGASE0	381832-002	\$1,876
AC-10	BF102C-AAEI	516799-001	\$1,676
		Sub Total	\$73,509.00

Treasury 4th Floor Site ID#13503

<u>Description</u>	<u>Model</u>	<u>Tag #/Nameplate Data</u>	<u>Cost/Yr.</u>
UPS #1,2	UDA63300A36AE62	1314354,55	\$14,360
Batt #1A&B	U36BP300UJBNUUU	1314356,57	\$9,892
Batt #2A&B	U36BP300UJBNUUU	1314358,59	\$9,892
MBCA&B	U36MB30040AA500	1314360,61	\$3,234
UPS #6	24 KVA W/Battery Cabinet	UPS with 100 Min Batt	\$7,567
STS #1	STA0250P10	Order #327284	\$4,500
STS #2	STA0250P10	Order #327284	\$4,500
STS #3	STA0250P10	Order #327284	\$4,500
STS #4	STA0250P10	Order #327284	\$4,500
STS #5	STA0250P10	Order #327284	\$4,500
PDU #1	PPA100C	Order #327284	\$1,245
PDU #2	PPA100C	Order #327284	\$1,245
PDU #3	PPA100C	Order #327284	\$1,245
PDU #4	PPA100C	Order #327284	\$1,245
PDU #5	PPA100C	Order #327284	\$1,245
AC-1 to 6	FH529C-ASM	Total 6 units	\$10,050
AC-7	FR-FE240G-A00-1	20 Ton AC DX	\$2,676
TVSS 1, 2,3,4	ACV480D110/H1120Y333	Total 4 units	\$1,176
RCM10U	SS2000/Alert System	Total 2 units	\$790
SiteGateE	SSWEB Ethernet Gateway	Total 1 units	\$1,160
LDS1000	Water Detection Panel	Total 1 units	\$488
SiteLink 12	SS2000/Alert System	Total 2 units	\$1,100
		Sub Total	\$91,110.00

714 Harrison Rd. MSP Data Center Site ID#18964

<u>Description</u>	<u>Model</u>	<u>Tag #/Nameplate Data</u>	<u>Cost/Yr.</u>
UPS #1,2	UDC63125C36A781	1199565,70	\$14,360
Batt #1A&B	U36BP125RJBNUUU	1199566,67	\$9,892
Batt #2A&B	U36BP125RJBNUUU	1199571,72	\$9,892
MBCA&B	U36MB12540CC450	1199564,69	\$3,234
PDU #1,2	PPC125C2124805	1199568,73	\$2,622
LBS Controls	83-791339-06	1199574	\$1,311
Site Scan	SiteGate-232	1200665	\$606
Site Scan	(2) SiteLink-DC12I	1200666,68	\$1,212
Site Scan	SS2000 Software 1999091533	1200755	\$438
Site Scan	Alert Software 1999091632	1200756	\$313
	Sub Total		\$43,830.00

Saginaw Hart Building Telecommunications Rooms

<u>Description</u>	<u>Model</u>	<u>Serial</u>	<u>Tag #/Nameplate Data</u>	<u>Cost/Yr.</u>
AC #1	BU067A		5 Ton AC Unit	\$1,876
AC #2	CU067A-CAM	19500-001	5 Ton AC Unit	\$1,876
	Sub Total			\$3,752.00

Mason Building Basement Telecomm Room Site ID #77643

<u>Description</u>	<u>Model</u>	<u>Tag #/Nameplate Data</u>	<u>Cost/Yr.</u>
AC #4,5	UH529C-C00-106709A+B	Total (2) 30 Ton AC Units	\$3,350
AC #6	FH380AUC10-166068	30 Ton AC Unit	\$3,101
UPS #1	UDA6365C2SRT04	1227453	\$4,942
Batt #1,2	UBPPF270H25MJ	1227456,1227463	\$6,950
AC-1,2	DME037E-PC2 DMC040WG	(2) AC in Battery RM	\$3,304
	Sub Total		\$21,647.00

North Logan Street Telecomm Room

<u>Description</u>	<u>Model</u>	<u>Serial</u>	<u>Tag #/Nameplate Data</u>	<u>Cost/Yr.</u>
AC #1,2	UE110G-A00	106707A+B	(2) 8 Ton AC Units	\$4,552
	Sub Total			\$4,552.00

Romney Building Basement Telecomm Room

<u>Description</u>	<u>Model</u>	<u>Serial</u>	<u>Tag #/Nameplate Data</u>	<u>Cost/Yr.</u>
AC #1	Trane Split System		(1) 5 Ton AC Units	\$1,652
	Sub Total			\$1,652.00

DLEG Server Room

3rd Floor Mennen Williams Building

<u>Description</u>	<u>Model</u>	<u>Serial</u>	<u>Tag #/Nameplate Data</u>	<u>Cost/Yr.</u>
AC #1	UH147C-AAM2369	312369	7.5 Ton AC	\$2,156.00
UPS #1	30 KA Series 300	1221992	1221992	\$3,993.00
Batt #1*	180 Cell	1221994	1221994	\$3,694.00
	Sub Total			\$9,843.00

Grand Tower Telecomm Room Site ID # 83626

<u>Description</u>	<u>Model</u>	<u>Tag #/</u>	<u>Cost/Yr.</u>
UPS #1	UDA63020C25RT04	1269187	\$5,477
BATT #1	U25BP020HHJ1NNL	1269188	\$5,855
TVSS	H1277Y222		\$688
AC-1,2,4	VE116G-A00	150499A,B,C	\$7,128
AC #3	BU067A	5 Ton AC Unit	\$1,876
		Sub Total	\$21,024.00

GOB Office Bldg Telecomm Room Site ID # 83621

<u>Description</u>	<u>Model</u>	<u>Tag #/</u>	<u>Cost/Yr.</u>
UPS #1	UDA63020C25RT04	1269165	\$5,477
BATT #1	U25BP020HHJ1NNL	1269166	\$5,855
TVSS	H1277Y220		\$688
AC #1,2	UE110G-A00	Serial 106708A+B	\$4,552
		Sub Total	\$16,572.00

Yearly Full Service Maintenance Contract

	<u>Parts</u>	<u>Labor</u>	<u>PM Checkups</u>
UPS Systems	100%	100%	2
Battery Cabinets*	100%*	100%	4
Surge Suppressor Panels (TVSS)	100%	100%	2
Water Detection Panel Model LDS1000	100%	100%	2
AC Units	100%	100%	4

UPS Contract

This contract includes (2) Preventative Maintenance checkups on the UPS and (4) Preventative Maintenance checkups and load test on the battery system. The preventative maintenance checkup can be scheduled at any time or any day of the week as your schedule allows. The preventative maintenance checkups are one of the most important parts of this contract since we will often find system problems during a checkup on the UPS and load test on the batteries, and can usually get the problem corrected before it ever becomes an issue to your computer system. This maintenance contract also includes control system software upgrades that may become available as the technology and controls evolve. See scope of work enclosed. Note: *Some battery cabinet contracts are 10% battery replacement and not 100%.

AC Unit Contract

The full service contract on the air conditioning units includes full parts and labor for any emergency service required 24 hours a day 7 days a week. Preventative maintenance check-ups are provided quarterly and are included in this contract. Air filters fan belts and humidifier lamps/pans are wearable items and may require adjustment or replacement during the maintenance check-up and these parts are included in this full service contract. Repair costs due to lack of preventative maintenance are included in this contract. See scope of work enclosed.

If you feel this contract meets your future maintenance requirements please sign the bottom of this contract and mail it back to our office. As soon as we get a signed copy of the contract from you we can lock in the prices to protect you from any future price increases. This contract will become active on the date you specify below. Billing will commence when this contract becomes active.

Total All Costs Listed Above: \$398,032.00 Per Year
Quarterly Contract Cost: \$99,508.00 Per Quarter

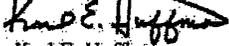
NOTES:

1. Pricing includes the 1-800-LIEBERT 24-hour service support hot line. Call this number should emergency service ever be required on UPS and power equipment. Call Hedrick Associates at 616-454-1218 for all AC equipment.
2. Pricing is valid for 90 days. Please return a signed copy of this proposal to hold pricing effective until this contract becomes active. Above unit pricing effective 10/1/2005 through 9/30/2010.
3. This contract is subject to the Liebert Global Services service contract terms attached. The Liebert LGS contract terms are also Hedrick Associates contract terms. Where Liebert or LGS is mentioned in the attached terms the company name Hedrick Associates shall also apply.
4. Purchase order should be made out to Hedrick Associates with payment terms of net 30 days from date of invoice.

Please do not hesitate to contact us if we can be of any further assistance.

Very truly yours,

HEDRICK ASSOCIATES



Karl E. Huffin

huffinank@hedrickassoc.com

Accepted by: _____

Date: _____

Date: October 31, 2000

**Michigan DMB Telecommunications
UPS Contract #071B5000324
Liebert UPS Systems/System Accessories**

Hedrick Associates
2360 Oak Industrial Dr. NE
Grand Rapids, MI 49505
Contact: Karl Huffman
Phone: 616-454-1218
Fax: 616-454-5336

Capacity/Model	Unit	Cost*	Site Inspection Factory Startup 1st Year Maint.	TVSS Serviceable H1120Y222R/H1120Y333R 200kA/300kA (Per Phase)	TVSS Non-Serviceable ACV120Y101/ACV120Y111 40kA/80kA (Per Phase)
350 VA PSA350-120	163		N/A	3995/6750	650/1190
470 VA PSA470-120	268		N/A	3995/6750	650/1190
700 VA PSA700-120	342		N/A	3995/6750	650/1190
700 VA PS700MT-120	404		N/A	3995/6750	650/1190
1000 VA PS1000MT-120	584		N/A	3995/6750	650/1190
1,400 VA PS1400MT-120	786		N/A	3995/6750	650/1190
2,200 VA PS2200MT-120	1,127		N/A	3995/6750	650/1190
700 VA GXT700	590		N/A	3995/6750	650/1190
1 KVA GXT1000RT	909		N/A	3995/6750	650/1190
1.5 KVA GXT1500RT	1,199		N/A	3995/6750	650/1190
2 KVA GXT2000RT	1,358		N/A	3995/6750	650/1190
3 KVA GXT3000RT	2,693		570	3995/6750	650/1190
1.5 KVA RD7838MDEK	6,956		570	3995/6750	650/1190
3.5 KVA VUB03CBL	3,910		1,190	3995/6750	650/1190
5.2 KVA VUB06CBL	5,135		1,190	3995/6750	650/1190
8 KVA VUB08CBLA	7,155		1,574	3995/6750	650/1190
10 KVA VUB10CBLA	8,138		1,574	3995/6750	650/1190
15 KVA VUB15CBLA	12,690		2,277	3995/6750	650/1190
20 KVA UDA63020	18,988		2,323	3995/6750	650/1190
30 KVA UDA63030	20,693		2,466	3995/6750	650/1190
40 KVA UDA63040	27,343		2,466	3995/6750	650/1190
50 KVA UDA63050	29,588		2,978	3995/6750	650/1190
65 KVA UDA63065	33,458		3,788	3995/6750	650/1190
75 KVA UDA63075	36,264		3,788	3995/6750	650/1190
100 KVA UDA630100	44,288		3,992	3995/6750	650/1190
125 KVA UDA630125	47,054		3,992	3995/6750	650/1190

NOTES:

*The three phase UPS systems 20-125 KVA include a separate battery cabinet which mounts to the UPS during installation. Battery time included is the minimum shown on the sales bulletin. Two (2) 42 pole Square D output panelboards are available in a separate slim line distribution cabinet which also attaches to the UPS, add \$3,550 if desired. A Variety of additional options are available for each model UPS and pricing is provided at request to Karl Huffman at Hedrick Associates. Contact Hedrick Associates as shown above.



DC Power UPS Systems

Capacity	Model	Unit Cost*	Site Inspection Factory Startup 1st Year Maint.
3500 Watt	D25MS35SD8FN	7,677	966
100 Amp	D25PS06F633BNN1	15,878	1,260
240 Amp DC 1200	D25PS12H2030	15,924	2,020
300 Amp	D25PS06F973BNN1	27,190	1,355
600 Amp DC Powertame	DPT08R14070	44,469	3,740
800 Amp DC4000	DHS15T1E060	58,106	3,865

Notes: DC Power systems have an infinite level of configurations, call Hedrick Associates as listed below for a site specific proposal. DC Power systems have custom battery times which are project specific. Please call Hedrick Associates as listed below for specific battery pricing.

Hedrick Associates
 2360 Oak Industrial Dr. NE
 Grand Rapids, MI 49505
 Contact: Karl Huffman
 Phone: 616-454-1218
 Fax: 616-454-5336



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 18, 2007

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B3001409
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Hedrick Associates 2360 Oak Industrial Drive NE Grand Rapids, MI 49505 huffmank@hedrickassoc.com	TELEPHONE 616-454-1218 Karl Huffman
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Doug Collier
Contract Compliance Inspector: Carol Steele-Sherman HVAC Maintenance & Repair Services – Department of Information Technology	
CONTRACT PERIOD: From: September 1, 2003 To: March 31, 2007	
TERMS Net	SHIPMENT Per Attached Terms and Conditions
F.O.B. Jobsite	SHIPPED FROM Lansing, MI
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately this contract has been EXTENDED to March 31, 2007 and the buyer is changed to Doug Collier.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB/DIT and vendor concurrence.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 1,048,950.00

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

October 18, 2005

CHANGE NOTICE NO. 4
 TO
 CONTRACT NO. 071B3001409
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Hedrick Associates 2360 Oak Industrial Drive NE Grand Rapids, MI 49505 huffmank@hedrickassoc.com	TELEPHONE 616-454-1218 Karl Huffman
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-2005 Lisa Morrison
Contract Compliance Inspector: Carol Steele-Sherman HVAC Maintenance & Repair Services – Department of Information Technology	
CONTRACT PERIOD: From: September 1, 2003 To: September 30, 2006	
TERMS Net	SHIPMENT Per Attached Terms and Conditions
F.O.B. Jobsite	SHIPPED FROM Lansing, MI
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately this contract has been **INCREASED** by \$155,435.00.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB/DIT and vendor concurrence.

INCREASE: \$155,435.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$ 1,048,950.00

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

October 12, 2005

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B3001409
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Hedrick Associates 2360 Oak Industrial Drive NE Grand Rapids, MI 49505 huffmank@hedrickassoc.com	TELEPHONE 616-454-1218 Karl Huffman
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-2005 Lisa Morrison
Contract Compliance Inspector: Carol Steele-Sherman HVAC Maintenance & Repair Services – Department of Information Technology	
CONTRACT PERIOD: From: September 1, 2003 To: September 30, 2006	
TERMS Net	SHIPMENT Per Attached Terms and Conditions
F.O.B. Jobsite	SHIPPED FROM Lansing, MI
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately this contract has been **INCREASED** by \$220,651.00.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB/DIT and vendor concurrence.

INCREASE: \$220,651.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$ 893,515.00

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

June 30, 2005

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B3001409
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Hedrick Associates 2360 Oak Industrial Drive NE Grand Rapids, MI 49505 huffmank@hedrickassoc.com	TELEPHONE 616-454-1218 Karl Huffman
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-2005 Lisa Morrison
Contract Administrator: Carol Steele-Sherman HVAC Maintenance & Repair Services – Department of Information Technology	
CONTRACT PERIOD: From: September 1, 2003 To: September 1, 2006	
TERMS Net	SHIPMENT Per Attached Terms and Conditions
F.O.B. Jobsite	SHIPPED FROM Lansing, MI
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately the buyer has been changed to:
Lisa Morrison
(517) 241-2005

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB/Acquisition Services approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 672,864.00

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

November 6, 2003

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B3001409
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Hedrick Associates 2360 Oak Industrial Drive NE Grand Rapids, MI 49505 huffmank@hedrickassoc.com	TELEPHONE 616-454-1218 Karl Huffman
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-1145 Lymon C. Hunter, CPPB
Contract Administrator: Carol Steele-Sherman HVAC Maintenance & Repair Services – Department of Information Technology	
CONTRACT PERIOD: From: September 1, 2003 To: September 1, 2006	
TERMS <p style="text-align: center;">Net</p>	SHIPMENT <p style="text-align: center;">Per Attached Terms and Conditions</p>
F.O.B. <p style="text-align: center;">Jobsite</p>	SHIPPED FROM <p style="text-align: center;">Lansing, MI</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

This amendment will add equipment located in the telecom rooms at the Grand Tower and the General Office Building, per the attached pricing sheets.

Also, this contract has been INCREASED by \$58,992.00.

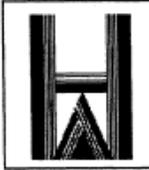
All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per vendor request (Karl Huffman) on 9/4/03, agency agreement (Jennifer Ryan) on 9/12/03, and DMB/ACQUISITION SERVICES approval.

INCREASE: \$58,992.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$ 672,864.00



HEDRICK ASSOCIATES

424 PLYMOUTH N.E.
GRAND RAPIDS, MI 49505
(616) 454-1218 FAX: (616) 454-5336
email: huffmank@hedrickassoc.com



September 4, 2003

Michigan DMB OCAT
P.O. Box 30026
Lansing, MI 48909
Attn.: Jennifer Ryan

Project: Liebert UPS & AC
Maintenance Contract
DMB Contract #071B3001409

We propose the following Liebert UPS equipment be added to this contract::

Grand Tower Telecomm Room Site ID # 83626

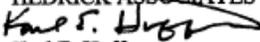
<u>Description</u>	<u>Model</u>	<u>Tag #/</u>	<u>Cost/Yr.</u>
UPS #1	UDA63020C25RT04	1269187	\$5,477
BATT #1	U25BP020HHJ1NNL	1269188	\$4,355
	Sub Total		\$9,832.00

GOB Office Bldg Telecomm Room Site ID # 83621

<u>Description</u>	<u>Model</u>	<u>Tag #/</u>	<u>Cost/Yr.</u>
UPS #1	UDA63020C25RT04	1269165	\$5,477
BATT #1	U25BP020HHJ1NNL	1269166	\$4,355
	Sub Total		\$9,832.00

Please let me know if I can be of any further help!

Very truly yours,

HEDRICK ASSOCIATES

Karl E. Huffman
huffmank@hedrickassoc.com

Grand Tower Telecomm Room Site ID # 83626

<u>Description</u>	<u>Model</u>	<u>Tag #/</u>	<u>Cost/Yr.</u>
UPS #1	UDA63020C25RT04	1269187	\$5,477
BATT #1	U25BP020HHJ1NNL	1269188	\$4,355
	Sub Total		\$9,832.00

GOB Office Bldg Telecomm Room Site ID # 83621

<u>Description</u>	<u>Model</u>	<u>Tag #/</u>	<u>Cost/Yr.</u>
UPS #1	UDA63020C25RT04	1269165	\$5,477
BATT #1	U25BP020HHJ1NNL	1269166	\$4,355
	Sub Total		\$9,832.00

Yearly Full Service Maintenance Contract

	<u>Parts</u>	<u>Labor</u>	<u>PM Checkups</u>
UPS Systems	100%	100%	2
Battery Cabinets	100%	100%	4
Surge Suppressor Panels (TVSS)	100%	100%	2
Water Detection Panel Model LDS1000	100%	100%	2
AC Units	100%	100%	4

UPS Contract

This contract includes (2) Preventative Maintenance checkups on the UPS and (4) Preventative Maintenance checkups and load test on the battery system. The preventative maintenance checkup can be scheduled at any time or any day of the week as your schedule allows. The preventative maintenance checkups are one of the most important parts of this contract since we will often find system problems during a checkup on the UPS and load test on the batteries, and can usually get the problem corrected before it ever becomes an issue to your computer system. This maintenance contract also includes control system software upgrades that may become available as the technology and controls evolve. See scope of work enclosed.

AC Unit Contract

The full service contract on the air conditioning units includes full parts and labor for any emergency service required 24 hours a day 7 days a week. Preventative maintenance check-ups are provided quarterly and are included in this contract. Air filters fan belts and humidifier lamps/pans are wearable items and may require adjustment or replacement during the maintenance check-up and these parts are included in this full service contract. Repair costs due to lack of preventative maintenance are included in this contract. See scope of work enclosed.

If you feel this contract meets your future maintenance requirements please sign the bottom of this contract and mail it back to our office. As soon as we get a signed copy of the contract from you we can lock in the prices to protect you from any future price increases. This contract will become active on the date you specify below. Billing will commence when this contract becomes active.

Total All Costs Listed Above: \$224,288.00 Per Year

Quarterly Contract Cost: \$56,072.00 Per Quarter

NOTES:

1. Pricing includes the 1-800-LIEBERT 24-hour service support hot line. Call this number should emergency service ever be required.
2. Pricing is valid for 90 days. Please return a signed copy of this proposal to hold pricing effective until this contract becomes active.
3. This contract is subject to the Liebert Global Services service contract terms attached. The Liebert LGS contract terms are also Hedrick Associates contract terms. Where Liebert or LGS is mentioned in the attached terms the company name Hedrick Associates shall also apply.

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

September 11, 2003

**NOTICE
 TO
 CONTRACT NO. 071B3001409
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Hedrick Associates 2360 Oak Industrial Drive NE Grand Rapids, MI 49505	TELEPHONE 616-454-1218 Karl Huffman
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-1145 Lymon C. Hunter, CPPB
Contract Administrator: Carol Steele-Sherman HVAC Maintenance & Repair Services – Department of Information Technology	
CONTRACT PERIOD: From: September 1, 2003 To: September 1, 2006	
TERMS <p style="text-align: center;">Net</p>	SHIPMENT <p style="text-align: center;">Per Attached Terms and Conditions</p>
F.O.B. <p style="text-align: center;">Jobsite</p>	SHIPPED FROM <p style="text-align: center;">Lansing, MI</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

The terms and conditions of this Contract are those of ITB #071I3000038, this Contract Agreement and the vendor's quote dated May 12, 2003. 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: \$ 511,080.00

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. 071B3001409
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Hedrick Associates 424 Plymouth, N.E. Grand Rapids, MI 49505	TELEPHONE 616-454-1218 Karl Huffman VENDOR NUMBER/MAIL CODE BUYER (517) 241-1145 Lymon C. Hunter, CPPB
Contract Administrator: Carol Steele-Sherman HVAC Maintenance & Repair Services – Department of Information Technology	
CONTRACT PERIOD: From: September 1, 2003 To: September 1, 2006	
TERMS <p style="text-align: center;">Net</p>	SHIPMENT <p style="text-align: center;">Per Attached Terms and Conditions</p>
F.O.B. <p style="text-align: center;">Jobsite</p>	SHIPPED FROM <p style="text-align: center;">Lansing, MI</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #07113000038, this Contract Agreement and the vendor's quote dated May 12, 2003. 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: \$ 511,080.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07113000038. Orders for delivery of equipment will be issued directly by the Department of Information Technology through the issuance of a Purchase Order Form.

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

FOR THE VENDOR: _____ <p style="text-align: center;">Hedrick Associates</p> _____ <p style="text-align: center;">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>	FOR THE STATE: _____ <p style="text-align: center;">Signature</p> <p style="text-align: center;">Jeffrey A. White, Buyer Manager</p> _____ <p style="text-align: center;">Name</p> <p style="text-align: center;">Tactical Purchasing, Acquisition Services</p> _____ <p style="text-align: center;">Title</p> _____ <p style="text-align: center;">Date</p>
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**SECTION I – REQUIREMENTS****Data Center Air Conditioning, UPS and Related Equipment
Service, Repair and Preventative Maintenance Contract
DEPARTMENT OF INFORMATION TECHNOLOGY
Infrastructure Services,
Data Center Operations And Telecommunications Offices****I-A INTRODUCTION**

The purpose of this contract is to establish an agreement to provide the repair, maintenance and support of specialized Computer Room and Telecommunication Switch Room air conditioning, uninterruptible power supply units, battery cabinets, static transfer switches, environmental monitoring software and hardware and other related equipment for the Department of Information Technology. Section I is designed to provide bidders with information on requirements associated with this ITB.

Section I – REQUIREMENTS will be used by the State for the evaluation process. Bidders will be submitting written proposals discussing how they meet the below specific requirements.

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 subordinate 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.

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 as they relate to the types of service covered by this bid document. See equipment outlined in I-VIII below. 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 or project currently in place. Also, include the name, address, and phone number of the responsible official of the client organization who may be contacted, as well as a list of the specific equipment maintained for these companies.**



Bidders shall provide 3 (three) specific references with their proposal.

B. SERVICE QUALITY

1. WORK STATEMENT

The equipment on this contract supports the data center and telecommunication facilities that support the State of Michigan's information technology and telecommunication infrastructure. These services are critical in nature and the equipment on this contract must be maintained in an effective manner. It is essential that equipment be monitored and maintained in a manner that allows these facilities to continue to operate 24 hours a day, 7 days a week, 365 days a year without any unscheduled downtime.

The contract will include equipment repair service and preventative maintenance checkups on the UPS and air conditioning equipment as required by DIT and recommended by the equipment manufacturers. The repair service and preventative maintenance checkups will be scheduled with the State of Michigan at a time that is most beneficial to the State's business needs. The preventative maintenance agreement will include all necessary parts and labor. Air filters, fan belts and humidifier lamps/pans are wearable items and may require adjustment or replacement during the maintenance checkups.

The contract will also include software upgrades that may become available as the technology and controls evolve.

We would also like the provision for acquiring equipment maintenance on a time and material basis for certain equipment located in the Telecommunication area.

Requirements of Vendor:

The company bidding this contract must have 2-4 years experience working with Data Center Air Conditioning units, UPS's and related equipment as described below. **Please submit documents outlining your company's experience with all of the specific equipment outlined in I-VIII below.**

The company must employ at least (3) three licensed journeymen HVAC service technicians located in Lansing or within 15 minutes of the State of Michigan Data Centers. **Please submit documentation identifying the 3 licensed journeyman and their locations as it relates to the State Data Centers. The documentation must show proof that the service technicians are licensed HVAC technicians, and they are at the Journeyman level as recognized by Liebert Corporation. Your documentation must identify how you will comply with the 7 x 24 x 365 service requirement within this Bid Document, as well as the 1 hour response requirement.**

The company must agree to have a State Police Background check done on any technician assigned to do work within a State of Michigan facility. **Please include a statement in your bid response that you will comply with this request upon award of this bid. Any employee that does not pass the State Police background check will not be allowed access to the facility, so an alternate technician will have to be assigned to the contract.** Upon award of this contract, the Company will provide names, birth dates and social security numbers for technicians to the State for the background check processing.

The company must stock spare parts for the equipment on contract in Lansing. These should include processor control boards, Air Conditioning Unit compressors. **Please indicate your**



compliance with this request, and identify where you will stock these parts, and specifically what parts you will stock.

The Company must have a 7 day a week, 24 hour a day toll free number available for emergency parts and service support.

The company must have full time service engineers in the State of Michigan that are factory trained by the UPS equipment manufacturer (Liebert). **Please show proof that your service engineers have received factory training by Liebert, and that they are certified by Liebert to provide maintenance on the equipment listed on this contract.**

The Company must have at least (2) of journeymen HVAC service technicians that have a minimum of (2) weeks of factory training by the ac unit manufacturer (Liebert). **Please show proof that 2 of your technicians have completed this training and that they are qualified as Liebert HVAC Journeyman technicians.**

Specific details on service levels and technical certifications will follow in detail. The equipment list may be amended as equipment is added or removed from our facilities. New equipment installed after this contract is awarded will be treated as an amendment to this contract.

The State of Michigan's facilities are administered by separate offices and will therefore have separate contacts named for acquiring services from this contact.

The Contact for the Data Center Operation facilities will be: Carol Steele Sherman, Phone Number (517) 241-4449.

The Contact for the Telecommunication facilities will be: Jack Harris, Phone Number (517) 241-7565.

Additional contacts will be named at a later date.

The information below describes the equipment in place at the State of Michigan that this contract will cover as well as the expected service requirements and service levels.



I. UNINTERRUPTIBLE POWER SUPPLIES (UPS) 3-PHASE MODELS

The contract will includes (2) Preventative Maintenance checkups on the UPS and (4) Preventative Maintenance checkups and load test on the battery systems. The preventative maintenance checkup will be scheduled at the convenience of the State of Michigan. This maintenance contract also includes control system software upgrades that may become available as the technology and controls evolve.

Service Requirements:

- Guarantee 1-hour on-site response, 7 days/week, 24 hours/day. **Indicate in your bid response how you will provide this response level and adhere to this requirement.**
- Factory trained service technician shall be stationed within 15 minutes of the site. Two back up service technicians shall be available within 1 hour of site. **Please describe for us how you will fulfill this requirement.**
- Spare parts must be available within 15 minutes of the site.
- Provide 100% parts (including branch circuit breakers) coverage.
- Provide 100% labor and travel coverage 7 days/week, 24 hours/day.
- Provide one Annual and one Semi Annual Preventive Maintenance Service check up scheduled by the State of Michigan at the users convenience (excluding national holidays).
- Provide a toll free phone number staffed 24 hrs/day 7 days per week for single point of contact for service requirements.
- Service must be Performed by factory trained and certified Service Engineers trained by the equipment manufacturer. **Please describe how your company will fulfill this requirement.**



Uninterruptible Power Systems All 3-Phase Models Preferred Coverage

SCOPE OF WORK SERVICE SUMMARY

- Guaranteed 1-hour on-site response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Global Services' Service Center.
- Includes 100% parts (excluding batteries and air filters) coverage.
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Performed by Liebert factory trained Customer Engineers.
- Includes one Semi-Annual and one Annual Preventive Maintenance Service scheduled by the customer at the customer's convenience (excluding national holidays).
- Includes 1-800-LIEBERT Customer Response Center.
- Subject to all Terms & Conditions as noted in the Liebert Maintenance Agreement.

SCHEDULED MAINTENANCE PERFORMED

UPS Full Preventive Maintenance Service Semi-Annual Service

1. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components. Check air filters for cleanliness.
3. Check module(s) completely for the following (if applicable):
4. Rectifier and inverter snubber boards for discoloration.
5. Power capacitors for swelling or leaking oil.
6. DC capacitor vent caps that have extruded more than 1/8".
7. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
8. Measure and record harmonic trap filter currents.

Annual Service Includes the Above, Plus

9. Check the inverter and rectifier snubbers for burned or broken wires.
10. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
11. Check fuses on the DC capacitor deck for continuity (if applicable).
12. With customer approval, perform operational test of the system including unit transfer and battery discharge.
13. Calibrate and record all electronics to system specifications.
14. Install or perform Engineering Field Change Notices (FCN) as necessary.
15. Measure and record all low-voltage power supply levels.
16. Measure and record phase-to-phase input voltage and currents.
17. Review system performance with customer to address any questions and to schedule any repairs.

NOTE 1: Preventive Maintenance usually requires a shut-down to ensure electrical connection integrity.

NOTE 2: Customer should check air filters monthly for cleanliness and replace as necessary.

NOTE 3: Above maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

Battery Inspection Service - Performed During the UPS Semi-Annual and Annual PM Services

1. Check integrity of battery cabinet (if applicable).
2. Visual inspection of the battery cabinet and/or room to include
 - Check for NO-OX grease or oil on all connections (if applicable).
 - Check battery jars for proper liquid level (if flooded cells).
 - Check for corrosion on all the terminals and cables.
 - Examine the physical cleanliness of the battery room and jars.
3. Measure and record DC bus ripple voltage (if applicable).
4. Measure and record total battery float voltage.

NOTE: The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system.



**Uninterruptible Power Systems
Maintenance Bypass Cabinet
Preferred Service**

SCOPE OF WORK

SERVICE SUMMARY

- Guaranteed 1-hour on-site response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Global Services Service Center. K44
- Includes 100% parts (excluding batteries) coverage.
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Performed by Liebert factory trained Customer Engineers.
- Includes two Semi-Annual Preventive Maintenance Services scheduled by the customer at the customer's convenience (excluding national holidays).
- Includes 1-800-LIEBERT Customer Response Center.
- Subject to all Terms & Conditions as noted in the Liebert Maintenance Agreement.

SCHEDULED MAINTENANCE PERFORMED

Full Preventive Maintenance Service

1. Complete visual inspection of the equipment including internal sub-assemblies, wiring harnesses, contactors, cables, and major components.
2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Clean any foreign material and dust from internal compartments.
4. Perform a status check of all alarm circuits.
5. Perform a thermal scan of the terminal connections.
6. Operational checkout of the system to include transfers and proper status indications.
7. Install or perform Engineering Field Change Notices (FCN) as necessary.
8. Return unit to operational service with normal load then measure and verify display indications.

NOTE: Preventive Maintenance usually requires a shut-down to ensure electrical connection integrity.



Stationary Battery Systems Sealed (Dry) VRLA Cells Extended Life

SCOPE OF WORK

SERVICE SUMMARY

- Guaranteed 1-hour on-site response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Global Services' Service Center. *KAA*
- Includes 100% parts and battery jars as required.
- Includes battery recycling as required, with documentation meeting EPA requirements.
- Includes 100% corrective labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Includes 1-800-LIEBERT Customer Response Center.
- Preventive Maintenance Service scheduled by the customer at the customer's convenience (excluding national holidays).
- For 3-Phase UPS customers, includes three Quarterly and one Annual PM.
- For Single-Phase UPS customers, includes one Annual PM.
- Performed by Liebert factory trained Battery Specialist or Customer Engineers.
- Subject to all Terms & Conditions as noted in the Liebert Maintenance Agreement.

SCHEDULED MAINTENANCE PERFORMED

Quarterly Service

- 1) Inspect the appearance and cleanliness of the battery and the battery room. Clean normal ocell top dirt accumulation (to be done only with battery off line).
- 2) Measure and record the total battery float voltage and charging current.
- 3) Visually inspect the jars and covers for cracks and leakage.
- 4) Visually inspect for evidence of corrosion.
- 5) Measure and record the ambient temperature.
- 6) Verify the condition of the ventilation equipment, if applicable.
- 7) Verify the integrity of the battery rack/cabinet.
- 8) Randomly measure and record 10% cell temperatures.
- 9) Measure and record the float voltage of all cells.
- 10) Measure and record all internal impedance readings.
- 11) Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.
- 12) Verify approval for Battery Life program.

Annual Service Includes the Above, Plus

- 13) Re-tighten all battery connections to the battery manufacturer's specifications.
- 14) Measure and record all battery connection resistances in micro-ohms, when applicable.

Corrective Maintenance Performed as Required

- Refurbish cell connections and replace batteries as deemed necessary by the detailed inspection report.
- All complete battery systems not requiring full string replacement by the end of the contract term will be replaced automatically at no additional cost.



**Vendor Management Services
Environmental Systems: Air Handlers
Standard Full Service**

SCOPE OF WORK

SERVICE SUMMARY

- Includes (4) PM inspections scheduled by the customer between 8am- 5pm, Monday-Friday, 8am-5pm (excluding national holidays).
 - 24x7 Emergency service, Includes all *parts, labor and travel related expenses (within the 48 contiguous states). * Excludes refrigerant piping external from the unit. Condenser coil not covered if failure is due to age, corrosive atmosphere or salt water type environment.
 - Includes 1-800-LIEBERT Customer Response Center.
 - Performed by trained technicians.
 - Subject to all Terms & Conditions as noted in the Liebert Maintenance Agreement.
- * **GUARANTEED 1 HR. ON SITE RESPONSE INCLUDED. (KW)**

SCHEDULED MAINTENANCE PERFORMED

Maintenance Includes:

Filters

- Check for restricted airflow.
- Examine filter switch.
- Wipe entire section clean.

Blower Section

- Verify that impellers are free of debris and move freely.
- Check belt for condition and proper tension.
- Verify that the bearings are in good condition.
- Check the fan safety switch for proper operation.
- Check the pulleys and motor mounts for tightness and proper alignment.

Air Cooled Condenser (if applicable)

- Verify condenser coil cleanliness. Clean if necessary.
- Examine motor mounts for tightness. Tighten if necessary.
- Verify that the bearings are in good working order.
- Confirm that the refrigerant lines are properly supported.

Water/Glycol Condenser (if applicable)

- Check cleanliness of copper tubing.
- Confirm that the water regulating valves are functioning properly.
- Check the glycol solution level.
- Check for water/glycol leaks.

Glycol Pump

- Examine for any glycol leaks.
- Determine proper pump operation.

Steam Generating Humidifier (if Applicable)

- Check the canister for any deposits.
- Check the condition of all steam hoses.
- Examine the water make-up valve for any leaks.

Infrared Humidifier

- Check the pan drain for any type of blockage.
- Examine the humidifier lamps for proper operation.
- Check the pan for any type of mineral deposits.

Refrigerant Cycle/Section

- Examine refrigerant lines for leaks or damage.
- Using the sight glass, check lines for moisture.
- Monitor suction pressure.
- Monitor head pressure.
- Monitor discharge pressure.
- Check the hot gas.

Electric Panel

- Check fuses
- Check electrical connections
- Check operation sequence
- Check contactors for pitting



**Power Conditioning and Distribution Systems
All Models
Preferred Coverage**

**SCOPE OF WORK
SERVICE SUMMARY**

- Guaranteed 1-hour on-site response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Global Services Service Center.
- Includes 100% parts (excluding branch circuit breakers) coverage.
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Performed by Liebert factory trained Customer Engineers.
- Includes one Annual Preventive Maintenance Service scheduled by the customer at the customer's convenience (excluding national holidays).
- Includes 1-800-LIEBERT Customer Response Center.
- Subject to all Terms & Conditions as noted in the Liebert Maintenance Agreement.

SCHEDULED MAINTENANCE PERFORMED

Full Preventive Maintenance Service

1. Perform a complete visual inspection of the internal sub-assemblies, wiring harnesses, contactors, cables, major components, and check for proper clearance around the unit.
2. Inspect all transformer, terminal block, and ground/neutral bus bar connections for tightness.
3. Inspect input and output breaker(s) for tightness.
4. Inspect high and low voltage junction box terminals for tightness.
5. Inspect all option wiring for tightness. (Spike suppressor, ground fault, phase rotation/loss).
6. Inspect all capacitor bank connections for tightness.
7. Verify that all cooling fans are functional and air ducts are open.
8. Verify continuity of all fuses and that they are correctly rated.
9. Measure input and output phase to phase voltage.
10. Measure the output, neutral, and ground current.
11. Verify KVA load and capacity per phase.
12. Verify grounding electrode conductor and any isolated grounds.
13. Measure filter capacitor currents at no load for all three phases (if applicable).
14. Measure primary, secondary, 2nd harmonic, and 3rd harmonic (if applicable). All should be balanced within 2.5% deviation.
15. Verify EPO lamps are illuminated.
16. Check that the local and remote EPO's are functioning properly (if permitted).
17. Verify that the monitor is recording within +/- 2% of those values measured.
18. Activate the transformer over-temp alarm and shutdown circuits to confirm proper operation (if permitted).
19. Verify the operation of any option for alarm or shutdown sequence (if permitted).
20. Verify the operation of any customer alarm circuit(s) and specified messages.
21. Verify specified restart capabilities (manual or auto-restart).
22. Verify the operation of the bypass switch and the bypass transformer over temp alarm (if applicable).

NOTE: Preventive Maintenance usually requires a shut-down to ensure electrical connection integrity.



**Uninterruptible Power Systems
Load Bus Sync
Preferred Service**

**SCOPE OF WORK
SERVICE SUMMARY**

- Guaranteed 1-hour on-site response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Global Services' Service Center. *Kra*
- Includes two Semi-Annual Preventive Maintenance Services scheduled by the customer at the customer's convenience (excluding national holidays).
- Includes 100% parts (excluding batteries) coverage.
- Includes 1-800-LIEBERT Customer Response Center.
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Subject to all Terms & Conditions as noted in the Liebert Maintenance Agreement.
- Performed by Liebert factory trained Customer Engineers.

SCHEDULED MAINTENANCE PERFORMED

Full Preventive Maintenance Service

1. Complete visual inspection of the equipment including internal sub-assemblies, wiring harnesses, contactors, cables, and major components.
2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Clean any foreign material and dust from internal compartments.
4. Perform a status check of all alarm circuits.
5. Calibration of the equipment to meet manufacturer's specifications.
6. Operational checkout of the system to include transfers and proper status indications.
7. Install or perform Engineering Field Change Notices (FCN) as necessary.
8. Return unit to operational service with normal load then measure and verify display indications.

NOTE: Preventive Maintenance usually requires a shut-down to ensure electrical connection integrity.



Liebert
Global Services

**PCD & Uninterruptible Power Systems
Static Transfer Switch
Preferred Service**

**SCOPE OF WORK
SERVICE SUMMARY**

- Guaranteed 24-hour on-site response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Global Services' Service Center. *KAA*
- Includes 100% parts (excluding batteries) coverage.
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Performed by Liebert factory trained Customer Engineers.
- Includes one Semi-Annual and one Annual Preventive Maintenance Services scheduled by the customer at the customer's convenience (excluding national holidays).
- Includes 1-800-LIEBERT Customer Response Center.
- Subject to all Terms & Conditions as noted in the Liebert Maintenance Agreement.

SCHEDULED MAINTENANCE PERFORMED

Full Preventive Maintenance Service

1. Complete visual inspection of the equipment including internal sub-assemblies, wiring harnesses, contactors, cables, and major components.
2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Clean any foreign material and dust from internal compartments.
4. Perform a status check of all alarm circuits.
5. Calibration of the equipment to meet manufacturer's specifications.
6. Operational checkout of the system to include transfers and proper status indications.
7. Install or perform Engineering Field Change Notices (FCN) as necessary.
8. Return unit to operational service with normal load then measure and verify display indications.

NOTE: Preventive Maintenance usually requires a shut-down to ensure electrical connection integrity.



**Site Monitoring Products
SiteScan System
Standard Full Service**

SCOPE OF WORK

SERVICE SUMMARY

- Guaranteed 1-hour telephone response, 7 days/week, 24 hours/day. On-site visits to be scheduled.
- Includes 100% parts coverage of equipment under contract.
- Includes 100% labor coverage, for hardware and software under contract, 7 days/week, 24 hours/day, within the 48 contiguous states. (Labor coverage includes phone time, email support, and on-site visits). Includes 100% travel coverage within 300 miles of a Liebert SiteScan Specialist.
- Performed by Liebert factory trained SiteScan Specialists.
- Includes one Annual Preventive Maintenance Service scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
- All services performed by Liebert factory trained SiteScan Specialists.
- Includes 1-800-LIEBERT Customer Response Center.
- Subject to all Terms & Conditions as noted in the Liebert Maintenance Agreement.

Included Software Coverage

SS2000W or SS2W

1. During scheduled visit or PM, ensure system is operating according to manufacturer specifications.
2. Provide labor to install purchased software upgrades and/or patch software to the basic system.
3. During scheduled visit or PM, relocate/add new equipment to an existing floor plan graphic and configuration files. (Changes requiring new interface hardware or extensive graphical changes will need to be purchased.)
4. Perform backup of system files during PM visit, or when LGS makes changes to the system.

ALERT or ALERT-EL

1. During scheduled visit or PM, ensure system is operating according to manufacturer specifications.
2. Provide labor to install purchased software upgrades and/or patch software to the basic system.
3. During PM, test configured Reporting Actions for proper operation.
4. Perform backup of database files during PM visit, or when LGS makes changes to the system.

Full Preventive Maintenance Service

1. Consultation with facilities personnel on the status of the SiteScan system.
2. Complete visual inspection of all SiteScan hardware modules covered by the contract.
3. Clean and remove dust from assemblies and internal compartments where possible.
4. Test and check contact closures and voltage sense modules for proper alarm enunciation.
5. Verify analog sensors display expected values in appropriate ranges.
6. Check communications from all Liebert devices connected to the SiteScan system.
7. Perform diagnostics tests of the PC system (if under contract) utilizing resident diagnostic programs to include optimizing the hard drive.
8. Check printer for proper operation (if installed and under contract).
9. Perform any Engineering Field Change Notices (FCN) that are required.
10. Return system to operational status, ensuring that all equipment being monitored is on-line and the SiteScan/Alert system is functioning as designed. (Does not include replacing lost software diskettes, or loading/re-loading software on PC equipment not covered by this contract).
11. Leave the work area clean, removing any debris generated while performing needed tasks.



UPS Full Preventive Maintenance Service Semi-Annual Service

1. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components. Check air filters for cleanliness.
3. Check module(s) completely for the following (if applicable):
4. Rectifier and inverter snubber boards for discoloration.
5. Power capacitors for swelling or leaking oil.
6. DC capacitor vent caps that have extruded more than 1/8".
7. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
8. Measure and record harmonic trap filter currents.

Annual Service Includes the Above, Plus

9. Check the inverter and rectifier snubbers for burned or broken wires.
10. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
11. Check fuses on the DC capacitor deck for continuity (if applicable).
12. With customer approval, perform operational test of the system including unit transfer and battery discharge.
13. Calibrate and record all electronics to system specifications.
14. Install or perform Engineering Field Change Notices (FCN) as necessary.
15. Measure and record all low-voltage power supply levels.
16. Measure and record phase-to-phase input voltage and currents.
17. Review system performance with customer to address any questions and to schedule any repairs.

NOTE 1: Preventive Maintenance usually requires a shut-down to ensure electrical connection integrity.

NOTE 2: Technician shall check air filters monthly for cleanliness and replace as necessary.

NOTE 3: Above maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

Battery Inspection Service - Performed During the UPS Semi-Annual and Annual PM Services

Check integrity of battery cabinet (if applicable).

Visual inspection of the battery cabinet and/or room to include: Check for NO-OX grease or oil on all connections (if applicable). Check battery jars for proper liquid level (if flooded cells). Check for corrosion on all the terminals and cables. Examine the physical cleanliness of the battery room and jars.

Measure and record DC bus ripple voltage (if applicable).

Measure and record total battery float voltage.

NOTE: The Battery Inspection Service listed above is only a visual inspection and does not replace a full service preventive maintenance program for the battery system.

II. LIEBERT AIR CONDITIONING UNITS (AC) MAINTENANCE

The full service contract on the air conditioning units includes full parts and labor for any emergency service required 24 hours a day 7 days a week. Preventative maintenance check-ups are required at least once every month.

Service Requirements:

- Guarantee 1-hour on-site response, 7 days/week, 24 hours/day. **Indicate in your bid**



response how you will provide this response level and adhere to this requirement.

- Factory trained service technicians shall be stationed within 15 minutes of the site. Two back up service technicians shall be available within 1 hour of site. **Please describe for us how you will fulfill this requirement.**
- Spare parts must be available within 15 minutes of the site.
- Provide 100% labor and travel coverage 7 days/week, 24 hours/day.

Scheduled Maintenance

- Provide (4) Four Annual Preventive Maintenance Service check ups scheduled by the State of Michigan at the users convenience (excluding State holidays).
- Provide 1-800 Response Center staffed 24 hrs/day 7 days per week for single point of contact for service dispatch requirements.
- Service must be Performed by factory trained and certified Service Engineers. **Please describe how your company will fulfill this requirement.**

Maintenance Shall Include:

Filters

- Check for restricted airflow, replace filters if necessary and at least semi annually
- Examine filter switch & clean.
- Wipe entire section clean.

Blower Section

- Verify that impellers are free of debris and move freely.
- Check belts and re-tension if necessary.
- Verify that the bearings are in good condition and replace as necessary.
- Check the fan safety switch for proper operation.
- Check the pulleys and motor mounts for tightness and proper alignment.

Air Cooled Condenser (If applicable)

- Verify condenser coil cleanliness. Clean if necessary.
- Examine motor mounts for tightness. Tighten if necessary.
- Verify that the bearings are in good working order.
- Confirm that the refrigerant lines are properly supported & check for vibration.

Water/Glycol Condenser (if applicable)

- Check cleanliness of copper tubing/piping.
- Confirm that the water regulating valves are functioning properly.
- Check the glycol solution level and %.
- Check the glycol pump seals/motor

Refrigeration System

- Using the sight glass, check lines for moisture and refrigerant charge.
- Monitor suction pressure.
- Monitor head pressure.
- Monitor discharge pressure.



- Check the hot gas line.

Electric Panel

- Check fuses
- Check electrical connections
- Check operation sequence
- Check contactors for pitting
- Replace any of the above showing signs of weakness.

Infrared Humidifier & Canister Humidifier

- Check the pan drain for any type of blockage.
- Examine the humidifier lamps for proper operation and replace if necessary.
- Check the pan for any type of mineral deposits and clean as necessary.
- Check the condition of all steam hoses.
- Check the canister for any deposits and replace as necessary.

Microprocessor Control Boards

- Check all ribbon connections
- Calibrate sensors each visit if necessary
- Stock one of each type board on site
- Upgrade Software at no charge as upgrades become available from the factory.

III. BATTERY CABINET SYSTEMS SERVING EACH THREE PHASE UPS SYSTEM- SEALED (DRY) VRLA CELLS**Service Requirements:**

- Guarantee 1-hour on-site response, 7 days/week, 24 hours/day. **Indicate in your bid response how you will provide this response level and adhere to this requirement.**
- Factory trained service technician shall be stationed within 15 minutes of the site. Two back up service technicians shall be available within 1 hour of site. **Please describe for us how you will fulfill this requirement.**
- Spare parts must be available within 15 minutes of the site.
- Provide 100% parts coverage including replacement battery jars as they expire. If the entire battery string(s) are old/defective replace all batteries parts & labor included.
- Provide 100% labor and travel coverage 7 days/week, 24 hours/day.
- Provide (4) quarterly Preventive Maintenance Service check-ups scheduled by the State of Michigan at the users convenience (excluding national holidays).
- Provide 1-800 Phone number Response Center staffed 24 hrs/day 7 days per week for single point of contact for service requirements.
- Service must be Performed by factory trained and certified Service Engineers. **Please describe how your company will fulfill this requirement.**
- Include battery recycling as required, with documentation meeting EPA requirements.

Required Scheduled Maintenance (Quarterly)

1. Inspect the appearance and cleanliness of the battery and the battery cabinet. Clean normal cell top dirt accumulation (to be done only with battery off line).



2. Measure and record the total battery float voltage and charging current.
3. Visually inspect the jars and covers for cracks and leakage.
4. Visually inspect for evidence of corrosion.
5. Measure and record the ambient temperature.
6. Verify the condition of the ventilation equipment, if applicable.
7. Verify the integrity of the battery rack/cabinet.
8. Randomly measure and record 10% cell temperatures.
9. Measure and record the float voltage of all cells.
10. Measure and record all internal impedance readings.
11. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

Annual Service Includes the Above, Plus

12. Re-tighten all battery connections to the battery manufacturer's specifications.
13. Measure and record all battery connection resistances in micro-ohms, when applicable.

Corrective Maintenance Performed as Required

- Refurbish cell connections and replace batteries as deemed necessary by the detailed inspection report.
- All complete battery systems shall be replaced automatically at no additional cost if the batteries are found unreliable/defective.

IV. UPS LOAD BUS SYNCH (LBS) CONTROL SYSTEM

Service Requirements:

- Guarantee 1-hour on-site response, 7 days/week, 24 hours/day. **Indicate in your bid response how you will provide this response level and adhere to this requirement.**
- Factory trained service technician shall be stationed within 15 minutes of the site. Two back up service technicians shall be available within 1 hour of site. **Please describe for us how you will fulfill this requirement.**
- Spare parts must be available within 15 minutes of the site.
- Provide 100% parts coverage.
- Provide 100% labor and travel coverage 7 days/week, 24 hours/day.
- Provide one Annual and one Semi Annual Preventive Maintenance Service check-up scheduled by the State of Michigan at the users convenience (excluding State of Michigan holidays).
- Provide 1-800 Phone number Response Center staffed 24 hrs/day 7 days per week for single point of contact for service requirements.
- Service must be Performed by factory trained and certified Service Engineers. . **Please describe how your company will fulfill this requirement.**

Scheduled Maintenance - Full Preventive Maintenance Service

1. Complete visual inspection of the equipment including internal sub-assemblies, wiring harnesses, contactors, cables, and major components.



2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Clean any foreign material and dust from internal compartments.
4. Perform a status check of all alarm circuits.
5. Calibration of the equipment to meet manufacturer's specifications.
6. Operational checkout of the system to include transfers and proper status indications.
7. Install or perform Engineering Field Change Notices (FCN) as necessary.
8. Return unit to operational service with normal load then measure and verify display indications.

NOTE: Preventive Maintenance usually requires a shut-down to ensure electrical connection integrity.

V. MAINTENANCE BYPASS CABINETS (MBC)

Service Requirements:

- Guarantee 1-hour on-site response, 7 days/week, 24 hours/day. **Indicate in your bid response how you will provide this response level and adhere to this requirement.**
- Factory trained service technician shall be stationed within 15 minutes of the site. Two back up service technicians shall be available within 1 hour of site. **Please describe for us how you will fulfill this requirement.**
- Spare parts must be available within 15 minutes of the site.
- Provide 100% parts (including branch circuit breakers) coverage.
- Provide 100% labor and travel coverage. 7 days/week, 24 hours/day.
- Provide two Annual Preventive Maintenance Service check ups scheduled by the State of Michigan at the users convenience (excluding national holidays).
- Provide 1-800 Response Center staffed 24 hrs/day 7 days per week for single point of contact for service requirements.
- Service must be performed by factory trained and factory certified Service Engineers. **Please describe how your company will fulfill this requirement.**

Scheduled Maintenance - Full Preventive Maintenance Service

1. Complete visual inspection of the equipment including internal sub-assemblies, wiring harnesses, contactors, cables, and major components.
2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Clean any foreign material and dust from internal compartments.
4. Perform a status check of all alarm circuits.
5. Perform a thermal scan of the terminal connections.
6. Operational checkout of the system to include transfers and proper status indications.
7. Install or perform Engineering Field Change Notices (FCN) as necessary.
8. Return unit to operational service with normal load then measure and verify display indications.

NOTE: Preventive Maintenance usually requires a shut-down to ensure electrical



connection integrity.

VI. POWER DISTRIBUTION UNITS (PDU'S), LDS PANEL (LIQUID DETECTION SYSTEM) AND THE TVSS PANELS (TRANSIENT VOLTAGE SURGE SUPPRESSION PANELS)

Service requirements:

- Guarantee 1-hour on-site response, 7 days/week, 24 hours/day. **Indicate in your bid response how you will provide this response level and adhere to this requirement.**
- Factory trained service technician shall be stationed within 15 minutes of the site. Two back up service technicians shall be available within 1 hour of site. **Please describe for us how you will fulfill this requirement.**
- Spare parts must be available within 15 minutes of the site.
- Provide 100% parts (including branch circuit breakers) coverage.
- Provide 100% labor and travel coverage. 7 days/week, 24 hours/day.
- Provide one Annual Preventive Maintenance Service check up scheduled by the State of Michigan at the users convenience (excluding national holidays).
- Provide 1-800 Response Center staffed 24 hrs/day 7 days per week for single point of contact for service requirements.
- Service must be Performed by factory trained and certified Service Engineers. **Please describe how your company will fulfill this requirement.**
- Where applicable, these requirements also apply to the LDS and TVSS systems.

Scheduled Maintenance - Full Preventive Maintenance Service Required

1. Perform a complete visual inspection of the internal sub-assemblies, wiring harnesses, contactors, cables, major components, and check for proper clearance around the unit.
2. Inspect all transformer, terminal block, and ground/neutral bus bar connections for tightness.
3. Inspect input and output breaker(s) for tightness.
4. Inspect high and low voltage junction box terminals for tightness.
5. Inspect all option wiring for tightness. (Spike suppressor, ground fault, phase rotation/loss).
6. Inspect all capacitor bank connections for tightness.
7. Verify that all cooling fans are functional and air ducts are open.
8. Verify continuity of all fuses and that they are correctly rated.
9. Measure input and output phase to phase voltage.
10. Measure the output, neutral, and ground current.
11. Verify KVA load and capacity per phase.
12. Verify grounding electrode conductor and any isolated grounds.
13. Measure filter capacitor currents at no load for all three phases (if applicable).
14. Measure primary, secondary, 2nd harmonic, and 3rd harmonic (if applicable). All should be balanced within 2.5% deviation.
15. Verify EPO lamps are illuminated.



16. Check that the local and remote EPO's are functioning properly (if permitted).
17. Verify that the monitor is recording within +/- 2% of those values measured.
18. Activate the transformer over-temp alarm and shutdown circuits to confirm proper operation (if permitted).
19. Verify the operation of any option for alarm or shutdown sequence (if permitted).
20. Verify the operation of any customer alarm circuit(s) and specified messages.
21. Verify specified restart capabilities (manual or auto-restart).
22. Verify the operation of the bypass switch and the bypass transformer over temp alarm (if applicable).

NOTE: Preventive Maintenance usually requires a shut-down to ensure electrical connection integrity.

VII. STATIC TRANSFER SWITCH (STS)

Service Requirements:

- Guaranteed 4-hour on-site response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Global Services' Service Center. **Indicate in your bid response how you will provide this response level and adhere to this requirement.**
- Includes 100% parts (excluding batteries) coverage.
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Performed by Liebert factory trained Customer Engineers. **Please describe how your company will fulfill this requirement.**
- Includes one Semi-Annual and one Annual Preventive Maintenance Services scheduled by the customer at the customer's convenience (excluding national holidays).
- Includes 1-800-LIEBERT Customer Response Center.

Scheduled Maintenance Required - Full Preventive Maintenance Service

1. Complete visual inspection of the equipment including internal sub-assemblies, wiring harnesses, contactors, printed circuit boards, cables, and major components.
2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Clean any foreign material and dust from internal compartments.
4. Perform a status check of all alarm circuits.
5. Calibration of the equipment to meet manufacturer's specifications.
6. Operational checkout of the system to include transfers and proper status indications.
7. Install or perform Engineering Field Change Notices (FCN) as necessary.
8. Return unit to operational service with normal load then measure and verify display indications.
9. Verify Preferred and secondary source settings are in proper sequence
10. Check upstream Load Bus Synch Controls for proper settings and sequencing



NOTE: Preventive Maintenance usually requires a shut-down to ensure electrical connection integrity.

VIII. SITE SCAN CENTRAL MONITORING SYSTEM

Service Requirements:

- Guarantee 1-hour on-site response, 7 days/week, 24 hours/day. **Indicate in your bid response how you will provide this response level and adhere to this requirement.**
- Factory trained service technician shall be stationed within 15 minutes of the site. Two back up service technicians shall be available within 1 hour of site. **Please describe for us how you will fulfill this requirement.**
- Spare parts must be available within 15 minutes of the site.
- Provide 100% parts (including branch circuit breakers) coverage.
- Provide 100% labor and travel coverage. 7 days/week, 24 hours/day.
- Provide one Annual Preventive Maintenance Service check up scheduled by the State of Michigan at the users convenience (excluding national holidays).
- Provide 1-800 Phone number Response Center staffed 24 hrs/day 7 days per week for single point of contact for service requirements.
- Service must be Performed by factory trained and certified Service Engineers trained by the equipment manufacturer. **Please describe how your company will fulfill this requirement.**

Site Scan - Environmental Monitoring Software Support

- During scheduled visit or PM, ensure system is operating according to manufacturer specifications.
- Provide labor to install software upgrades and/or patch software to the basic system.
- During scheduled visit or PM, relocate/add new equipment to an existing floor plan graphic and configuration files. (Changes requiring new interface hardware or extensive graphical changes will need to be purchased.)
- Perform backup of system files during PM visit, or when LGS makes changes to the system.

ALERT SOFTWARE SYSTEM

- During scheduled visit or PM, ensure system is operating according to manufacturer specifications.
- Provide labor to install purchased software upgrades and/or patch software to the basic system.
- During PM, test configured Reporting Actions for proper operation.
- Perform backup of database files during PM visit, or when LGS makes changes to the system.

Full Preventative Maintenance Service required.

- Consultation with facilities personnel on the status of the SiteScan system.
- Complete visual inspection of all SiteScan hardware modules covered by the contract.
- Clean and remove dust from assemblies and internal compartments where possible.
- Test and check contact closures and voltage sense modules for proper alarm enunciation.
- Verify analog sensors display expected values in appropriate ranges.
- Check communications from all Liebert devices connected to the SiteScan system.
- Perform diagnostics tests of the PC system utilizing resident diagnostic programs to include optimizing the hard drive.
- Check printer for proper operation (if installed and under contract).



- Perform any Engineering Field Change Notices (FCN) that are required.
- Return system to operational status, ensuring that all equipment being monitored is on-line and the SiteScan/Alert system is functioning as designed. (Does not include replacing lost software diskettes, or loading/re-loading software on PC equipment not covered by this contract).



Phase I Room Data Center Operations, Secondary Complex 7064 Crowner Drive Lansing Mi				
Description	Model	Serial	Tag #/ Nameplate Data	Cost/Yr.
AC #1	FH199A-CAM	305320-004	15 Ton AC	2390
AC #1	FE380AUCAM	325560-001	30 Ton AC	3101
AC #2	FH199A-CAM	305320-002	15 Ton AC	2390
AC #3	FH199A-CAM	305320-001	15 Ton AC	2390
AC #4	FH199A-CAM	305320-003	15 Ton AC	2390
UPS #1	UDC63125C25RT04	366858	New 1/99	4267
UPS #2	UDC63125C25RT04	366858	New 1/99	4267
Batt UPS #1	U25BP125HUJ1BNS	366858	New 1/99	3556
Batt UPS #2	U25BP125HUJ1BNS	366858	New 1/99	3556
RCM10U	SS2000/Alert System		Total 2 units	790
DCLAN	SS2000/Alert System		Total 2 units	1160
CCM	Generator Monitoring Pnl's		Total 2 units	840
SiteLink 12	SS2000/Alert System		Total 3 units	1650
SS2000SW	SS2000/Alert System		Total 1 unit	686
TVSS 1, 2	S120Y333		Total 2 units	688
	Site Scan/Alert Software			
			Sub Total	34121

Phase II Room, Data Center Operations, Secondary Complex, 7064 Crowner Dr. Lansing Mi				
Description	Model	Serial	Tag #/ Nameplate Data	Cost/Yr.
AC #8	FH245AUCAM	329767-004	20 Ton AC	2676
AC #9	FH245AUCAM	329767-006	20 Ton AC	2676
AC #10	FH245AUCAM	329767-007	20 Ton AC	2676
AC #11	FH245AUCAM	329767-008	20 Ton AC	2676
AC #12	FH245AUCAM	329767-005	20 Ton AC	2676
UPS #3	AP621-61 150 KVA	1143960	Order #250807	4680
UPS #4	AP621-61 150 KVA	1143959	Order #250807	4680
UPS #5	AP621-61 150 KVA	1143958	Order #250807	4680
UPS #6	UDC63154C36A895	253173	1209593	6263
MBC #6	U36MB1544OCC600	Maint. Byp.	1209592	3844
BATT #3	BPAJ14F2402700	1143960	Order #250807	4630
BATT #4	BPAJ14F2402700	1143959	Order #250807	4630
BATT #5	BPAJ14F2402700	1143958	Order #250807	4630
BATT#6	U36BP150WJBNUUU	253173	1209592	1100
PDU #1	PPC075C		402132-1 Unysis	1100
PDU #2	PPC150C	330173-2		1100
PDU #5	PPC150C	330173-1	1143965	1100
PDU #6	PPC150C	330173-3		1100
PDU#7	PPC150C	1209595	1209595	1348



Phase II Room, Data Center Operations, Secondary Complex, 7064 Crowner Dr. Lansing Mi				
Description	Model	Serial	Tag #/Nameplate Data	Cost/Yr.
PDU#8	PPC150C	1269140	1269140	1348
AC #1	DH245AUCAEI	506735	20 Ton AC Unit	2676
AC #2	DH245AUCAEI	506735	20 Ton AC Unit	2676
*under warranty until 6/1/03			Sub Total	69858

Data Center Operations, Treasury Building Allegan Street, Lansing Mi			
Description	Model	Tag #/Nameplate Data	Cost/Yr.
UPS #1,2	UDA63125A25DT03	Total 2 Units	8442
Batt #1	UBPPF270H25MJ	Total 2 Units	7540
Batt #2	UBPPF270H25MJ	Total 2 Units	7540
UPS #6	24 KVA W/Battery Cabinet	UPS with 100 Min Batt	7567
STS (1)	STA0250P10	Order #327284	4500
STS (2)	STA0250P10	Order #327284	4500
STS (3)	STA0250P10	Order #327284	4500
STS (4)	STA0250P10	Order #327284	4500
STS (5)	STA0250P10	Order #327284	4500
PDU (1)	PPA100C	Order #327284	1245
PDU (2)	PPA100C	Order #327284	1245
PDU (3)	PPA100C	Order #327284	1245
PDU (4)	PPA100C	Order #327284	1245
PDU (5)	PPA100C	Order #327284	1245
AC-1 to 6	FH529C-ASM	Total 6 units	10050
TVSS 1, 2,3,4	ACV480D110/H1120Y333	Total 4 units	1176
RCM10U	SS2000/Alert System	Total 2 units	790
DCLAN	SS2000/Alert System	Total 1 units	580
LDS1000	Water Detection Panel	Total 1 units	488
SiteLink 12	SS2000/Alert System	Total 2 units	1100
Sub Total			73998.00

Telecommunications, Saginaw Hart building			
5 Ton Challenger AC units		Total 2 units	3752
Telecommunications, Mason Switch Room, Allegan Street Lansing Mi			
30 Ton Deluxe (3) AC Units	Series 300 52KW	Total 3 units	6451
UPS # 1	USDAA6365C25RT04	1227453	4942
Batt # 1,2	UBPPF270H25MJ	1227456, 1127463	6950



Telecommunications, North Logan Street facility, Lansing Mi			
8 ton Deluxe/3AC Units		Total 2 units	4,552.00

Telecommunications , Time and material repairs and maintenance equipment								
Equipment	Location	# of PM's per yr.	Monday-Friday Rate 8:00 am-6:00 pm	Monday-Friday Rate 6:00 pm-8:00 am	Saturday All Day Hourly Rate	Sunday and Holiday all day Hourly Rate	Travel Rate Per Hour	Materials Mark up Cost + %%
(2) 3 ton Deluxe /3 AC Units	Grand Rapids Mi	0	\$ 75.00	\$ 113.00	\$ 113.00	\$ 150.00	\$ 75.00	15%
(2) 8 Ton Deluxe / 3 AC Units	Detroit Plaza	0						
(5)AC Unit	Cadillac Place Detroit	0						
(1) 10 ton deluxe 3/AC Unit Series 300 20KW	Grand Tower, Lansing Mi	0						
(2) AC Units Series 300 20KW	General Office Building, Lansing Mi	0						
(1) 5 Ton TraneAC Unit	Romney Building	0						
(2) 3 ton DataMate AC Units	Mason Building Battery Room, Lansing Mi	0						

C. PROPOSAL PRICING

See attached Pricing Sheet.

**SECTION II - GENERAL CONTRACT PROVISIONS****II-A GENERAL**

The purpose of this contract is to establish an agreement to provide the repair, maintenance and support of specialized Computer Room and Telecommunication Switch Room air conditioning, uninterruptible power supply units, battery cabinets, static transfer switches, environmental monitoring software and hardware and other related equipment for the Department of Information Technology. 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. Bids are due and will be publicly identified at the time noted on the Invitation To Bid (ITB) 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 Department of Information Technology hereinafter known as *DIT*. Where actions are a combination of those of Acquisition Services and DIT, 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)
HunterL@Michigan.gov

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:

Carol Steele-Sherman
Michigan Department of Information Technology
Infrastructure Services
Data Center Operations
P.O. Box 30743
Lansing, MI 48909
517.241.4449
ShermanC@Michigan.gov

**II-D CONTRACT TERM**

The term of this Contract will be for a three year period and will commence with the issuance of a Contract. This will be approximately [September 1, 2003 through September 1, 2007](#). 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. 071B3001409.
- 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 the ITB and Contract or project to which it relates 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 the ITB and 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 the DIT 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.

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 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 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-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 is 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 coverages 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

II-AA INDEMNIFICATION

A. General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or



indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;

5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

B. Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements 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 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 or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the 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 Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such 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.

C. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall 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 benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, 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 subclause.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

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/).

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-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.

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.