

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

April 17, 2008

**CHANGE NOTICE NO. 3**  
**TO**  
**CONTRACT NO. 071B8200049**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE (517) 272-1234 <b>Pete Long</b>
<b>Schindler Elevator Corporation</b> <b>3135 Pine Tree Road</b> <b>Lansing, MI 48911</b>  Brett.Cone@us.schindler.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-1145 <b>Lymon C. Hunter, CPPB</b>
Contract Compliance Inspector: See Location Specification Sheets <b>Elevator Maintenance Services – MRO - Statewide</b>		
CONTRACT PERIOD: From: <b>December 1, 2007</b> To: <b>December 1, 2010</b>		
TERMS	<b>N/A</b>	SHIPMENT <b>Per the attached Terms and Conditions</b>
F.O.B.	<b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

**NATURE OF CHANGE(S):**

Effective April 1, 2008, the Parking Ramp elevator at the Flint State Office Building is hereby added to this Contract. Please refer to the attached location specification sheet (LSS) for pricing and service requirements.

Additionally, this Contract is hereby INCREASED by \$18,900.00. All other terms, conditions, specifications, and pricing remain unchanged.

**AUTHORITY/REASON:**

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

**REVISED CURRENT AUTHORIZED SPEND LIMIT: \$1,354,950.24**



MAINTENANCE, REPAIR & OPERATIONS (MRO)

Elevator Maintenance
BPO#: 071B8200049

LOCATION SPECIFICATION SHEET (LSS)
Flint S.O.B. Parking Ramp Addition

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

SECTION I - PLACE OF SERVICES REQUESTED

LOCATION:

Table with 4 columns and multiple rows, categorized into CONTRACT INFORMATION, PROCUREMENT CONTACT INFORMATION, and LOCATION INFORMATION. Includes fields for dates, BPO numbers, agency names, building addresses, and contact details.



SECTION II – PRICING SHEET SUMMARY

**ELEVATOR MAINTENANCE SERVICES**

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER MONTH (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
✓	Hydraulic Elevators – Parking Ramp Effective 3/1/08	3	36	\$ 525.00	\$ 6,300.00
✓	Labor		As Needed	\$	\$
✓	Parts		As Needed	\$	\$
✓	Wiring Diagrams, Parts List & Parts Catalogs		As Needed	\$	\$
<input type="checkbox"/>	Tools			\$	\$
✓	Lubricants		As Needed	\$	\$
✓	Equipment Adjusting		As Needed	\$	\$
✓	Cleaning / Painting		As Needed	\$	\$
✓	Barriers / Barricades		As Needed	\$	\$
✓	Tests		As Needed	\$	\$
✓	Emergency Service		As Needed	\$	\$
✓	Records		As needed	\$	\$
<input type="checkbox"/>	Examination of Premises			\$	\$
✓	Elevators Removed from Service		As Needed	\$	\$
✓	Inspection		Monthly	\$	\$
✓	State Ordered Repairs		As Needed	\$	\$
<input type="checkbox"/>	Cost of Insurance (refer to Terms and Conditions)			\$	\$
<input type="checkbox"/>	Cost of Fringe Benefits (if not included as part of labor rate)			\$	\$
<input type="checkbox"/>	Other Costs – (Provide detailed list or add rows to this table as needed)			\$	\$
<b>SUBTOTAL</b>					\$ 6,300.00
<b>3 YEAR TOTAL</b>					\$ 18,900.00

**LISTING OF MAKE AND SERIAL NUMBER OF EQUIPMENT TO BE SERVICED**

Otis Elevator	Passenger	275017	\$ 175.00	\$ 2,100.00
Otis Elevator	Passenger	275018	\$ 175.00	\$ 2,100.00
Otis Elevator	Passenger	275019	\$ 175.00	\$ 2,100.00
<b>TOTAL ANNUAL PRICE (SUM OF ABOVE ITEMS)</b>				<b>\$ 6,300.00</b>

**See Attached Sheets for General Specifications**



**FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:**

**UNIT PRICE BREAKDOWN:**

Parts	\$ <u>132.00</u>
Labor	\$ <u>693.00</u>
Straight time per hour	\$ <u>38.81</u>
Fringe benefits per hour	\$ <u>19.49</u>

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

**EMERGENCY SERVICE RATES PER HOUR**

A. **Monday through Friday** after 5:00 p.m. and before 8:00 a.m. rate (overtime portion) \$ 87.50

(full rate \$ 125.00 + \$ 87.50) = \$ 212.50

B. **Weekend rate** (5:00 p.m. Friday through 8:00 a.m. Monday), (overtime portion) Friday/Saturday \$ 87.50

(full rate \$ 125.00 + \$ 87.50) = \$ 212.50

(overtime portion) Sunday \$ 107.50

(full rate \$ 125.00 + \$ 107.50) = \$ 232.50

C. **Holiday rate** (12:00 a.m. through 11:59 p.m. on holiday dates), (overtime portion) \$ 107.50

(full rate \$ 125.00 + \$ 107.50) = \$ 232.50

Note any other special hourly rate information.

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

January 1<sup>st</sup> - New Years Day, Memorial Day, Independence Day - July 4<sup>th</sup>  
Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day



**EQUIPMENT**

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

EQUIPMENT			
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**LISTING OF MAKE AND SERIAL NUMBER OF EQUIPMENT TO BE SERVICED**

ITEM	MANUFACTURER	TYPE OF SERVICE	SERIAL #.
4	Otis Elevator	Passenger	275017
5	Otis Elevator	Passenger	275018
6	Otis Elevator	Passenger	275019

**SPECIFICATIONS INTRODUCTION**

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

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

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

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

**TRACTION ELEVATORS**

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

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

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

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

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

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



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

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

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

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

## **HYDRAULIC ELEVATOR / LIFTS**

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

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

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

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

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

## **ESCALATOR**

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

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

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

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

February 21, 2008

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B8200049**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE (517) 272-1234
<b>Schindler Elevator Corporation</b> <b>3135 Pine Tree Road</b> <b>Lansing, MI 48911</b>  Brett.Cone@us.schindler.com		<b>Pete Long</b>
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-1145 <b>Lymon C. Hunter, CPPB</b>
Contract Compliance Inspector: See Location Specification Sheets <b>Elevator Maintenance Services – MRO - Statewide</b>		
CONTRACT PERIOD: From: <b>December 1, 2007</b> To: <b>December 1, 2010</b>		
TERMS	<b>N/A</b>	SHIPMENT <b>Per the attached Terms and Conditions</b>
F.O.B.	<b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

**NATURE OF CHANGE(S):**

Effective March 1, 2008, the Flint, Saginaw and Jackson State Office Buildings are hereby added to this Contract per the attached Location Specification Sheets. All other terms, conditions, specifications, and pricing remain unchanged.

**INCREASE: \$89,100.00**

**AUTHORITY/REASON:**

Per agency/vendor agreement and DMB/Purchasing Operations.

**REVISED CURRENT AUTHORIZED SPEND LIMIT: \$1,336,050.24**



**MAINTENANCE, REPAIR & OPERATIONS (MRO)**

**Elevator Maintenance  
CONTRACT#: 071B8200049**

**LOCATION SPECIFICATION SHEET (LSS)**

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

**SECTION I – PLACE OF SERVICES REQUESTED**

**LOCATION:**

<b>CONTRACT INFORMATION</b>			
<b>ESTIMATED CONTRACT START DATE:</b>	3/1/08	<b>CONTRACT END DATE:</b>	12/1/010
<b>PREVIOUS BPO #:</b>	071B3001169		
<b>CONTRACT INFORMATION:</b>			
<b>CONTRACTING AGENCY NAME:</b>	DMB – Facilities Administration		
<b>BUILDING NAME AND NUMBER:</b>	Flint State Office Building		
<b>BUILDING ADDRESS:</b>	125 E. Union, Flint, MI 48502		
<b>REGION / COUNTY:</b>	Bay / Genesee County		
<b>PROCUREMENT CONTACT INFORMATION</b>			
<b>PROCUREMENT OFFICE NAME:</b>	DMB-Financial Services, Procurement & Contract Management		
<b>PROCUREMENT OFFICE CONTACT NAME:</b>	Denice Ballard	<b>CONTACT PHONE #:</b>	517-373-7567
<b>PROCUREMENT OFFICE CONTACT E-MAIL:</b>	ballardd@michigan.gov	<b>CONTACT FAX #:</b>	517-241-4856
<b>CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:</b>	Martin Stone	<b>CONTACT PHONE #:</b>	810-760-2051
<b>CCI / FM CONTACT E-MAIL:</b>	stonem@michigan.gov	<b>CONTACT FAX #:</b>	810-760-2481
<b>LOCATION INFORMATION</b>			
<b>OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:</b>	Monday – Friday	<b>OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:</b>	7:00 – 5:00
<b>ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)</b>	N/A	<b>(FILL IN IF NEEDED)</b>	
<b>IDENTIFY DAYS OF SERVICE:</b>	Monday – Friday	<b>IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]</b>	7:00 – 5:00



SECTION II – PRICING SHEET SUMMARY

**ELEVATOR MAINTENANCE SERVICES**

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete) Monthly	ANNUAL PRICE (Vendor Complete)
✓	Traction Elevators	3	36	\$ 825.00	\$ 9,900.00
✓	Labor		As Needed	\$ *	\$ *
✓	Parts		As Needed	\$ *	\$ *
✓	Wiring Diagrams, Parts List & Parts Catalogs		As Needed	\$ *	\$ *
<input type="checkbox"/>	Tools			\$	\$
✓	Lubricants		As Needed	\$ *	\$ *
✓	Equipment Adjusting		As Needed	\$ *	\$ *
✓	Cleaning / Painting		As Needed	\$ *	\$ *
✓	Barriers / Barricades		As Needed	\$ *	\$ *
✓	Tests		As Needed	\$ *	\$ *
✓	Emergency Service		As Needed	\$ *	\$ *
✓	Records		As needed	\$ *	\$ *
<input type="checkbox"/>	Examination of Premises			\$	\$
✓	Elevators Removed from Service		As Needed	\$ *	\$ *
✓	Inspection		Monthly	\$ *	\$ *
✓	State Ordered Repairs		As Needed	\$ *	\$ *
<input type="checkbox"/>	Cost of Insurance (refer to Terms and Conditions)			\$	\$
<input type="checkbox"/>	Cost of Fringe Benefits (if not included as part of labor rate)			\$	\$
<input type="checkbox"/>	Other Costs – (Provide detailed list or add rows to this table as needed)			\$	\$
<b>SUBTOTAL</b>					\$ 9,900.00
<b>3 YEAR TOTAL</b>					\$ 29,700.00

\*Included in price per occasion (monthly price). Annual price is monthly price x 12 months.

**LISTING OF MAKE AND SERIAL NUMBER OF EQUIPMENT TO BE SERVICED**

Elevator Manufacturer	Type of Equipment	Serial #	Monthly Unit Price	Extended Annual Price
Detroit Elevator	Passenger	20369	\$ 275.00	\$ 3,300.00
Detroit Elevator	Passenger	20370	\$ 275.00	\$ 3,300.00
Detroit Elevator	Passenger/Freight	20371	\$ 275.00	\$ 3,300.00
<b>TOTAL ANNUAL PRICE (SUM OF ABOVE ITEMS)</b>				<b>\$ 9,900.00</b>

**See Attached Sheets for General Specifications**



**FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:**

UNIT PRICE BREAKDOWN:

Parts	\$ _132.00
Labor	\$ _693.00
Straight time per hour	\$ _38.81
Fringe benefits per hour	\$ _19.49

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

**EMERGENCY SERVICE RATES PER HOUR**

A. **Monday through Friday** after 5:00 p.m. and before 8:00 a.m. rate (overtime portion) \$ \_87.50

(full rate \$ \_125.00 + \$ \_87.50) = \$ \_212.50

B. **Weekend rate** (5:00 p.m. Friday through 8:00 a.m. Monday), (overtime portion) Friday/Saturday \$ \_87.50

(full rate \$ \_125.00 + \$ \_87.50) = \$ \_212.50

(overtime portion) Sunday \$ \_107.50

(full rate \$ \_125.00 + \$ \_107.50) = \$ \_232.50

C. **Holiday rate** (12:00 a.m. through 11:59 p.m. on holiday dates), (overtime portion) \$ \_107.50

(full rate \$ \_125.00 + \$ \_107.50) = \$ \_232.50

Note any other special hourly rate information.

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

**January 1<sup>st</sup> - New Years Day, Memorial Day, Independence Day - July 4<sup>th</sup>  
Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day  
\*Veteran's Day**



**EQUIPMENT**

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

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**LISTING OF MAKE AND SERIAL NUMBER OF EQUIPMENT TO BE SERVICED**

ITEM	MANUFACTURER	TYPE OF SERVICE	SERIAL #.
1	Detroit Elevator	Passenger	20369
2	Detroit Elevator	Passenger	20370
3	Detroit Elevator	Passenger/Freight	20371

**SPECIFICATIONS INTRODUCTION**

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

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

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

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

**TRACTION ELEVATORS**

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

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

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

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

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



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

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

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

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

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

## **HYDRAULIC ELEVATOR / LIFTS**

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

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

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

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

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

## **ESCALATOR**

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

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

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



**MAINTENANCE, REPAIR & OPERATIONS (MRO)**

**Elevator Maintenance  
CONTRACT#: 071B8200049**

**LOCATION SPECIFICATION SHEET (LSS)**

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

**SECTION I – PLACE OF SERVICES REQUESTED**

**LOCATION:**

<b>CONTRACT INFORMATION</b>			
<b>ESTIMATED CONTRACT START DATE:</b>	3/1/08	<b>CONTRACT END DATE:</b>	12/1/010
<b>PREVIOUS BPO #:</b>	071B3001120		
<b>CONTRACT INFORMATION:</b>			
<b>CONTRACTING AGENCY NAME:</b>	DMB – Office of Facilities Administration		
<b>BUILDING NAME AND NUMBER:</b>	Jackson State Office Building		
<b>BUILDING ADDRESS:</b>	301 E. Louis B. Glick Hwy, Jackson, MI 49201		
<b>REGION / COUNTY:</b>	University / Jackson County		
<b>PROCUREMENT CONTACT INFORMATION</b>			
<b>PROCUREMENT OFFICE NAME:</b>	DMB-Financial Services, Procurement & Contract Management		
<b>PROCUREMENT OFFICE CONTACT NAME:</b>	Denice Ballard	<b>CONTACT PHONE #:</b>	517-373-7567
<b>PROCUREMENT OFFICE CONTACT E-MAIL:</b>	ballardd@michigan.gov	<b>CONTACT FAX #:</b>	517-241-4856
<b>CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:</b>	Pat Geller	<b>CONTACT PHONE #:</b>	517-780-7466
<b>CCI / FM CONTACT E-MAIL:</b>	gellerp@michigan.gov	<b>CONTACT FAX #:</b>	517-780-7471
<b>LOCATION INFORMATION</b>			
<b>OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:</b>	Monday – Friday	<b>OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:</b>	7:00 – 5:00
<b>ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)</b>	N/A	<b>(FILL IN IF NEEDED)</b>	
<b>IDENTIFY DAYS OF SERVICE:</b>	Monday Friday	<b>IDENTIFY HOURS OF SERVICE:</b> [EXAMPLE: 5:30 A.M. To 5:30 P.M.]	7:00 – 5:00



**SECTION II – PRICING SHEET SUMMARY**

**ELEVATOR MAINTENANCE SERVICES**

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete) Monthly	ANNUAL PRICE (Vendor Complete)
✓	Traction Elevators	3	36	\$ 825.00	\$ 9,900.00
✓	Labor		As Needed	\$ *	\$ *
✓	Parts		As Needed	\$ *	\$ *
✓	Wiring Diagrams, Parts List & Parts Catalogs		As Needed	\$ *	\$ *
<input type="checkbox"/>	Tools			\$	\$
✓	Lubricants		As Needed	\$ *	\$ *
✓	Equipment Adjusting		As Needed	\$ *	\$ *
✓	Cleaning / Painting		As Needed	\$ *	\$ *
✓	Barriers / Barricades		As Needed	\$ *	\$ *
✓	Tests		As Needed	\$ *	\$ *
✓	Emergency Service		As Needed	\$ *	\$ *
✓	Records		As needed	\$ *	\$ *
<input type="checkbox"/>	Examination of Premises			\$	\$ *
✓	Elevators Removed from Service		As Needed	\$ *	\$ *
✓	Inspection		Monthly	\$ *	\$ *
✓	State Ordered Repairs		As Needed	\$ *	\$ *
<input type="checkbox"/>	Cost of Insurance (refer to Terms and Conditions)			\$	\$
<input type="checkbox"/>	Cost of Fringe Benefits (if not included as part of labor rate)			\$	\$
<input type="checkbox"/>	Other Costs – (Provide detailed list or add rows to this table as needed)			\$	\$
<b>SUBTOTAL</b>					\$ 9,900.00
<b>3 YEAR TOTAL</b>					\$ 29,700.00

\*Included in price per occasion (monthly price). Annual price is monthly price x 12 months.

**LISTING OF MAKE AND SERIAL NUMBER OF EQUIPMENT TO BE SERVICED**

Elevator Manufacturer	Type of Equipment	Serial #	Monthly Unit Price	Extended Annual Price
Westinghouse	Passenger	20129	\$ 275.00	\$ 3,300.00
Westinghouse	Passenger	20130	\$ 275.00	\$ 3,300.00
Westinghouse	Freight	20131	\$ 275.00	\$ 3,300.00
<b>TOTAL ANNUAL PRICE (SUM OF ABOVE ITEMS)</b>				<b>\$ 9,900.00</b>



**See Attached Sheets for General Specifications**

**FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:**

**UNIT PRICE BREAKDOWN:**

Parts	\$ _____
Labor	\$ _____
Straight time per hour	\$ <u>38.81</u>
Fringe benefits per hour	\$ <u>19.49</u>

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

**EMERGENCY SERVICE RATES PER HOUR**

A. **Monday through Friday** after 5:00 p.m. and before 8:00 a.m. rate (overtime portion) \$ 87.50

(full rate \$ 125.00 + \$ 87.50) = \$ 212.50

B. **Weekend rate** (5:00 p.m. Friday through 8:00 a.m. Monday), (overtime portion) Friday/Saturday \$ 87.50

(full rate \$ 125.00 + \$ 87.50) = \$ 212.50

(overtime portion) Sunday \$ 107.50

(full rate \$ 125.00 + \$ 107.50) = \$ 232.50

C. **Holiday rate** (12:00 a.m. through 11:59 p.m. on holiday dates), (overtime portion) \$ 107.50

(full rate \$ 125.00 + \$ 107.50) = \$ 232.50

Note any other special hourly rate information; NONE

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

**January 1<sup>st</sup> - New Years Day, Memorial Day, Independence Day - July 4<sup>th</sup>  
Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day  
Veteran's Day**



**EQUIPMENT**

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

1.			
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**LISTING OF MAKE AND SERIAL NUMBER OF EQUIPMENT TO BE SERVICED**

ITEM	MANUFACTURER	TYPE OF SERVICE	SERIAL #.
1	Westinghouse	Passenger	20129
2	Westinghouse	Passenger	20130
3	Westinghouse	Freight	20131

**SPECIFICATIONS INTRODUCTION**

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

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

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

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

**TRACTION ELEVATORS**

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

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

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

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

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



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

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

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

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

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

## **HYDRAULIC ELEVATOR / LIFTS**

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

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

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

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

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

## **ESCALATOR**

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

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

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

**MAINTENANCE, REPAIR & OPERATIONS (MRO)****Elevator Maintenance  
CONTRACT#: 071B8200049****LOCATION SPECIFICATION SHEET (LSS)**

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

**SECTION I – PLACE OF SERVICES REQUESTED****LOCATION:**

<b>CONTRACT INFORMATION</b>			
<b>ESTIMATED CONTRACT START DATE:</b>	3/1/08	<b>CONTRACT END DATE:</b>	12/1/010
<b>PREVIOUS BPO #:</b>	071B3001168		
<b>CONTRACT INFORMATION:</b>			
<b>CONTRACTING AGENCY NAME:</b>	DMB – Office of Facilities Administration		
<b>BUILDING NAME AND NUMBER:</b>	Jerome T. Hart (Saginaw) State Office Building		
<b>BUILDING ADDRESS:</b>	411 E. Genesee, Saginaw, MI 48607		
<b>REGION / COUNTY:</b>	Bay / Saginaw County		
<b>PROCUREMENT CONTACT INFORMATION</b>			
<b>PROCUREMENT OFFICE NAME:</b>	DMB-Financial Services, Procurement & Contract Management		
<b>PROCUREMENT OFFICE CONTACT NAME:</b>	Denice Ballard	<b>CONTACT PHONE #:</b>	517-373-7567
<b>PROCUREMENT OFFICE CONTACT E-MAIL:</b>	ballardd@michigan.gov	<b>CONTACT FAX #:</b>	517-241-4856
<b>CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:</b>	Don Hannah	<b>CONTACT PHONE #:</b>	517-758-1471
<b>CCI / FM CONTACT E-MAIL:</b>	hannahd@michigan.gov	<b>CONTACT FAX #:</b>	517-758-1490
<b>LOCATION INFORMATION</b>			
<b>OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:</b>	Monday – Friday	<b>OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:</b>	7:00 – 5:00
<b>ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)</b>	N/A	<b>(FILL IN IF NEEDED)</b>	
<b>IDENTIFY DAYS OF SERVICE:</b>	Monday – Friday	<b>IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]</b>	7:00 – 5:00



SECTION II – PRICING SHEET SUMMARY

**ELEVATOR MAINTENANCE SERVICES**

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete) Monthly	ANNUAL PRICE (Vendor Complete)
✓	Traction Elevators	3	36	\$ 825.00	\$ 9,900.00
✓	Labor		As Needed	\$ *	\$ *
✓	Parts		As Needed	\$ *	\$ *
✓	Wiring Diagrams, Parts List & Parts Catalogs		As Needed	\$ *	\$ *
<input type="checkbox"/>	Tools			\$	\$
✓	Lubricants		As Needed	\$ *	\$ *
✓	Equipment Adjusting		As Needed	\$ *	\$ *
✓	Cleaning / Painting		As Needed	\$ *	\$ *
✓	Barriers / Barricades		As Needed	\$ *	\$ *
✓	Tests		As Needed	\$ *	\$ *
✓	Emergency Service		As Needed	\$ *	\$ *
✓	Records		As needed	\$ *	\$ *
<input type="checkbox"/>	Examination of Premises			\$	\$
✓	Elevators Removed from Service		As Needed	\$ *	\$ *
✓	Inspection		Monthly	\$ *	\$ *
✓	State Ordered Repairs		As Needed	\$ *	\$ *
<input type="checkbox"/>	Cost of Insurance (refer to Terms and Conditions)			\$	\$
<input type="checkbox"/>	Cost of Fringe Benefits (if not included as part of labor rate)			\$	\$
<input type="checkbox"/>	Other Costs – (Provide detailed list or add rows to this table as needed)			\$	\$
<b>SUBTOTAL</b>					\$ 9,900.00
<b>3 YEAR TOTAL</b>					\$ 29,700.00

**LISTING OF MAKE AND SERIAL NUMBER OF EQUIPMENT TO BE SERVICED**

Elevator Manufacturer	Type of Equipment	Serial #	Monthly Unit Price	Extended Annual Price
Dover	Passenger	20121	\$ 275.00	\$ 3,300.00
Dover	Passenger	20122	\$ 275.00	\$ 3,300.00
Dover	Freight	20123	\$ 275.00	\$ 3,300.00
<b>TOTAL ANNUAL PRICE (SUM OF ABOVE ITEMS)</b>				<b>\$ 9,900.00</b>

\*Included in price per occasion (monthly price). Annual price is monthly price x 12 months.

**See Attached Sheets for General Specifications**



**FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:**

**UNIT PRICE BREAKDOWN:**

Parts	\$ <u>132.00</u>
Labor	\$ <u>693.00</u>
Straight time per hour	\$ <u>38.81</u>
Fringe benefits per hour	\$ <u>19.49</u>

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

**EMERGENCY SERVICE RATES PER HOUR**

A. **Monday through Friday** after 5:00 p.m. and before 8:00 a.m. rate (overtime portion) \$ \_87.50

(full rate \$ \_125.00 + \$ \_87.50) = \$ \_212.50

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

Friday/Saturday \$ \_87.50

(full rate \$ \_125.00 + \$ \_87.50) = \$ \_212.50

(overtime portion) Sunday \$ \_107.50

(full rate \$ \_125.00 + \$ \_107.50) = \$ \_232.50

C. **Holiday rate** (12:00 a.m. through 11:59 p.m. on holiday dates), (overtime portion) \$ \_107.50

(full rate \$ \_125.00 + \$ \_107.50) = \$ \_232.50

Note any other special hourly rate information. None

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

January 1<sup>st</sup> - New Years Day, Memorial Day, Independence Day - July 4<sup>th</sup>  
Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day  
\*Veteran's Day



**EQUIPMENT**

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

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**LISTING OF MAKE AND SERIAL NUMBER OF EQUIPMENT TO BE SERVICED**

ITEM	MANUFACTURER	TYPE OF SERVICE	SERIAL #.
1	Dover	Passenger	20121
2	Dover	Passenger	20122
3	Dover	Freight	20123

**SPECIFICATIONS INTRODUCTION**

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

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

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

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

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



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

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

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

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

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

## **HYDRAULIC ELEVATOR / LIFTS**

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

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## **ESCALATOR**

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

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

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

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

December 3, 2007

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B8200049**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE (517) 272-1234
<b>Schindler Elevator Corporation</b> <b>3135 Pine Tree Road</b> <b>Lansing, MI 48911</b>  Brett.Cone@us.schindler.com		<b>Pete Long</b>
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-1145 <b>Lymon C. Hunter, CPPB</b>
Contract Compliance Inspector: See Location Specification Sheets <b>Elevator Maintenance Services – MRO - Statewide</b>		
CONTRACT PERIOD: From: <b>December 1, 2007</b> To: <b>December 1, 2010</b>		
TERMS	<b>N/A</b>	SHIPMENT <b>Per the attached Terms and Conditions</b>
F.O.B.	<b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

**NATURE OF CHANGE(S):**

Effective immediately, the Contract Compliance Inspector (CCI) for the Walter Reuther Hospital has changed from T. Tanner to Lawrence K. Harrison, per the attached revised Location Specifications Sheets. All other terms, conditions, specifications, and pricing remain unchanged.

**AUTHORITY/REASON:**

Per agency request and DMB/Purchasing Operations.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,246,950.24**



## MAINTENANCE, REPAIR &amp; OPERATIONS (MRO)

Elevator Maintenance  
 CONTRACT#: 071B8200049

## LOCATION SPECIFICATION SHEET (LSS)

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

## SECTION I – PLACE OF SERVICES REQUESTED

## LOCATION:

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	12/01/07	CONTRACT END DATE:	12/01/10
PREVIOUS BPO #:	071B2001306		
CONTRACT INFORMATION:	4 TRACTION ELEVATORS, 30 YEARS OLD		
CONTRACTING AGENCY NAME:	WALTER REUTHER PSYCHIATRIC HOSPITAL		
BUILDING NAME AND NUMBER:	N/A		
BUILDING ADDRESS:	30901 PALMER ROAD		
REGION / COUNTY:	WAYNE COUNTY		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	PURCHASING DEPARTMENT		
PROCUREMENT OFFICE CONTACT NAME:	P. MASON	CONTACT PHONE #:	(734)367-8409
PROCUREMENT OFFICE CONTACT E-MAIL:	<a href="mailto:Masonp1@michigan.gov">Masonp1@michigan.gov</a>	CONTACT FAX #:	(734)722-5878
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	Lawrence K. Harrison	CONTACT PHONE #:	(734)367-8448
CCI / FM CONTACT E-MAIL:	<a href="mailto:harrisonlaw@michigan.gov">harrisonlaw@michigan.gov</a>	CONTACT FAX #:	(734)722-9225
LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	SUN-SAT	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	24 HOUR FACILITY
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	4 TRACTION ELEVATORS	(FILL IN IF NEEDED)	
IDENTIFY DAYS OF SERVICE:	SUN-SAT	IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]	6 AM TO 6 AM



**FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:**

**UNIT PRICE BREAKDOWN:**

Parts	\$ 197.00	- Average monthly cost.
Labor	\$ 1,031.00	- Average monthly cost.
Straight time per hour	\$ 38.81	
Fringe benefits per hour	\$ 19.49	

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

~~The company that built these elevators, PAYNE, is no longer in business. Parts are not easy to come by.~~

**EMERGENCY SERVICE RATES PER HOUR**

A. **Monday through Friday** after 5:00 p.m. and before 8:00 a.m. rate (overtime portion) \$ 87.50  
 (full rate \$ 125.00 + \$ 87.50 ) = \$ 212.50

B. **Weekend rate** (5:00 p.m. Friday through 8:00 a.m. Monday), (overtime portion) Friday/Saturday \$ 87.50  
 (full rate \$ 125.00 + \$ 87.50 ) = \$ 212.50

(overtime portion) Sunday \$ 107.50  
 (full rate \$ 125.00 + \$ 87.50 ) = \$ 232.50

C. **Holiday rate** (12:00 a.m. through 11:59 p.m. on holiday dates), (overtime portion) \$ 107.50  
 (full rate \$ 125.00 + \$ 107.50 ) = \$ 232.50

Note any other special hourly rate information; NONE

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

**January 1<sup>st</sup>, New Years Day, Memorial Day, Independence Day, July 4<sup>th</sup>, Labor Day  
Thanksgiving Day, Day after Thanksgiving, Christmas Day, Veteran's Day**

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

November 21, 2007

**NOTICE  
 TO  
 CONTRACT NO. 071B8200049  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>Schindler Elevator Corporation</b> <b>3135 Pine Tree Road</b> <b>Lansing, MI 48911</b>  <p style="text-align: right;">Brett.Cone@us.schindler.com</p>	TELEPHONE (517) 272-1234 <b>Pete Long</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1145 <b>Lymon C. Hunter, CPPB</b>
Contract Compliance Inspector: See Location Specification Sheets <p style="text-align: center;"><b>Elevator Maintenance Services – MRO - Statewide</b></p>	
CONTRACT PERIOD: From: <b>December 1, 2007</b> To: <b>December 1, 2010</b>	
TERMS  <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;"><b>Per the attached Terms and Conditions</b></p>
F.O.B.  <p style="text-align: center;">N/A</p>	SHIPPED FROM  <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

The terms and conditions of this Contract are those of ITB #071I7200279, this Contract Agreement and the vendor's quote dated 09/12/07. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$1,246,950.24

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

**CONTRACT NO. 071B8200049**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <p style="text-align: center;"><b>Schindler Elevator Corporation</b>  <b>3135 Pine Tree Road</b>  <b>Lansing, MI 48911</b></p> <p style="text-align: right;">Brett.Cone@us.schindler.com</p>	TELEPHONE (517) 272-1234 <b>Pete Long</b> VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-1145 <b>Lymon C. Hunter, CPPB</b>
Contract Compliance Inspector: See Location Specification Sheets <p style="text-align: center;"><b>Elevator Maintenance Services – MRO - Statewide</b></p>	
CONTRACT PERIOD: From: <b>December 1, 2007</b> To: <b>December 1, 2010</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>Per the attached Terms and Conditions</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION:  <p>The terms and conditions of this Contract are those of ITB #071I7200279, this Contract Agreement and the vendor's quote dated 09/12/07. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>Estimated Contract Value: <span style="float: right;"><b>\$1,246,950.24</b></span></p>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I7200279. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

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

<p><b>FOR THE VENDOR:</b></p> <p style="text-align: center;"><b>Schindler Elevator Corporation</b></p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	<p><b>FOR THE STATE:</b></p> <hr/> <p style="text-align: center;">Signature</p> <p style="text-align: center;"><b>William C. Walsh, CPPB, Buyer Manager</b></p> <hr/> <p style="text-align: center;">Name/Title</p> <p style="text-align: center;"><b>Services Division, Purchasing Operations</b></p> <hr/> <p style="text-align: center;">Division</p> <hr/> <p style="text-align: center;">Date</p>
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**STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET—PURCHASING OPERATIONS  
Contract No. 071B8200049**

**ELEVATOR MAINTENANCE SERVICES  
STATEWIDE**

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



**ELEVATOR MAINTENANCE SERVICES**

**Article 1 – Statement of Work (SOW) ..... 7**

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5. PARTS ..... 10

6. WIRING DIAGRAMS, PARTS LIST & PARTS CATALOGS ..... 11

7. TOOLS ..... 11

8. LUBRICANTS ..... 11

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10. CLEANING/PAINTING ..... 12

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**ATTACHMENTS**

Location Specification Sheets



### Article1 – Statement of Work (SOW)

This Contract is to establish an agreement for elevator maintenance service at various State Office Buildings as detailed on the attached location specification sheets. The Capitol, North and Secondary Complexes are located at various locations throughout the local Lansing, Michigan area. Section I of this document is designed to provide the Contractor with information on requirements associated with this Contractor.

#### 1. STAFFING AND SUB-CONTRACTORS

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

#### 2. SECURITY

Schindler personnel will continue to follow all policies and procedures in place by the State of Michigan for security at the over 20 State buildings we currently perform maintenance.

### B. SERVICE/PRODUCT QUALITY

#### 1. SPECIFICATIONS INTRODUCTION

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

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

\*\*For safe efficient operations;

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

\*\*To extend the service life of the elevators;

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

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

##### a. Traction Elevators

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

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

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

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



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

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

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

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

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

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

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

**b. Hydraulic Elevator / Lifts**

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

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

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

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

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

**c. Escalator**

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

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

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

**2. SUPPORTING STAFF AND OFFICE FACILITIES**

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



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

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

### 3. SCHEDULE OF SERVICES

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

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

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

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

- a. Geared elevators; Three and one half (3 ½) hours of on the job preventive maintenance examinations shall be provided each month for "each" geared elevator. Service required is per elevator, not per building.
- b. Gearless elevators; Four (4) hours for "each" gearless elevator. Service required is per elevator, not per building.
- c. Hydraulic elevators; One and one half (1 ½) hours "each" for hydraulic elevator. Service required is per elevator, not per building.
- d. Escalators; Three (3) hours for "each" escalator. Service required is per escalator, not per building.

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

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

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



#### 4. LABOR

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

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

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

#### 5. PARTS

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

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

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

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

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

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

- a. Incandescent or Florescent cab light tubes
- b. Telephone instruments, unless system is an integral push button hands free phone type system.
- c. Power supply and feeder switch gear



- d. Cab panels, door panels, cab ceilings, door frames, sills, any refinishing work on cab walls, doors, door frames, fixture face-plates and sills
- e. Hydraulic elevator cylinders and buried/underground piping
- f. Parts, whose replacement is made necessary as a result of abuse and/or damage, for which the Contractor is not responsible for or has not contributed to.

## 6. WIRING DIAGRAMS, PARTS LIST & PARTS CATALOGS

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

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

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

All parts leaflets and books are to be systematically stored in appropriate metal cabinets along with maintenance manuals, spare parts, instructions, etc. All data relating to the elevators shall become the property of the State and shall not be removed at the expiration of this Contract.

## 7. TOOLS

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

## 8. LUBRICANTS

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



## 9. ADJUSTING

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

## 10. CLEANING/PAINTING

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

## 11. BARRIERS/BARRICADES

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

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

## 12. TESTS

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

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

## 13. EMERGENCY SERVICE

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



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

- \*\* The necessity for the emergency work was not caused, or contributed to, by the Contractor,
- \*\* The necessity is not a result of the Contractor's failure to adequately provide the services requested herein and is outside the scope of the work of the Contract.
- \*\* The overtime is specifically authorized by the State for each occurrence. The Contract Administrator will supply the Contractor a list of persons authorized to place emergency calls.

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

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

#### 14. RECORDS

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

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

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

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

#### 15. EXAMINATION OF PREMISES

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

**16. ELEVATORS REMOVED FROM SERVICE**

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

**17. INSPECTION**

The Using Agency or its designee may inspect elevators at various intervals independent of the Contractor. The purpose of this inspection will be for auditing and insuring that the Contractor is providing preventative maintenance and/or repairs of the quality and timeliness anticipated, and required, by the Contract.

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

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

**18. SECURITY SCREENING**

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

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

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

**20. WORKING CONDITIONS**

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

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

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



## 21. MATERIALS AND WORKMANSHIP

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

If any part of the Contractor's work depends for proper results upon existing work or the work of another Contract, the Contractor shall notify the Facility Manager before commencing work of any defects that will affect the results. Failure to do notify will constitute the acceptance of the conditions.

## 22. EMPLOYEES AND SUPERINTENDENTS

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

## 23. PROTECTION

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

## 24. STATE'S RIGHT TO DO WORK

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

- a. In any matter affecting the health, safety or welfare of State employees or the public where following either written or verbal notification, the Contractor refuses or neglects to correct the hazard the State may, without prejudice to any other available recourse or process, take such action as it deems necessary to assure safety and/or protect property.
- b. In matters not affecting health, safety or public welfare, the State may obtain an analysis of the issue by an independent consultant. Where the consultant confirms the State's position the State may then take any action necessary to correct the problem.
- c. In either case where the State takes independent action, which is a required obligation of the Contract and which is subsequently determined to be either prudent or necessary, the total costs thereof will be assessed against any moneys to become due the Contractor or otherwise recovered from the Contractor.

## 25. CLEAN UP

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



**26. STATE ORDERED REPAIRS**

Except as may be otherwise provided for herein, all services performed as extra services to this Contract may be on a time and material basis. State to be invoiced at the direct hourly wage rate of the individual performing the work times a documented overhead and profit multiplier not to exceed 2.5 times the respective direct hourly wage rate.

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

**27. SAFETY REGULATIONS**

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

**28. REGULATORY REQUIREMENTS**

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

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

CLASS	FLAME SPREAD	FUEL CONTRIBUTION	SMOKE DEVELOPED
A	0 - 25	0 - 35	0 - 50
B	26 - 75	36 - 75	51 - 125
C	76 - 200	76 - 200	126 - 200

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

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

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

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

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

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



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

**C. RESEARCH AND PRODUCT DEVELOPMENT**

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

**D. QUALITY ASSURANCE PROGRAM**

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

**E. WARRANTY/SERVICE**

This Contractor shall include any warranty associated with the actual product or parts being serviced, as well as the warranty associated with any service work performed under the Contract. The Contractor shall handle any repairs that need to be made due to damaged or defective product, installation problems will be rectified, and the process the State shall follow to report warranty issues.

**F. SERVICE**

**1. ORDERING/CUSTOMER SERVICE**

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

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

**2. TRAINING**

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

**3. REPORTING**

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



#### 4. SPECIAL PROGRAMS

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

##### 1.402 Risk Management - RESERVED

##### 1.403 Change Management

- A. If a proposed Contract change is requested by the Contract Compliance Inspector and approved by the agency purchasing/procurement office, then the request for change will be submitted to the Department of Management and Budget, Purchasing Operations Buyer, who will then make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request.
- B. If the DMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the assigned Buyer will issue an addendum to the Contract, via a Contract Change Notice.
- C. Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DMB Purchasing Operations, risk non-payment for the out-of-scope/pricing products and/or services.**

##### 1.404 Proposal Pricing

See attached Location Specification Sheet(s) for pricing.

#### 1.50 Compensation and Payment

##### 1.501 Compensation and Payment

- A. Payment / Reimbursement Method:  
Contractor agrees that –
  - 1. CONTRACT AGREEMENT shall be a FIXED, not to exceed, maximum amount.
  - 2. Payment will be issued as a rate per unit of service, as described in the price-model on the LSS.
  - 3. The unit rate(s) quoted and established shall remain FIXED for the entire period of the Agreement, except as follows:
    - a. Rate/prices are subject to change at the end of each 365-day period.
    - b. Such changes shall be based on changes in actual costs for delivery of services.
    - c. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change.
    - d. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as CPI, PPI, and US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).
    - e. Purchasing Operations also reserves the right to consider other information related to special economic and/or industry market circumstances, when evaluating a price change request.
    - f. Purchasing Operations reserves the right to deny a vendor's request for a rate-change, and have the original, quoted rates remain in effect for the life of the Agreement.
    - g. Changes may be either increase or decreases, and may be requested by either party.
    - h. Approved changes shall be firm for the remainder of the Contract period unless further revised at the end of the next 365-day period.
    - i. Requests for price changes shall be RECEIVED IN WRITING AT LEAST 60 days PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance and approval by the State before becoming effective.
    - j. In the event new prices are not acceptable, the Contract may be cancelled.



- k. The continued payment of any charges due after September 30<sup>th</sup> of any fiscal year will be subject to the availability of an appropriation for this purpose.
  4. The Contractor shall maintain a record system that documents the total number of units of service as defined in the Agreement and delivered during the term of the Agreement. These records shall also document the specific units billed to the State under the Agreement.
  5. A monthly "Statement of Expenditures" shall accurately represent the units of service delivered, the reimbursement rate by type of service, and the total amount being claimed, must be submitted to the State, within 30 days from the end of the monthly billing period.
  6. For the month of September, billings shall be submitted as reasonable directed by the CCI or the State's Contract Administrator to meet fiscal year-end closing deadlines.
  7. If the billing is not received as set forth above, no payment shall be made by the State for that billing period unless as exception is specifically authorized by the Department director or his/her delegated representative.
  8. In no event, shall the State make payment to the Contractor for billings submitted more than 90 days after the end of the billing period, without and approval from the State Department Director or his/her representative.
- B. Quick / Prompt Payment Terms

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

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

#### **1.502 Price Term**

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

Prices quoted are the maximum for a period of 365 days from the date the 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. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the 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 30<sup>th</sup> of any fiscal year will be subject to the availability of an appropriation for this purpose.



## Article 2 – General Terms and Conditions

### 2.00 Contract Structure and Administration

#### 2.001 Definitions

Capitalized terms used in this Contract (including its Attachments and Exhibits) shall have the meanings given below, unless the context requires otherwise:

- (a) "Days" means calendar days unless otherwise specified.
- (b) "24x7x365" means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
- (c) "Additional Service" means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
- (d) "Business Day," whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
- (e) "Deliverable" means physical goods and/or commodities as required or identified by a Statement of Work
- (f) "Key Personnel" means any Personnel designated in **Article 1, Section 1.201** as Key Personnel.
- (g) "State Location" means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
- (h) "SubContractor" means a company Contractor delegate's performance of a portion of the services to, but does not include independent Contractors engaged by Contractor solely in a staff augmentation role.
- (i) "State" means the State of Michigan.
- (j) "Department" means the Department of Management and Budget of the State of Michigan.
- (k) "Director" means the State Purchasing Director.
- (l) "Agency" means the unit of State government covered by this Contract.
- (m) "Representative" means the person designated by the agency to coordinate and supervise the service.
- (n) "Contractor" means a person, firm or corporation agreeing to provide service(s).

#### 2.002 Issuing Office

This contract is issued by the Department of Management and Budget, Purchasing Operations (PO), for various state agencies. Where actions are a combination of those of Purchasing Operations and the State agencies, the authority will be known as the State. Information listed on the Location Specification Sheet(s) will be included as attachments with this Contract.

Purchasing Operations 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. **DMB-PO is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of a Contract.** The Contract Administrator for this Contract is:

Lymon C. Hunter, CPPB  
Department of Management and Budget - Purchasing Operations  
Mason Building—2<sup>nd</sup> Floor  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 241-1145  
[HunterL@Michigan.gov](mailto:HunterL@Michigan.gov)

**2.003 Contract Compliance Inspector (CCI)**

Upon receipt at DMB-Purchasing Operations of the properly executed Contract, it is anticipated that the Director of DMB Purchasing Operations, in consultation with the client State Agency, will direct that the person named below, or any other person so designated, be authorized to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of such Contract as that authority is retained by the Purchasing Operations.** The Contract Compliance Inspector for this contract will be identified on the cover sheet of the location specification sheet.

**2.004 Project Manager**

The individual(s) who will oversee the work to be performed on the Contract, will be named in the final Contract(s) that will be awarded as a result of the solicitation.

**2.02 Contract Objectives/Scope/Background - Reserved****2.021 Background****2.022 Purpose****2.023 Objectives and Scope****2.024 Interpretation - Reserved****2.025 Form, Function and Utility**

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

**2.03 Legal Effect and Term****2.031 Legal Effect**

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

**2.032 Contract Term**

The term of the Contract will be for approximately three years and will commence with the issuance of a Contract. This will be approximately December 01, 2007 through December 01, 2010.

All outstanding Purchase Orders shall also expire upon the termination (cancellation for any of the reasons listed in 2.210) of the Contract, unless otherwise extended pursuant to the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

**2.033 Renewal(s)**

The Contract may be renewed in writing by mutual agreement of the parties not less than thirty (30) days before its expiration. No options have been included for the Contract term.



## 2.04 Contractor Personnel

### 2.041 Contractor Personnel

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

### 2.042 Contractor Identification

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

### 2.043 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other Contractors including the State's Quality Assurance personnel, and, as reasonably requested by the State, to provide to the State's agents and other Contractors with reasonable access to Contractor's Project personnel, systems and facilities to the extent they relate to activities specifically associated with the Contractor and will not interfere or jeopardize the safety or operation of the systems or facilities and provided Contractor receives reasonable prior written notice of such request. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under the Contract with such requests for access.

### 2.044 SubContracting by Contractor

- (a) Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all Contractual matters under the Contract, including payment of any and all charges for Services and Deliverables.
- (b) Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Office of Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.076** for a time agreed upon by the parties.
- (c) In any subcontractors entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the Contractor, assumes toward the State. The State reserves the right to receive copies of and review all subcontractors, although Contractor may delete or mask any proprietary information, including pricing, contained in such Contractors before providing them to the State.



The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under the Contract shall not relieve Contractor of any obligations or performance required under the Contract. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the execution of the Contract, together with a copy of the applicable subcontractor.

- (d) Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.040, 2.110, 2.150, 2.160, 2.171(c), 2.172(b), 2.180, 2.260, 2.276, 2.297** in all of its agreements with any Subcontractors.
- (e) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

#### **2.045 Contractor Responsibility for Personnel**

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services.

### **2.05 State Standards**

#### **2.051 Existing Technology Standards - RESERVED**

#### **2.052 PM Methodology Standards – RESERVED**

#### **2.053 Adherence to Portal Technology Tools - RESERVED**

#### **2.054 Acceptable Use Policy - RESERVED**

### **2.06 Deliverables**

#### **2.061 Ordering**

Any Services/Deliverables to be furnished under the Contract shall be ordered by issuance of written Purchase Orders/Blanket Purchase Order by the State after approval by the Contract Administrator or his/her designee. All orders are subject to the terms and conditions of the Contract. In the event of conflict between an order and the Contract, the Contract shall take precedence as stated in **Section 2.293**. In no event shall any additional terms and conditions contained on a Purchase Order/Blanket Purchase Order be applicable, unless specifically contained in that Purchase Order/Blanket Purchase Order's accompanying Statement of Work.

#### **2.062 Software - RESERVED**

#### **2.063 Hardware - RESERVED**

#### **2.064 Equipment to be New and Prohibited Products - RESERVED**

### **2.07 Performance**

#### **2.071 Performance, In General**

The State engages Contractor to execute the Contract and perform the Services/provide the Deliverables, and Contractor undertakes to execute and complete the Contract in its entirety in accordance with the terms and conditions of the Contract and with the participation of State representatives as specified in the Contract.

**2.072 Time of Performance**

- (a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables in accordance with the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.072(a)**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and, in such event, shall inform the State of the projected actual delivery date.
- (c) If Contractor believes that a delay in performance by the State has caused or will cause Contractor to be unable to perform its obligations in accordance with specified Contract time periods, Contractor shall notify the State in a timely manner and shall use commercially reasonable efforts to perform its obligations in accordance with such Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent such delay is caused by the State.

**2.073 Liquidated Damages - RESERVED****2.074 Bankruptcy**

If Contractor shall file for protection under the bankruptcy laws, or if an involuntary petition shall be filed against Contractor and not removed within thirty (30) days, or if the Contractor becomes insolvent, be adjudicated bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver shall be appointed due to its insolvency, and Contractor and/or its affiliates are unable to provide reasonable assurances that Contractor and/or its affiliates can deliver the services provided herein, the State may, without prejudice to any other right or remedy, terminate the Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish such Works in Process by whatever appropriate method the State may deem expedient. Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

To secure the State's progress payments before the delivery of any services or materials required for the execution of Contractor's obligations hereunder, and any work which Contractor may subcontract in the support of the performance of its obligations hereunder, title shall vest in the State to the extent the State has made progress payments hereunder.

**2.075 Time is of the Essence**

The Contractor agrees that time is of the essence in the performance of the Contractor's obligations under the Contract.

Failure of service crew member(s) to report to job site on time and/or satisfactorily provide specified services as needed may result in an assessment of fines defined in the Deductions portion in Article 1.

**2.076 Service Level Agreements (SLAs)- RESERVED****2.08 Delivery and Acceptance of Deliverables****2.081 Delivery Responsibilities - RESERVED****2.082 Delivery of Deliverables - RESERVED****2.083 Testing - RESERVED****2.084 Approval of Deliverables, In General - RESERVED**



2.085 Process For Approval of Written Deliverables - RESERVED

2.086 Process for Approval of Services - RESERVED

2.087 Process for Approval of Physical Deliverables - RESERVED

2.088 Final Acceptance - RESERVED

## 2.09 Financial

### 2.091 Pricing

- (a) Fixed Prices for Services:  
Each Statement of Work/PO issued under the Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services, and the associated payment milestones and payment amounts. To the extent the parties agree that certain specific Services will be provided on a time and materials basis, such Services shall be provided at the Amendment Labor Rates (**Article 1**). The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.
- (b) Adjustments for Reductions in Scope of Services/Deliverables:  
If the scope of the Services under any Statement of Work issued under the Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contract's charges under such Statement of Work commensurate with the reduction in scope, using the rates in **Article 1 and the Location Specification Sheet (LSS)** unless specifically identified in an applicable Statement of Work.
- (c) Services/Deliverables Covered:  
For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under the Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in the Contract.
- (d) Labor Rates:  
All time and material charges will be at the rates specified in **Article 1 and the Location Specification Sheet (LSS)**.

### 2.092 Invoicing and Payment Procedures and Terms

- (a) Invoicing and Payment – In General
  - (i) Each Statement of Work issued under the Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
  - (ii) Each Contract invoice will show details as to charges by Service component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. The charges for Services billed on a time and materials basis shall be determined based on the actual number of hours of Services performed, at the applicable Labor Rates specified in **Article 1 and the Location Specification Sheet (LSS)**. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 2.094**.
  - (iii) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within forty-five (45) days after receipt, provided the State determines that the invoice was properly rendered.



- (b) Taxes (See Section 2.305 and Article 3, Section 3.022-3.024 for additional)  
The State is exempt from Federal Excise Tax, State and Local Sales Taxes, and Use Tax with respect to the sale to and use by it of tangible personal property. Such taxes shall not be included in Contract prices as long as the State maintains such exemptions. Copies of all tax exemption certificates shall be supplied to Contractor, if requested.
- (c) **Out-of-Pocket Expenses - RESERVED**
- (d) **Pro-ration - RESERVED**
- (e) Antitrust Assignment  
The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of the Contract.
- (f) Final Payment  
The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with the Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under the Contract shall constitute a waiver of all claims by Contractor against the State for payment under the Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

### 2.093 State Funding Obligation

The State's obligation under the Contract is payable only and solely from funds appropriated for the purpose of the Contract. Contractor acknowledges and agrees that all funds for payments after the end of the current fiscal year are subject to the availability of a legislative appropriation for the purpose of the Contract. Events of non-appropriation are addressed further in **Section 2.210** of this Contract.

### 2.094 Holdback - RESERVED

### 2.095 Electronic Payment Availability

Public Act 533 of 2004 **requires** that payments under this Contract be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the Contract & Payment Express website ([www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us)).

## 2.10 Contract Management

### 2.101 Contract Management Responsibility

- (a) Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in the Contract. Contractor's duties will include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with **Article 1 (Project Plan)** is likely to delay the timely achievement of any Contract tasks.
- (b) The Services/Deliverables will be provided by the Contractor either directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor will act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in the Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of the Contract.

**2.102 Problem and Contract Management Procedures**

The Contract and the applicable Statements of Work will govern problem Management and Contract Management procedures.

**2.103 Reports and Meetings - RESERVED****2.104 System Changes - RESERVED****2.105 RESERVED****2.106 Change Requests**

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

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables, not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such services or providing such deliverables, the Contractor shall notify the State in writing that it considers the services or deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable. If the Contractor does so notify the State, then such a service or deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

(a) State Requests:

If the State should require Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

(b) Contractor Recommendations:

Contractor shall be entitled to propose a Change to the State, on its own initiative, should it be of the opinion that this would benefit the Contract.

(c) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal will include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.



- (e) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice shall be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of the Contract (a "Contract Change Notice").
- (f) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (g) If the State requests or directs Contractor to perform any activities that Contractor believes constitute a change, Contractor must notify the State that it believes the requested activities are a change prior to commencing the performance of the requested activities. If Contractor fails to so notify the State prior to commencing performance of the requested activities, such activities shall be considered to be performed gratuitously by Contractor, and Contractor shall not have any right thereafter to assert any claim for additional compensation or time for the performance of such activities. If Contractor commences performance of gratuitous services outside the scope of the Contract and subsequently elects to stop performing such out-of-scope services, Contractor must, at the request of the State, back out or reverse any changes resulting from such performance that would adversely affect the Contract.

## **2.107 Management Tools - RESERVED**

### **2.111 Records and Inspections**

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.

### **2.112 Errors**

- (a) If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the Contract, whichever is earlier.
- (b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten percent (10%), then the Contractor shall pay all of the reasonable costs of the audit.

## **2.12 State Responsibilities**

### **2.121 State Performance Obligations**

- (a) **Equipment and Other Resources.** To facilitate Contractor's performance of the Services/Deliverables, the State shall provide to Contractor such equipment and resources as identified in the Statements of Work or other Contract Exhibits as items to be provided by the State.
- (b) **Facilities.** The State shall designate space as determined by the CCI as long as it is available and as provided in the Statement of Work, to house Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing shall observe and comply with all rules and regulations relating to, each of the State Facilities (including hours of operation) used by Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for Contractor's use, or to which Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.
- (c) **Return.** Contractor shall be responsible for returning to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.



- (d) Except as otherwise provided in **Section 2.220**, the State's failure to perform its responsibilities, as set forth in the Contract shall not be deemed to be grounds for termination by Contractor. However, Contractor will not be liable for any default or delay in the performance of its obligations under the Contract to the extent such default or delay is caused by nonperformance of the State's obligations under the Contract, provided Contractor provides the State with reasonable written notice of such nonperformance and Contractor uses commercially reasonable efforts to perform notwithstanding the State's failure to perform. In addition, if the State's nonperformance of its responsibilities under the Contract materially increases the time required for Contractor's performance or Contractor's cost of performance, Contractor shall be entitled to seek an equitable extension via the Change Request process described in **Section 2.106**.

## 2.13 Security

### 2.131 Background Checks

The Contractor shall authorize the investigation of its personnel proposed to have access to State facilities and systems on a case-by-case basis.

The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. Such investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints.

Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/ditservice/0,1607,7-179-25781-73760--,00.html>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State.

It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

### 2.140 Reserved

## 2.15 Confidentiality

### 2.151 Freedom of Information

All information in any proposal submitted to the State by Contractor and the Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

### 2.152 Confidentiality

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



In the case of information of either Contractor or the State "Confidential Information" shall exclude any information (including this Contract) that is publicly available pursuant to the Michigan FOIA.

#### **2.153 Protection of Confidential Information**

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

#### **2.154 Exclusions**

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

#### **2.155 No Implied Rights**

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

#### **2.156 Remedies**

Each party acknowledges that, if it breaches (or attempts or threatens to breach) its obligations under this Section, the other party may be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or attempted or threatened to breach) any such obligations, the non-breaching party shall be entitled to seek an injunction preventing such breach (or attempted or threatened breach).

#### **2.157 Security Breach Notification**

In the event of a breach of this Section, Contractor shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure.



Contractor shall report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contractor within ten (10) days of becoming aware of such use or disclosure or such shorter time period as is reasonable under the circumstances.

#### **2.158 Survival**

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

#### **2.159 Destruction of Confidential Information**

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

#### **2.160 Proprietary Rights - RESERVED**

#### **2.170 Warranties and Representations**

The foregoing express warranties are in lieu of all other warranties and each party expressly disclaims all other warranties, express or implied, by operation of law or otherwise including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

#### **2.171 Warranties and Representations**

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and shall fulfill all of its obligations under the Contract. The performance of all obligations under the Contract shall be provided in a timely, professional, and workman-like manner and shall meet the performance and operational standards required under the Contract.
- (b) The Location Specification Sheet(s), Attachments and Exhibits identify the services necessary to operate in compliance with the Contractor's requirements and other standards of performance.
- (c) The Contractor signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into the Contract, on behalf of Contractor.
- (d) It is qualified and registered to transact business in all locations where required.
- (e) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (f) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of the Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there has been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.
- (g) All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.



- (h) It is not in material default or breach of any other Contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any Contract with the State or any of its departments that was terminated by the State or such department within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of such Contract.

### 2.172 Consequences for Breach

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

## 2.18 Insurance

### 2.181 Liability Insurance

- (a) 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 the 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 the Contract.

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

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

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See [http://www.mi.gov/cis/0,1607,7-154-10555\\_22535---,00.html](http://www.mi.gov/cis/0,1607,7-154-10555_22535---,00.html).

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

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Purchasing Operations, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage's afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in the Contract's termination.



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

1. Commercial General Liability with the following minimum coverage:

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

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

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

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

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

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

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

4. Employers liability insurance with the following minimum limits:

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

- (b) Subcontractors

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



- (c) **Certificates of Insurance and Other Requirements**  
Contractor shall furnish to the Office of Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insured's under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

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

## 2.19 Indemnification

### 2.191 Indemnification

- (a) **General Indemnification:**  
To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of the Contract and that are attributable to the negligence or tortuous acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.
- (b) **Code Indemnification:**  
To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.
- (c) **Employee Indemnification:**  
In any and all claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under 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 benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.
- (d) **Patent/Copyright Infringement Indemnification:**  
To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the 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 patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become, the subject of a claim of infringement, the Contractor 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 to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if 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.

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

#### **2.192 Continuation of Indemnification Obligations**

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

#### **2.193 Indemnification Procedures**

The procedures set forth below shall apply to all indemnity obligations under the Contract:

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under the Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General.



- In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

## **2.20 Limits of Liability and Excusable Failure**

### **2.201 Limits of Liability**

The Contractor's liability for damages to the State shall be limited to two times the value of the Contract or \$200,000 which ever is higher. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

The State's liability for damages to the Contractor shall be limited to the value of the Contract.

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

### **2.202 Excusable Failure**

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent such default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its Subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay and provided further that such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay Contractor's performance of the Services/provision of Deliverables for more than ten (10) Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State shall not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance shall continue; (b) the State may terminate any portion of the Contract so affected and the charges payable there under shall be equitably adjusted to reflect those Services/Deliverables terminated;



or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to Contract, except to the extent that the State shall pay for Services/Deliverables provided through the date of termination.

Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

### **2.203 Disaster Recovery**

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

### **2.21 Termination/Cancellation by the State**

The State may terminate 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:

#### **2.211 Termination for Cause**

- (a) In the event that Contractor breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA as defined in **Section 2.076**), 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 (such time period not to be less than thirty (30) days), 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 termination to Contractor, terminate this Contract in whole or in part, for cause, as of the date specified in the notice of termination.
- (b) In the event that this Contract is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Contractor shall be responsible for all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs shall not be considered by the parties to be consequential, indirect or incidental damages, and shall not be excluded by any other terms otherwise included in this Contract, provided such costs are not in excess of fifty percent (50%) more than the prices for such Service/Deliverables provided under this Contract.
- (c) In the event the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State shall pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.
- (d) In the event this Contract is terminated for cause pursuant to this Section, and it is determined, for any reason, that Contractor was not in breach of Contract pursuant to the provisions of this section, that termination for cause shall be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a termination for convenience.



### 2.212 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination 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 Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any ITB issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least thirty (30) days prior to the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

### 2.213 Non-Appropriation

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State shall have the right to terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State shall give Contractor at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise made available, the State may, upon thirty (30) days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in such manner and for such periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of such reduction.
- (c) In the event the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor pursuant to this Section, the State shall pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. For the avoidance of doubt, this Section will not preclude Contractor from reducing or stopping Services/Deliverables and/or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

### 2.214 Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense incident to the application for, or performance of, a State, public or private Contractor or subcontractor; convicted of a criminal offense, including 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 Contractor's business integrity.

### 2.215 Approvals Rescinded

The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.



## 2.216 Rights and Obligations Upon Termination

- (a) If this Contract is terminated by the State for any reason, Contractor shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) in the event that the Contractor maintains title in Deliverables that is intended to be transferred to the State at the termination of the Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contract adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontractors and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (c) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontractors and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement Contractor or otherwise as the State may in its sole judgment deem expedient.

## 2.217 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

## 2.218 Contractor Transition Responsibilities - RESERVED

## 2.219 State Transition Responsibilities

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

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

## 2.22 Termination by Contractor

### 2.221 Termination by Contractor

If the State materially breaches its obligation to pay Contractor undisputed amounts due and owing under this Contract in accordance with **Section 2.090**, or if the State breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for Contractor to perform the Services, and if the State does not cure the breach within the time period specified in a written notice of breach provided to the State by Contractor (such time period not to be less than thirty (30) days), then Contractor may terminate this Contract, in whole or in part based on Statement of Work for cause, as of the date specified in the notice of termination; provided, however, that Contractor must discharge its obligations under **Section 2.250** before any such termination.



## 2.23 Stop Work

### 2.231 Stop Work Orders - RESERVED

### 2.232 Cancellation or Expiration of Stop Work Order - RESERVED

### 2.233 Allowance of Contractor Costs - RESERVED

### 2.240 Reserved

## 2.25 Dispute Resolution

### 2.251 In General

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

### 2.252 Informal Dispute Resolution

- (a) All operational disputes between the parties shall be resolved under the Contract Management procedures developed pursuant to **Section 2.100**. If the parties are unable to resolve any disputes after compliance with such processes, the parties shall meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:
  - (i) The representatives of Contractor and the State shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
  - (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.
  - (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
  - (iv) Following the completion of this process within sixty (60) calendar days, the Director of Purchasing Operations, DMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within thirty (30) calendar days. The opinion regarding the dispute shall be considered the State's final action and the exhaustion of administrative remedies.
- (b) This **Section 2.250** will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or pursuant to **Section 2.253**.
- (c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work pursuant to the Contract.

### 2.253 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.252** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is such that the damages to such party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.



## 2.254 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment shall not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.210** and **2.220**, as the case may be.

## 2.26 Federal and State Contract Requirements

### 2.261 Nondiscrimination

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

### 2.262 Unfair Labor Practices

Pursuant to 1980 PA 278, MCL 423.231, *et seq.*, the State shall not award a Contract or subcontractor 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. The United States National Labor Relations Board compiles this information. 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 PA 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

### 2.263 Workplace Safety and Discriminatory Harassment

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

## 2.27 Litigation

### 2.271 Disclosure of Litigation

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



- (b) Assurances:  
In the event that any such Proceeding disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:
- (i) the ability of Contractor (or a Subcontractor hereunder) to continue to perform this Contract in accordance with its terms and conditions, or
  - (ii) whether Contractor (or a Subcontractor hereunder) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in such Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that:
    - (A) Contractor and/or its Subcontractors hereunder will be able to continue to perform this Contract and any Statements of Work in accordance with its terms and conditions, and
    - (B) Contractor and/or its Subcontractors hereunder have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in such Proceeding.
- (c) Contractor shall make the following notifications in writing:
- (i) Within thirty (30) days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor shall notify the Office of Purchasing Operations.
  - (ii) Contractor shall also notify the Office of Purchasing Operations within thirty (30) days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
  - (iii) Contractor shall also notify Purchasing Operations within thirty (30) days whenever changes to company affiliations occur.

### **2.272 Governing Law**

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

### **2.273 Compliance with Laws**

Contractor shall comply with all applicable state, federal, and local laws and ordinances ("Applicable Laws") in providing the Services/Deliverables.

### **2.274 Jurisdiction**

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

## **2.28 Environmental Provision**

### **2.281 Environmental Provision - RESERVED**

## **2.29 General Contract Information**

### **2.291 Amendments**

The Contract may not be modified, amended, extended, or augmented, except by in writing executed by the parties involved.



### 2.292 Assignment

- (a) Neither party shall 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 other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as such affiliate is adequately capitalized and can provide adequate assurances that such affiliate can perform the Contract. Any purported assignment in violation of this Section shall be null and void. It is the policy of the State of Michigan to withhold consent from proposed assignments, subcontractors, or notations when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.
- (b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. In the event of any such permitted assignment, Contractor shall not be relieved of its responsibility to perform any duty imposed upon it herein, and the requirement under the Contract that all payments shall be made to one entity shall continue.

### 2.293 Entire Contract; Order of Precedence

- (a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to such subject matter and as additional terms and conditions on the purchase order shall apply as limited by **Section 2.061**.
- (b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of **Sections 2.110 through 2.220** of the Contract, which may be modified or amended only by a formal Contract amendment.

### 2.294 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 the Contract.

### 2.295 Relationship of the Parties (Independent Contractor Relationship)

The relationship between the State and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor or any of its Subcontractors shall be or shall be deemed to be an employee, agent or servant of the State for any reason. 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.

### 2.296 Notices

- (a) Any notice given to a party under this Contract shall be deemed effective, if addressed to such party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

**State of Michigan:**  
**Lymon C. Hunter, CBBP**  
530 W. Allegan, 2nd Floor  
PO Box 30026  
Lansing, MI 48909  
Contact Phone: (517) 241-1145  
[HunterL@Michigan.gov](mailto:HunterL@Michigan.gov)



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

(b) **Binding Commitments**

Representatives of Contractor identified in **Article 1, Attachment B** shall have the authority to make binding commitments on Contractor's behalf within the bounds set forth in such table. Contractor may change such representatives from time to time upon written notice.

**2.297 Media Releases and Contract Distribution**

(a) **Media Releases:**

Neither Contractor nor the State will make any news releases, public announcements or public disclosures, nor will they have any conversations with representatives of the news media, pertaining to the Contract, the Services or the Contract without the prior written approval of the other party, and then only in accordance with explicit written instructions provided by that party. In addition, neither Contractor nor the State will use the name, trademarks or other proprietary identifying symbol of the other party or its affiliates without such party's prior written consent. Prior written consent of the Contractor must be obtained from authorized representatives.

(b) **Contract Distribution:**

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

**2.298 Reformation and Severability**

Each provision of this 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.

**2.299 Consents and Approvals**

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

**2.300 No Waiver of Default**

The failure of a party to insist upon strict adherence to any term of this 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 this Contract.

**2.301 Survival**

Any provisions of this Contract that impose continuing obligations on the parties including the parties' respective warranty, indemnity and confidentiality obligations, shall survive the expiration or termination of this Contract for any reason. Specific references to survival in this Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

**2.302 Covenant of Good Faith**

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

**2.303 Permits**

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

**2.304 Website Incorporation**

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

**2.305 Taxes**

Vendors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes defined in Section 3.022 for all persons involved in the resulting Contract.

The State may refuse to award a Contract to any Vendor who has failed to pay any applicable State taxes. The State may refuse to accept Vendor's bid, if Vendor has any outstanding debt with the State. Prior to any award, the State will verify whether Vendor has any outstanding debt with the State.

**2.306 Prevailing Wage - RESERVED****2.307 Call Center Disclosure**

Contractor and/or all Subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this Contract.

**2.308 Future Bidding Preclusion**

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

**2.310 Reserved****2.32 Extended Purchasing****2.321 MiDEAL - RESERVED****2.322 State Employee Purchases - RESERVED****2.33 Federal Grant Requirements****2.331 Federal Grant Requirements**

The following links contain certifications and terms, which may be required for some purchases paid via Federal funds. They are included here to be utilized as required.

Lobbying Certifications are usually for agreements over \$100,000. The debarment certification is required for all agreements. The last link is where you can go and search for debarred or suspended Contractors.

[http://straylight.law.cornell.edu/uscode/html/uscode31/usc\\_sec\\_31\\_00001352----000-.html](http://straylight.law.cornell.edu/uscode/html/uscode31/usc_sec_31_00001352----000-.html)  
[http://www.archives.gov/federal\\_register/codification/executive\\_order/12549.html](http://www.archives.gov/federal_register/codification/executive_order/12549.html)  
[http://www.archives.gov/federal\\_register/executive\\_orders/pdf/12869.pdf](http://www.archives.gov/federal_register/executive_orders/pdf/12869.pdf)  
<http://www.epls.gov/epl/servlet/EPLSearchMain/1>

**MAINTENANCE, REPAIR & OPERATIONS (MRO)****Elevator Maintenance  
CONTRACT#: 071B8200049****LOCATION SPECIFICATION SHEET (LSS)**

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

**SECTION I – PLACE OF SERVICES REQUESTED****LOCATION:**

<b>CONTRACT INFORMATION</b>			
<b>ESTIMATED CONTRACT START DATE:</b>	12/01/2007	<b>CONTRACT END DATE:</b>	12/01/2010
<b>PREVIOUS BPO #:</b>			
<b>CONTRACT INFORMATION:</b>			
<b>CONTRACTING AGENCY NAME:</b>	Agriculture		
<b>BUILDING NAME AND NUMBER:</b>	Geagley Laboratory		
<b>BUILDING ADDRESS:</b>	1615 S. Harrison, East Lansing, MI		
<b>REGION / COUNTY:</b>	Ingham CO.		
<b>PROCUREMENT CONTACT INFORMATION</b>			
<b>PROCUREMENT OFFICE NAME:</b>	Agriculture Procurement		
<b>PROCUREMENT OFFICE CONTACT NAME:</b>	Jon Henker	<b>CONTACT PHONE #:</b>	517-373-9791
<b>PROCUREMENT OFFICE CONTACT E-MAIL:</b>	<a href="mailto:henkerj@michigan.gov">henkerj@michigan.gov</a>	<b>CONTACT FAX #:</b>	517-241-0585
<b>CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:</b>	Ken Zischke	<b>CONTACT PHONE #:</b>	517-203-1314
<b>CCI / FM CONTACT E-MAIL:</b>	<a href="mailto:zischkek@michigan.gov">zischkek@michigan.gov</a>	<b>CONTACT FAX #:</b>	515-337-5094
<b>LOCATION INFORMATION</b>			
<b>OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:</b>	Monday-Friday	<b>OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:</b>	7:00am-5:30pm
<b>ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)</b>		<b>(FILL IN IF NEEDED)</b>	
<b>IDENTIFY DAYS OF SERVICE:</b>	Monday-Friday	<b>IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. To 5:30 P.M.]</b>	8:am-4:00pm



SECTION II – PRICING SHEET SUMMARY

**ELEVATOR MAINTENANCE SERVICES**

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete) <b>QUARTERLY</b>	ANNUAL PRICE (Vendor Complete)
<input type="checkbox"/>	Traction Elevators			\$	\$
<input checked="" type="checkbox"/>	Hydraulic Elevator / Lifts quarterly inspections	Ea	4	\$ 184.00	\$ 736.00
<input type="checkbox"/>	Escalator Maintenance			\$	\$
<input type="checkbox"/>	Labor			\$	\$
<input type="checkbox"/>	Parts			\$	\$
<input type="checkbox"/>	Wiring Diagrams, Parts List & Parts Catalogs			\$	\$
<input type="checkbox"/>	Tools			\$	\$
<input type="checkbox"/>	Lubricants			\$	\$
<input type="checkbox"/>	Equipment Adjusting			\$	\$
<input type="checkbox"/>	Cleaning / Painting			\$	\$
<input type="checkbox"/>	Barriers / Barricades			\$	\$
<input checked="" type="checkbox"/>	Tests- relief valve setting and system pressure test	Yr	1	\$ *	\$ *
<input type="checkbox"/>	Emergency Service			\$	\$
<input type="checkbox"/>	Records			\$	\$
<input type="checkbox"/>	Examination of Premises			\$	\$
<input type="checkbox"/>	Elevators Removed from Service			\$	\$
<input type="checkbox"/>	Inspection			\$	\$
<input type="checkbox"/>	State Ordered Repairs			\$	\$
<input type="checkbox"/>	Cost of Insurance (refer to Terms and Conditions)			\$	\$
<input type="checkbox"/>	Cost of Fringe Benefits (if not included as part of labor rate)			\$	\$
<input type="checkbox"/>	Other Costs – (Provide detailed list or add rows to this table as needed)			\$	\$
<b>SUBTOTAL</b>					<b>\$ 736.00</b>
<b>3 YEAR TOTAL</b>					<b>\$ 2,208.00</b>

\*Included in Quarterly Price. State requires a full load test every 36 months. Full load test is included.

**FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:**

UNIT PRICE BREAKDOWN:

Parts	\$ 29.00	Monthly average cost
Labor	\$ 155.00	Monthly average cost
Straight time per hour	\$ 38.81	
Fringe benefits per hour	\$ 19.49	

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

**EMERGENCY SERVICE RATES PER HOUR**

- A. **Monday through Friday** after 5:00 p.m. and before 8:00 a.m. rate (overtime portion) \$ 87.50  
 (full rate \$ \_125.00 + \$ \_87.50) = \$212.50
- B. **Weekend rate** (5:00 p.m. Friday through 8:00 a.m. Monday), (overtime portion) Friday/Saturday \$ 87.50  
 (full rate \$ \_125.00 + \$ \_87.50) = \$212.50  
 (overtime portion) Sunday \$107.50  
 (full rate \$ \_125.00 + \$ \_107.50) = \$232.50
- C. **Holiday rate** (12:00 a.m. through 11:59 p.m. on holiday dates), (overtime portion) \$107.50  
 (full rate \$ \_125.00 + \$ \_107.50) = \$232.50

Note any other special hourly rate information; NONE

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

**January 1<sup>st</sup>,  
 Labor Day  
 \*Veteran's Day**

**New Years Day,  
 Thanksgiving Day**

**Memorial Day,  
 Day after Thanksgiving**

**Independence Day, July 4<sup>th</sup>  
 Christmas Day,**

**MAINTENANCE, REPAIR & OPERATIONS (MRO)****Elevator Maintenance  
CONTRACT#: 071B820049****LOCATION SPECIFICATION SHEET (LSS)**

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

**SECTION I – PLACE OF SERVICES REQUESTED****LOCATION:**

<b>CONTRACT INFORMATION</b>			
<b>ESTIMATED CONTRACT START DATE:</b>	01/01/08	<b>CONTRACT END DATE:</b>	01/01/011
<b>PREVIOUS BPO #:</b>			
<b>CONTRACT INFORMATION:</b>			
<b>CONTRACTING AGENCY NAME:</b>	DMB – Facilities Administration		
<b>BUILDING NAME AND NUMBER:</b>	Joint Operations Center		
<b>BUILDING ADDRESS:</b>	615 Allegan Street		
<b>REGION / COUNTY:</b>	Ingham		
<b>PROCUREMENT CONTACT INFORMATION</b>			
<b>PROCUREMENT OFFICE NAME:</b>	DMB-Financial Services, Procurement & Contract Management		
<b>PROCUREMENT OFFICE CONTACT NAME:</b>	Denice Ballard	<b>CONTACT PHONE #:</b>	517-373-7567
<b>PROCUREMENT OFFICE CONTACT E-MAIL:</b>	<a href="mailto:ballardd@michigan.gov">ballardd@michigan.gov</a>	<b>CONTACT FAX #:</b>	517-241-4856
<b>CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:</b>	Anita Stevens	<b>CONTACT PHONE #:</b>	517-373-7110
<b>CCI / FM CONTACT E-MAIL:</b>	StevensA@michigan.gov	<b>CONTACT FAX #:</b>	
<b>LOCATION INFORMATION</b>			
<b>OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:</b>	Monday – Friday	<b>OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:</b>	7:00 – 5:00
<b>ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)</b>	N/A	<b>(FILL IN IF NEEDED)</b>	
<b>IDENTIFY DAYS OF SERVICE:</b>	Monday – Friday	<b>IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]</b>	7:00 – 5:00



SECTION II – PRICING SHEET SUMMARY

**ELEVATOR MAINTENANCE SERVICES**

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
<input type="checkbox"/>	Traction Elevators			\$	\$
<input checked="" type="checkbox"/>	Hydraulic Elevator / Lifts	1	36	\$ 141.00	\$ 1,692.00
<input type="checkbox"/>	Escalator Maintenance			\$	\$
<input checked="" type="checkbox"/>	Labor		As Needed	\$ *	\$ *
<input checked="" type="checkbox"/>	Parts		As Needed	\$ *	\$ *
<input checked="" type="checkbox"/>	Wiring Diagrams, Parts List & Parts Catalogs		As Needed	\$ *	\$ *
<input type="checkbox"/>	Tools			\$	\$
<input checked="" type="checkbox"/>	Lubricants		As Needed	\$ *	\$ *
<input checked="" type="checkbox"/>	Equipment Adjusting		As Needed	\$ *	\$ *
<input checked="" type="checkbox"/>	Cleaning / Painting		As Needed	\$ *	\$ *
<input checked="" type="checkbox"/>	Barriers / Barricades		As Needed	\$ *	\$ *
<input checked="" type="checkbox"/>	Tests		As Needed	\$ *	\$ *
<input checked="" type="checkbox"/>	Emergency Service		As Needed	\$ *	\$ *
<input checked="" type="checkbox"/>	Records		As needed	\$ *	\$ *
<input type="checkbox"/>	Examination of Premises			\$	\$
<input checked="" type="checkbox"/>	Elevators Removed from Service		As Needed	\$ *	\$ *
<input checked="" type="checkbox"/>	Inspection		Monthly	\$ *	\$ *
<input checked="" type="checkbox"/>	State Ordered Repairs		As Needed	\$ *	\$ *
<input type="checkbox"/>	Cost of Insurance (refer to Terms and Conditions)			\$	\$
<input type="checkbox"/>	Cost of Fringe Benefits (if not included as part of labor rate)			\$	\$
<input type="checkbox"/>	Other Costs – (Provide detailed list or add rows to this table as needed)			\$	\$
<b>SUBTOTAL</b>					<b>\$ 1,692.00</b>
<b>3 YEAR TOTAL</b>					<b>\$ 5,076.00</b>

\*Included in price per occasion (monthly price). Annual price is the monthly price x 12 months.

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

**FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:**

UNIT PRICE BREAKDOWN:

Parts \$ 270.00 Average monthly cost  
 Labor \$ 1,422.00 Average monthly cost  
 Straight time per hour \$ 38.81  
 Fringe benefits per hour \$ 19.49

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

**EMERGENCY SERVICE RATES PER HOUR**

- A. **Monday through Friday** after 5:00 p.m. and before 8:00 a.m. rate (overtime portion)     \$ 87.50  
 (full rate \$ 125.00 + \$ 87.50)             =     \$ 212.50
- B. **Weekend rate** (5:00 p.m. Friday through 8:00 a.m. Monday), (overtime portion) Friday/Saturday     \$ 87.50  
 (full rate \$ 125.00 + \$ 87.50)             =     \$ 212.50  
 (overtime portion)     Sunday             \$ 107.50  
 (full rate \$ 125.00 + \$ 212.50)             =     \$ 232.50
- C. **Holiday rate** (12:00 a.m. through 11:59 p.m. on holiday dates), (overtime portion)     \$ 107.50  
 (full rate \$ 125.00 + \$ 107.50)             =     \$ 232.50

Note any other special hourly rate information; NONE

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

**January 1<sup>st</sup>,  
 Labor Day,  
 \*Veteran's Day**

**New Years Day,  
 Thanksgiving Day,  
 Memorial Day,  
 Day after Thanksgiving,**

**Independence Day, July 4<sup>th</sup>  
 Christmas Day**

**LISTING OF MAKE AND SERIAL NUMBER OF EQUIPMENT TO BE SERVICED**

ITEM	MANUFACTURER	TYPE OF SERVICE	SERIAL #.
1	Otis	Hydraulic Elevator Model #ABA21241U	15740616
2			
3			
4			
5			

**SPECIFICATIONS INTRODUCTION**

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

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

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

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

**TRACTION ELEVATORS**

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

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

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

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

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

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

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



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

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

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

## **HYDRAULIC ELEVATOR / LIFTS**

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

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

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

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

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



## MAINTENANCE, REPAIR & OPERATIONS (MRO)

### Elevator Maintenance CONTRACT#: 071B8200049

### LOCATION SPECIFICATION SHEET (LSS)

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

#### SECTION I – PLACE OF SERVICES REQUESTED

#### LOCATION:

CONTRACT INFORMATION			
<b>ESTIMATED CONTRACT START DATE:</b>	12/01/07	<b>CONTRACT END DATE:</b>	12/01/2010
<b>PREVIOUS BPO #:</b>	071B4200038		
<b>CONTRACT INFORMATION:</b>	3 Year Contract		
<b>CONTRACTING AGENCY NAME:</b>	Department of Community Health		
<b>BUILDING NAME AND NUMBER:</b>	Kalamazoo Psychiatric Hospital		
<b>BUILDING ADDRESS:</b>	1312 Oakland Drive, Kalamazoo, MI 49008		
<b>REGION / COUNTY:</b>	Kalamazoo		
PROCUREMENT CONTACT INFORMATION			
<b>PROCUREMENT OFFICE NAME:</b>	Kalamazoo Psychiatric Hospital		
<b>PROCUREMENT OFFICE CONTACT NAME:</b>	Peggy Deaton	<b>CONTACT PHONE #:</b>	(269) 337-3047
<b>PROCUREMENT OFFICE CONTACT E-MAIL:</b>	<a href="mailto:DeatonPeg@michigan.gov">DeatonPeg@michigan.gov</a>	<b>CONTACT FAX #:</b>	(269) 337-3227
<b>CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:</b>	Tom Reilly/Joe Hansen	<b>CONTACT PHONE #:</b>	(269) 337-3152
<b>CCI / FM CONTACT E-MAIL:</b>	<a href="mailto:ReillyT@michigan.gov">ReillyT@michigan.gov</a> or <a href="mailto:HansenJ@michigan.gov">HansenJ@michigan.gov</a>	<b>CONTACT FAX #:</b>	(269) 337-3227
LOCATION INFORMATION			
<b>OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:</b>	Mon.-Fri.	<b>OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:</b>	8:00 a.m. – 5:00 p.m.
<b>ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)</b>	8 Elevators	<b>(FILL IN IF NEEDED)</b>	
<b>IDENTIFY DAYS OF SERVICE:</b>	7 Days/Wk.	<b>IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]</b>	24 Hours

**ELEVATORS TO BE SERVICES – KALAMAZOO PSYCHIATRIC HOSPITAL**

ITEM	MANUFACTURER	MAKE	TYPE OF SERVICE	SERIAL #
1.	Dover	Cable Electric Panel	Passenger	21294
2.	Dover	Cable Electric Panel	Passenger	21295
3.	Dover	Hydraulic	Passenger	17597
4.	Dover	Hydraulic	Passenger	14466
5.	Dover	Hydraulic	Passenger	17596
6.	Dover	Hydraulic	Passenger	14467
7.	Dover	Hydraulic	Passenger	20212
8.	Schindler	Houghton Hydraulic Type F	Passenger	20753



D E P A R T M E N T O F  
**Management & Budget**

**SECTION II – PRICING SHEET SUMMARY**

**ELEVATOR MAINTENANCE SERVICES**

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete) <b>MONTHLY</b>	ANNUAL PRICE (Vendor Complete)
<input checked="" type="checkbox"/>	Traction Elevators			\$ 552.00	\$ 6,624.00
<input checked="" type="checkbox"/>	Hydraulic Elevator / Lifts	8	Monthly (12)	\$ 846.00	\$ 10,152.00
<input type="checkbox"/>	Escalator Maintenance			\$	\$
<input checked="" type="checkbox"/>	Labor	8	12	\$ *	\$ *
<input type="checkbox"/>	Parts			\$ *	\$ *
<input type="checkbox"/>	Wiring Diagrams, Parts List & Parts Catalogs			\$	\$
<input type="checkbox"/>	Tools			\$	\$
<input checked="" type="checkbox"/>	Lubricants	8	12	\$ *	\$ *
<input checked="" type="checkbox"/>	Equipment Adjusting	8	12	\$ *	\$ *
<input type="checkbox"/>	Cleaning / Painting			\$	\$
<input type="checkbox"/>	Barriers / Barricades			\$	\$
<input checked="" type="checkbox"/>	Tests	8	16	\$ *	\$ *
<input checked="" type="checkbox"/>	Emergency Service	8	As needed	\$ *	\$ *
<input checked="" type="checkbox"/>	Records	8	12	\$ *	\$ *
<input type="checkbox"/>	Examination of Premises			\$	\$
<input type="checkbox"/>	Elevators Removed from Service			\$	\$
<input checked="" type="checkbox"/>	Inspection	8	12	\$ *	\$ *
<input checked="" type="checkbox"/>	State Ordered Repairs	8	8	\$ *	\$ *
<input type="checkbox"/>	Cost of Insurance (refer to Terms and Conditions)			\$	\$
<input type="checkbox"/>	Cost of Fringe Benefits (if not included as part of labor rate)			\$	\$
<input type="checkbox"/>	Other Costs – (Provide detailed list or add rows to this table as needed)			\$	\$
<b>SUBTOTAL</b>					<b>\$ 16,776.00</b>
<b>3 YEAR TOTAL</b>					<b>\$ 50,328.00</b>

\*Included in monthly price.

**FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:**

**UNIT PRICE BREAKDOWN:**

Parts	\$ 224.00	Average monthly cost
Labor	\$ 1,174.00	Average monthly cost
Straight time per hour	\$ 38.81	
Fringe benefits per hour	\$ 19.49	

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

**EMERGENCY SERVICE RATES PER HOUR**

- A. **Monday through Friday** after 5:00 p.m. and before 8:00 a.m. rate (overtime portion)     \$ 87.50  
  
(full rate \$ 125.00 + \$ 87.50)                             =             \$ 212.50
- B. **Weekend rate** (5:00 p.m. Friday through 8:00 a.m. Monday), (overtime portion) Friday/Saturday                             \$ 87.50  
  
(full rate \$ 125.00 + \$ 87.50)                             =             \$ 212.50  
  
(overtime portion)     Sunday                             \$ 107.50  
  
(full rate \$ 125.00 + \$ 107.50)                             =             \$ 232.50
- C. **Holiday rate** (12:00 a.m. through 11:59 p.m. on holiday dates), (overtime portion)     \$ 107.50  
  
(full rate \$ 125.00 + \$ 107.50)                             =             \$ 232.50

Note any other special hourly rate information; NONE

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

**January 1<sup>st</sup>,  
Labor Day  
Christmas Day**

**New Years Day,  
Veterans Day,  
\*Veteran's Day**

**Memorial Day,  
Thanksgiving Day**

**Independence Day, July 4<sup>th</sup>  
Day after Thanksgiving,**



## MAINTENANCE, REPAIR & OPERATIONS (MRO)

### Elevator Maintenance CONTRACT#: 071B8200049

### LOCATION SPECIFICATION SHEET (LSS)

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

#### SECTION I – PLACE OF SERVICES REQUESTED

#### LOCATION:

CONTRACT INFORMATION			
<b>ESTIMATED CONTRACT START DATE:</b>	12/01/07	<b>CONTRACT END DATE:</b>	12/01/10
<b>PREVIOUS BPO #:</b>	071B2001306		
<b>CONTRACT INFORMATION:</b>	4 TRACTION ELEVATORS, 30 YEARS OLD		
<b>CONTRACTING AGENCY NAME:</b>	WALTER REUTHER PSYCHIATRIC HOSPITAL		
<b>BUILDING NAME AND NUMBER:</b>	N/A		
<b>BUILDING ADDRESS:</b>	30901 PALMER ROAD		
<b>REGION / COUNTY:</b>	WAYNE COUNTY		
PROCUREMENT CONTACT INFORMATION			
<b>PROCUREMENT OFFICE NAME:</b>	PURCHASING DEPARTMENT		
<b>PROCUREMENT OFFICE CONTACT NAME:</b>	P. MASON	<b>CONTACT PHONE #:</b>	(734)367-8409
<b>PROCUREMENT OFFICE CONTACT E-MAIL:</b>	<a href="mailto:Masonp1@michigan.gov">Masonp1@michigan.gov</a>	<b>CONTACT FAX #:</b>	(734)722-5878
<b>CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:</b>	T. TANNER	<b>CONTACT PHONE #:</b>	(734)367-8600
<b>CCI / FM CONTACT E-MAIL:</b>	<a href="mailto:tannert@michigan.gov">tannert@michigan.gov</a>	<b>CONTACT FAX #:</b>	(734)722-5562
LOCATION INFORMATION			
<b>OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:</b>	SUN-SAT	<b>OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:</b>	24 HOUR FACILITY
<b>ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)</b>	4 TRACTION ELEVATORS	<b>(FILL IN IF NEEDED)</b>	
<b>IDENTIFY DAYS OF SERVICE:</b>	SUN-SAT	<b>IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]</b>	6 AM TO 6 AM



SECTION II – PRICING SHEET SUMMARY

**ELEVATOR MAINTENANCE SERVICES**

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete)	ANNUAL PRICE (Vendor Complete)
<input checked="" type="checkbox"/>	Traction Elevators (4)	MO	12	\$ 1,228.00	\$ 14,736.00
<input type="checkbox"/>	Service Elevator (As Needed)	(On-Call)	(On-Call)	\$	\$
<input type="checkbox"/>	Escalator Maintenance			\$	\$
<input type="checkbox"/>	Labor			\$	\$
<input type="checkbox"/>	Parts			\$	\$
<input type="checkbox"/>	Wiring Diagrams, Parts List & Parts Catalogs			\$	\$
<input type="checkbox"/>	Tools			\$	\$
<input type="checkbox"/>	Lubricants			\$	\$
<input type="checkbox"/>	Equipment Adjusting			\$	\$
<input type="checkbox"/>	Cleaning / Painting			\$	\$
<input type="checkbox"/>	Barriers / Barricades			\$	\$
<input type="checkbox"/>	Tests			\$	\$
<input type="checkbox"/>	Emergency Service			\$	\$
<input type="checkbox"/>	Records			\$	\$
<input type="checkbox"/>	Examination of Premises			\$	\$
<input type="checkbox"/>	Elevators Removed from Service			\$	\$
<input type="checkbox"/>	Inspection			\$	\$
<input type="checkbox"/>	State Ordered Repairs			\$	\$
<input type="checkbox"/>	Cost of Insurance (refer to Terms and Conditions)			\$	\$
<input type="checkbox"/>	Cost of Fringe Benefits (if not included as part of labor rate)			\$	\$
<input type="checkbox"/>	Other Costs – (Provide detailed list or add rows to this table as needed)			\$	\$
<input checked="" type="checkbox"/>	OTHER COSTS – EMERGENCY SERVICE NOT COVERED BY CONTRACT- LABOR			\$ *	\$ *
<input checked="" type="checkbox"/>	OTHER COSTS – EMERGENCY SERVICE NOT COVERED BY CONTRACT- PARTS			\$	
<b>SUBTOTAL</b>					<b>\$ 14,736.00</b>
<i>3 YEAR TOTAL</i>					<b>\$ 44,208.00</b>

\*Included in monthly price.



DEPARTMENT OF  
**Management & Budget**

**FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:**

**UNIT PRICE BREAKDOWN:**

Parts	\$ <u>197.00</u>	- Average monthly cost.
Labor	\$ <u>1,031.00</u>	- Average monthly cost.
Straight time per hour	\$ <u>38.81</u>	
Fringe benefits per hour	\$ <u>19.49</u>	

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

**\*\*\*The company that built these elevators, PAYNE, is no longer in business. Parts are not easy to come by.**



## EMERGENCY SERVICE RATES PER HOUR

A. **Monday through Friday** after 5:00 p.m. and before 8:00 a.m. rate (overtime portion) \$ 87.50

(full rate \$ 125.00 + \$ 87.50 ) = \$ 212.50

B. **Weekend rate** (5:00 p.m. Friday through 8:00 a.m. Monday), (overtime portion) Friday/Saturday \$ 87.50

(full rate \$ 125.00 + \$ 87.50 ) = \$ 212.50

(overtime portion) Sunday \$ 107.50

(full rate \$ 125.00 + \$ 87.50 ) = \$ 232.50

C. **Holiday rate** (12:00 a.m. through 11:59 p.m. on holiday dates), (overtime portion) \$ 107.50

(full rate \$ 125.00 + \$ 107.50 ) = \$ 232.50

Note any other special hourly rate information; NONE

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

**January 1<sup>st</sup>, New Years Day, Memorial Day, Independence Day, July 4<sup>th</sup>,  
Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day,  
Veteran's Day**



**MAINTENANCE, REPAIR & OPERATIONS (MRO)  
ELEVATOR MAINTENANCE – CONTRACT#: 071B8200049**

**LOCATION SPECIFICATION SHEET (LSS)**

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

**SECTION I – PLACE OF SERVICES REQUESTED**

**LOCATION:**

<b>CONTRACT INFORMATION</b>			
<b>ESTIMATED CONTRACT START DATE:</b>	01/01/08	<b>CONTRACT END DATE:</b>	1/01/11
<b>PREVIOUS BPO #:</b>	071B3001263		
<b>CONTRACT INFORMATION:</b>			
<b>CONTRACTING AGENCY NAME:</b>	DMB – Facilities Administration		
<b>BUILDING NAME AND NUMBER:</b>	Various		
<b>BUILDING ADDRESS:</b>	Various		
<b>REGION / COUNTY:</b>	University / Ingham & Eaton Counties		
<b>PROCUREMENT CONTACT INFORMATION</b>			
<b>PROCUREMENT OFFICE NAME:</b>	DMB-Financial Services, Procurement & Contract Mgmt. Unit		
<b>PROCUREMENT OFFICE CONTACT NAME:</b>	Denice Ballard	<b>CONTACT PHONE #:</b>	517-373-7567
<b>PROCUREMENT OFFICE CONTACT E-MAIL:</b>	<a href="mailto:ballardd@michigan.gov">ballardd@michigan.gov</a>	<b>CONTACT FAX #:</b>	517-241-4856
<b>CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:</b>	Dave Stevens	<b>CONTACT PHONE #:</b>	517-373-2107
<b>CCI / FM CONTACT E-MAIL:</b>	<a href="mailto:Stevensd1@michigan.gov">Stevensd1@michigan.gov</a>	<b>CONTACT FAX #:</b>	517-373-7052
<b>LOCATION INFORMATION</b>			
<b>OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:</b>	Monday - Friday	<b>OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:</b>	8:00 A.M. to 5:00 P.M.
<b>ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)</b>	N/A	<b>(FILL IN IF NEEDED)</b>	N/A
<b>IDENTIFY DAYS OF SERVICE:</b>	See Below	<b>IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]</b>	7:00 A.M. to 5:00 P.M.



## EMERGENCY SERVICE RATES PER HOUR

- A. **Monday through Friday** after 5:00 p.m. and before 8:00 a.m. rate (overtime portion)     \$ 87.50  
(full rate \$ 125.00 + \$ 87.50)     =     \$ 212.50
- B. **Weekend rate** (5:00 p.m. Friday through 8:00 a.m. Monday), (overtime portion) Friday/Saturday     \$ 87.50  
(full rate \$ 125.00 + \$ 87.50 )     =     \$ 212.50  
  
(overtime portion)     Sunday     \$ 107.50  
(full rate \$ 125.00 + \$ 107.50 )     =     \$ 232.50
- C. **Holiday rate** (12:00 a.m. through 11:59 p.m. on holiday dates), (overtime portion)     \$ 107.50  
(full rate \$ 125.00 + \$ 107.50 )     =     \$ 232.50

Note any other special hourly rate information; NONE

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

January 1<sup>st</sup>,    New Years Day,    Memorial Day,    Independence Day,    July 4<sup>th</sup>  
Labor Day,    Thanksgiving Day,    Day after Thanksgiving,    Christmas Day    Veteran's Day



**ELEVATOR BUILDING SPECIFICATIONS – ATTACHMENT A**

Location Bldg Name Address Facility Manager (primary contact) Phone Number	Elevator Manufacturer	Equipment Serial number(s)	Type of Equipment	Number of Units	Monthly Maintenance Per Unit Price (Vendor Completes)	Monthly Total Maintenance Price (Vendor Completes Number Units x Monthly Unit Price) <b>Annual</b>
<b>CAPITOL COMPLEX:</b>						
Lewis Cass Bldg. 320 S. Walnut St. Lansing, MI Rudy Pulido (517) 373-6228	Haughton	5746	Freight	1	\$ 276.00	\$ 3,312.00
Lewis Cass Bldg. 320 S. Walnut St. Lansing, MI Rudy Pulido (517) 373-6228	Haughton	5738, 5739	Passenger	2	\$ 630.00	\$ 7,560.00
Grand Tower 235 S. Grand Ave. Lansing, MI Larry Scates (517) 335-4273	Otis	605921, 605922, 605923, 605924, 605925	Gearless Passenger	5	\$ 1,800.00	\$ 21,600.00
Grand Tower 235 S. Grand Ave. Lansing, MI Larry Scates (517) 335-4273	Otis	605926	Geared Passenger	1	\$ 306.00	\$ 3,672.00
Lottery Bldg. 101 E. Hillsdale Lansing, MI Larry Scates (517) 335-4273	Otis	25618, 25619	Passenger	2	\$ 552.00	\$ 6,672.00
Stevens T. Mason Bldg. 530 W. Allegan St. Lansing, MI Susan Stuck (517) 373-9524	Haughton	7251, 7252, 7253, 7254	Passenger	4	\$ 1,259.00	\$ 15,108.00
Stevens T. Mason Bldg. 530 W. Allegan St. Lansing, MI Susan Stuck (517) 373-9524	Haughton	7255	Freight	1	\$ 315.00	\$ 3,780.00
Stevens T. Mason Bldg. 530 W. Allegan St. Lansing, MI Susan Stuck (517) 373-9524		N/A	Chairlift	1	\$ 79.00*	\$ 158.00*
Ottawa/Hannah Buildings 611 W. Ottawa St. Lansing, MI Larry Rosenbrook (517) 373-2163	Otis	20020, 20021, 20022, 20023, 20024, 20027, 20028, 20029, 20030, 20031	Passenger	10	\$ 2,755.00	\$ 33,060.00
Ottawa/Hannah Buildings 611 W. Ottawa St. Lansing, MI Larry Rosenbrook (517) 373-2163	Otis	20025, 20026	Freight	2	\$ 552.00	\$ 6,624.00
Van Wagoner Bldg. 425 W. Ottawa St. Lansing, MI Susan Stuck (517) 373-9524	Otis	11686, 11687, 11688, 11689, 11690, 11691, 11692, 11693	Passenger	8	\$ 2,208.00	\$ 26,496.00



Van Wagoner Bldg. 425 W. Ottawa St. Lansing, MI Susan Stuck (517) 373-9524	Otis	11694	Freight	1	\$ 276.00	\$ 3,312.00
G. Mennen Williams Bldg. 525 W. Ottawa St. Lansing, MI Susan Stuck (517) 373-9524	Otis	16695, 16696, 16697, 16698	Passenger	4	\$ 1,104.00	\$ 13,248.00
G. Mennen Williams Bldg. 525 W. Ottawa St. Lansing, MI Susan Stuck (517) 373-9524	Otis	16699	Freight	1	\$ 276.00	\$ 3,312.00
Constitution Hall 525 W. Allegan St. Lansing, MI Bob Bierwagen (517) 241-7208	Otis	36735, 36736, 36738, 36739, 36740, 36741, 37243, 37244, 37245, 37246,	Passenger	10	\$ 3,860.00	\$ 46,320.00
Constitution Hall 525 W. Allegan St. Lansing, MI Bob Bierwagen (517) 241-7208	Otis	36737	Freight	1	\$ 306.00	\$ 3672.00
Hall of Justice (HOJ) 925 W. Ottawa St. Lansing, MI Bob Bierwagen (517) 241-7208	ThyssenKrupp	CL8875, CL8876, CL8877, CL8878, CL8880, CL8881, EL8882, EL8883, EL8884	Passenger	9	\$ 2,817.00	\$ 33,804.00
Hall of Justice (HOJ) 925 W. Ottawa St. Lansing, MI Bob Bierwagen (517) 241-7208	ThyssenKrupp	CL8879	Freight	1	\$ 306.00	\$ 3,672.00
MI Library & Historical Center (MLHC) 702 W. Kalamazoo St. Lansing, MI Anita Stevens (517) 373-7110	Otis	24048, 24049, 24050, 24051, 24052, 24783	Passenger	6	\$ 1,446.00	\$ 17,352.00
MI Library & Historical Center (MLHC) 702 W. Kalamazoo St. Lansing, MI Anita Stevens (517) 373-7110	Otis	24053, 24359	Freight	2	\$ 482.00	\$ 5,784.00
George W. Romney Bldg. 111 S. Capitol Lansing, MI Steve Doty (517) 373-2177	Montgomery	206457, 206458, 206459, 206460	Passenger	4	\$ 1,360.00	\$ 16,320.00
George W. Romney Bldg. 111 S. Capitol Lansing, MI Steve Doty (517) 373-2177	Montgomery	26547	Private	1	\$ 375.00	\$ 4,500.00
George W. Romney Bldg. 111 S. Capitol Lansing, MI Steve Doty (517) 373-2177	Montgomery	26546	Freight	1	\$ 375.00	\$ 4,500.00
Richard Austin Bldg. 430 W. Allegan St. Lansing, MI Rudy Pulido (517) 373-6228	Otis	11328, 11329, 11330, 11331, 11332, 11333, 11335, 11336	Passenger	8	\$ 2,208.00	\$ 26,496.00



Richard Austin Bldg. 430 W. Allegan St. Lansing, MI Rudy Pulido (517) 373-6228	Otis	11334	Freight	1	\$ 276.00	\$ 3,312.00
<b>SECONDARY COMPLEX:</b>						
General Office Building 7150 Harris Drive Dimondale, MI Karin Carver (517) 322-1499	Haughton	16132, 16133, 16134, 16135	Passenger	4	\$ 564.00	\$ 6,768.00
General Office Building 7150 Harris Drive Dimondale, MI Karin Carver (517) 322-1499	Haughton	16136	Freight	1	\$ 141.00	\$ 1,692.00
MSP Training Academy 7426 N. Canal Road Dimondale, MI Karin Carver (517) 322-1499	Otis	15584, 15585	Passenger	2	\$ 552.00	\$ 6,624.00
Operations Center 7285 Parsons Drive Dimondale, MI Fred Evenson (517) 636-6103	Schindler	38452, 38583, 38579, 38580, 38585, 38586	Passenger	6	\$ 846.00	\$ 10,152.00
Operations Center 7285 Parsons Drive Dimondale, MI Fred Evenson (517) 636-6103	Schindler	38453	Service	1	\$ 141.00	\$ 1,692.00
Secretary of State Bldg 7064 Crowner Drive Dimondale, MI Greg Wittmann (517) 322-1494	Dover	14303, 14304	Passenger	2	\$ 282.00	\$ 3,384.00
Vehicle & Travel Services Building 6951 Crowner Drive Dimondale, MI Greg Wittmann (517) 322-1494	Otis	24321	Passenger	1	\$ 141.00	\$ 1,692.00
<b>NORTH COMPLEX:</b>						
Roosevelt Ramp 222 Seymour Street Lansing, MI Jason Nairn (517) 241-2188	Otis	40330	Passenger	1	\$ 276.00	\$ 3,312.00
State Combined Lab 3350 N. MLK, Jr. Blvd. Lansing, MI John Blackney (517) 335-9241	Schindler	27464	Passenger	1	\$ 141.00	\$ 1,692.00

The facility managers are the primary contact for questions concerning their specific buildings and scheduling maintenance. The facility manager has the authority to contact the contractor for unscheduled repairs.



## SPECIFICATIONS INTRODUCTION

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

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

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

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

## TRACTION ELEVATORS

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

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

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

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

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

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

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

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

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

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

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

**HYDRAULIC ELEVATOR / LIFTS**

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

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

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

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

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

**ESCALATOR**

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

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

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

**MAINTENANCE, REPAIR & OPERATIONS (MRO)****Elevator Maintenance  
CONTRACT#: 071B820049****LOCATION SPECIFICATION SHEET (LSS)**

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

**SECTION I – PLACE OF SERVICES REQUESTED****LOCATION:**

<b>CONTRACT INFORMATION</b>			
<b>ESTIMATED CONTRACT START DATE:</b>	12/01/2007	<b>CONTRACT END DATE:</b>	12/01/2010
<b>PREVIOUS BPO #:</b>			
<b>CONTRACT INFORMATION:</b>			
<b>CONTRACTING AGENCY NAME:</b>	Gus Harrison Correctional Facility		
<b>BUILDING NAME AND NUMBER:</b>	Bldg. #100, Housing Units #3, #4 and #6		
<b>BUILDING ADDRESS:</b>	2727 E. Beecher St., Adrian, MI 49221		
<b>REGION / COUNTY:</b>	Lenawee County		
<b>PROCUREMENT CONTACT INFORMATION</b>			
<b>PROCUREMENT OFFICE NAME:</b>	Gus Harrison Corr. Facility		
<b>PROCUREMENT OFFICE CONTACT NAME:</b>	<b>Betsy Schoolmaster</b>	<b>CONTACT PHONE #:</b>	<b>517-265-3900 3110</b>
<b>PROCUREMENT OFFICE CONTACT E-MAIL:</b>	<a href="mailto:schoolbt@michigan.gov">schoolbt@michigan.gov</a>	<b>CONTACT FAX #:</b>	517-266-2801
<b>CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:</b>	Robert Sullivan	<b>CONTACT PHONE #:</b>	517-265-3900 3305
<b>CCI / FM CONTACT E-MAIL:</b>	<a href="mailto:sullivjr@michigan.gov">sullivjr@michigan.gov</a>	<b>CONTACT FAX #:</b>	517-266-2801
<b>LOCATION INFORMATION</b>			
<b>OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:</b>	7 Days a week	<b>OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:</b>	24 hours/day
<b>ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)</b>		<b>(FILL IN IF NEEDED)</b>	
<b>IDENTIFY DAYS OF SERVICE:</b>	365	<b>IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]</b>	24 hours/day



**SECTION II – PRICING SHEET SUMMARY**

**ELEVATOR MAINTENANCE SERVICES**

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete) MONTHLY	ANNUAL PRICE (Vendor Complete)
<input type="checkbox"/>	Traction Elevators			\$	\$
<input checked="" type="checkbox"/>	Hydraulic Elevator / Lifts		6	\$ 175.00	\$ 2,100.00
<input type="checkbox"/>	Escalator Maintenance			\$	\$
<input checked="" type="checkbox"/>	Labor			\$	\$
<input checked="" type="checkbox"/>	Parts		AS NEEDED	\$ *	\$ *
<input type="checkbox"/>	Wiring Diagrams, Parts List & Parts Catalogs			\$	\$
<input type="checkbox"/>	Tools			\$	\$
<input checked="" type="checkbox"/>	Lubricants		AS NEEDED	\$ *	\$ *
<input checked="" type="checkbox"/>	Equipment Adjusting		QUARTERLY	\$ *	\$ *
<input type="checkbox"/>	Cleaning / Painting			\$	\$
<input type="checkbox"/>	Barriers / Barricades			\$	\$
<input checked="" type="checkbox"/>	Tests		YEARLY	\$ *	\$ *
<input checked="" type="checkbox"/>	Emergency Service		6	\$ *	\$ *
<input checked="" type="checkbox"/>	Records	DONE W/INSPECT	5	\$ *	\$ *
<input type="checkbox"/>	Examination of Premises			\$	\$
<input type="checkbox"/>	Elevators Removed from Service			\$	\$
<input checked="" type="checkbox"/>	Inspection	1-YEARLY 4-QUARTERLY	QUARTERLY	\$ *	\$ *
<input type="checkbox"/>	State Ordered Repairs			\$	\$
<input type="checkbox"/>	Cost of Insurance (refer to Terms and Conditions)			\$	\$
<input type="checkbox"/>	Cost of Fringe Benefits (if not included as part of labor rate)			\$	\$
<input type="checkbox"/>	Other Costs – (Provide detailed list or add rows to this table as needed)			\$	\$
<b>SUBTOTAL</b>					<b>\$ 2,100.00</b>
<b>3 YEAR TOTAL</b>					<b>\$ 6,300.00</b>

\*Included in price per occasion (monthly price). Annual price is the monthly price x 12 months. State requires full load test every 36 months. Full load test included.

**FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:**

**UNIT PRICE BREAKDOWN:**

Parts \$ 28.00 Monthly average cost  
 Labor \$ 147.00 Monthly average cost  
 Straight time per hour \$ 38.81  
 Fringe benefits per hour \$ 19.49

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

**EMERGENCY SERVICE RATES PER HOUR**

- A. **Monday through Friday** after 5:00 p.m. and before 8:00 a.m. rate (overtime portion)     \$ 87.50  
 (full rate \$ 125.00 + \$ 87.50)             =     \$ 212.50
- B. **Weekend rate** (5:00 p.m. Friday through 8:00 a.m. Monday), (overtime portion) Friday/Saturday     \$ 87.50  
 (full rate \$ 125.00 + \$ 87.50)             =     \$ 212.50  
 (overtime portion)     Sunday             \$ 107.50  
 (full rate \$ 125.00 + \$ 107.50)             =     \$ 232.50
- C. **Holiday rate** (12:00 a.m. through 11:59 p.m. on holiday dates), (overtime portion)     \$ 107.50  
 (full rate \$ 125.00 + \$ 107.50)             =     \$ 232.50

Note any other special hourly rate information; NONE

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

**January 1<sup>st</sup>, New Years Day, Memorial Day, Independence Day, July 4<sup>th</sup>**  
**Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, \*Veteran's Day**

**MAINTENANCE, REPAIR & OPERATIONS (MRO)****Elevator Maintenance  
CONTRACT#: 071B820049****LOCATION SPECIFICATION SHEET (LSS)**

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

**SECTION I – PLACE OF SERVICES REQUESTED****LOCATION:**

<b>CONTRACT INFORMATION</b>			
<b>ESTIMATED CONTRACT START DATE:</b>	01/01/08	<b>CONTRACT END DATE:</b>	01/01/11
<b>PREVIOUS BPO #:</b>	071B3001252		
<b>CONTRACT INFORMATION:</b>			
<b>CONTRACTING AGENCY NAME:</b>	DMB – Facilities Administration		
<b>BUILDING NAME AND NUMBER:</b>	Grand Rapids State Office Building		
<b>BUILDING ADDRESS:</b>	350 Ottawa, N.W., Grand Rapids, MI 49503		
<b>REGION / COUNTY:</b>	Grand		
<b>PROCUREMENT CONTACT INFORMATION</b>			
<b>PROCUREMENT OFFICE NAME:</b>	DMB-Financial Services, Procurement & Contract Management		
<b>PROCUREMENT OFFICE CONTACT NAME:</b>	Denice Ballard	<b>CONTACT PHONE #:</b>	517-373-7567
<b>PROCUREMENT OFFICE CONTACT E-MAIL:</b>	<a href="mailto:ballardd@michigan.gov">ballardd@michigan.gov</a>	<b>CONTACT FAX #:</b>	517-241-4856
<b>CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:</b>	Frank Broderick	<b>CONTACT PHONE #:</b>	616-356-0162
<b>CCI / FM CONTACT E-MAIL:</b>	<a href="mailto:broderickf@michigan.gov">broderickf@michigan.gov</a>	<b>CONTACT FAX #:</b>	616-356-0161
<b>LOCATION INFORMATION</b>			
<b>OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:</b>	Monday – Friday	<b>OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:</b>	7:00 – 5:00
<b>ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)</b>	N/A	<b>(FILL IN IF NEEDED)</b>	
<b>IDENTIFY DAYS OF SERVICE:</b>	Monday – Friday	<b>IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. To 5:30 P.M.]</b>	7:00 – 5:00



**SECTION II – PRICING SHEET SUMMARY**

**ELEVATOR MAINTENANCE SERVICES**

Check all that apply	DESCRIPTION OF SERVICES	UNIT OF MEASURE (Agency complete)	ESTIMATED SERVICES PER YEAR (agency complete)	PRICE PER OCCASION (Vendor Complete) <b>MONTHLY</b>	ANNUAL PRICE (Vendor Complete)
✓	Traction Elevators	5	60	\$ 1,802.00	\$ 21,624.00
<input type="checkbox"/>	Hydraulic Elevator / Lifts			\$	\$
<input type="checkbox"/> **	Escalator Maintenance	2		\$ 618.00	\$ 7,416.00
✓	Labor		As Needed	\$ *	\$ *
✓	Parts		As Needed	\$ *	\$ *
✓	Wiring Diagrams, Parts List & Parts Catalogs		As Needed	\$ *	\$ *
<input type="checkbox"/>	Tools			\$	\$
✓	Lubricants		As Needed	\$ *	\$ *
✓	Equipment Adjusting		As Needed	\$ *	\$ *
✓	Cleaning / Painting		As Needed	\$ *	\$ *
✓	Barriers / Barricades		As Needed	\$ *	\$ *
✓	Tests		As Needed	\$ *	\$ *
✓	Emergency Service		As Needed	\$ *	\$ *
✓	Records		As needed	\$ *	\$ *
<input type="checkbox"/>	Examination of Premises			\$	\$
✓	Elevators Removed from Service		As Needed	\$ *	\$ *
✓	Inspection		Monthly	\$ *	\$ *
✓	State Ordered Repairs		As Needed	\$ *	\$ *
<input type="checkbox"/>	Cost of Insurance (refer to Terms and Conditions)			\$	\$
<input type="checkbox"/>	Cost of Fringe Benefits (if not included as part of labor rate)			\$	\$
<input type="checkbox"/>	Other Costs – (Provide detailed list or add rows to this table as needed)			\$	\$
<b>SUBTOTAL</b>					<b>\$ 29,040.00</b>
<b>3 YEAR TOTAL</b>					<b>\$ 87,120.00</b>

\*Included in price per occasion (monthly price). Annual price is the monthly price x 12 months.

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

**FOR INFORMATIONAL PURPOSES ONLY, QUOTE THE FOLLOWING RATES:****UNIT PRICE BREAKDOWN:**

Parts	\$ <u>387.00</u>	Monthly average cost
Labor	\$ <u>2,033.00</u>	Monthly average cost
Straight time per hour	\$ <u>38.81.00</u>	
Fringe benefits per hour	\$ <u>19.49</u>	

**(Other information of importance that the Agency may want the Contractor to know)****EMERGENCY SERVICE RATES PER HOUR**

- A. **Monday through Friday** after 5:00 p.m. and before 8:00 a.m. rate (overtime portion)     \$ 87.50  
 (full rate \$ 125.00 + \$ 87.50)                             =     \$ 212.50
- B. **Weekend rate** (5:00 p.m. Friday through 8:00 a.m. Monday), (overtime portion) Friday/Saturday     \$ 87.50  
 (full rate \$ 125.00 + \$ 87.50)                             =     \$ 212.50  
  
 (overtime portion)     Sunday     \$ 107.50  
 (full rate \$ 125.00 + \$ 107.50)                             =     \$ 232.50
- C. **Holiday rate** (12:00 a.m. through 11:59 p.m. on holiday dates), (overtime portion)     \$ 107.50  
 (full rate \$ 125.00 + \$ 107.50)                             =     \$ 232.50

Note any other special hourly rate information; NONE

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

**January 1<sup>st</sup>, New Years Day,     Memorial Day,     Independence Day,     July 4<sup>th</sup>**  
**Labor Day,     Thanksgiving Day,     Day after Thanksgiving,     Christmas Day     \*Veteran's Day**

**LISTING OF MAKE AND SERIAL NUMBER OF EQUIPMENT TO BE SERVICED**

ITEM	MANUFACTURER	TYPE OF SERVICE	SERIAL #.
1	Haughton	Private	16439
2	Haughton	Passenger	16440
3	Haughton	Passenger	16441
4	Haughton	Passenger	16442
5	Haughton	Passenger	16443

**SPECIFICATIONS INTRODUCTION**

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

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

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

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

**TRACTION ELEVATORS**

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

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

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

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

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

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

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

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

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



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

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

### **HYDRAULIC ELEVATOR / LIFTS**

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

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

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

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

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

### **ESCALATOR**

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

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

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