

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

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 1
 to
 CONTRACT NO. 071B5500139
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Corrigan Moving Systems 23923 Research Dr. Farmington Hills, MI 48335	Chase Robison	crobison@corriganmoving.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(810) 235-9700	4212

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

CONTRACT SUMMARY			
DESCRIPTION: Moving of Office Equipment and Supplies – Department of Technology, Management and Budget Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/1/2015	9/30/2018	2, one year	9/30/2018
PAYMENT TERMS		DELIVERY TIMEFRAME	
1% discount 10 days – Net 45 days		F.O.B. Destination	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$750,000.00		\$0.00	\$750,000.00	

DESCRIPTION: Effective December 21, 2015, the following amendment is hereby incorporated into the contract. Corrections to Exhibit B – Pricing and Exhibit C – Pricing/Order Form.
 All other terms, conditions, specifications and pricing remain the same. Per contractor request, and DTMB Procurement approval.

STATE OF MICHIGAN

Contract No. 071B5500139
Moving of Office Equipment and Supplies

EXHIBIT B PRICING

1. Price proposals include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

A. The following rates apply for work performed when the Contractor arrives at the Origin site until they leave the Destination site.		
Move Personnel		Rate/Hour
Move Supervisor	Straight Time	\$31.00
	Includes Saturday	\$43.00
	Overtime (after 8hrs)	\$43.00
	Double-Time	N/A
	Sunday/Weekend	\$43.00
Mover	Straight Time	\$26.00
	Includes Saturday	\$26.00
	Overtime (after 8hrs)	\$26.00
	Double-Time	N/A
	Sunday/Weekend	\$26.00
Project Manager	Straight Time	No Charge
	Includes Saturday	N/A
	Overtime (after 8hrs)	N/A
	Double Time	N/A
	Sunday/Weekend	N/A
Driver	Straight Time	\$31.00
	Includes Saturday	\$43.00
	Overtime (after 8hrs)	\$43.00
	Double Time	N/A
	Sunday/Weekend	\$43.00
Project management will be offered free of charge.		

B. The following rates apply for work performed when the Contractor arrives at the Origin site until they leave the Destination site.	
Transport/Moving Vehicles	Cost
Tractor/Trailers: Rate Per Hour:	\$15.00
Tractor/Trailers: Storage per Day	\$35.00
Tractor/Trailers: Storage per Week	\$125.00
Tractor/Trailers: Storage per Month	\$400.00
Large Truck (over 28 feet): Rate per Hour	\$15.00
Small Truck: Rate Per Hour	\$15.00
Van: Rate Per Hour	\$15.00
Charge for mileage is included in the hourly rates for Transport/Moving vehicles.	

C. Mobilization/Demobilization Rates for Contractor moves in the <i>Greater Lansing Area</i> (Rates shall include ALL costs)(these rates are for vehicle and personnel costs from the Contractors location to the origin site and from the destination site)					
	Driver Only	Driver + One Mover	Driver + Two Movers	Driver + Three Movers	Driver + Four Movers
*All vehicles	\$23.00	\$36.00	\$51.50	\$64.50	\$77.50
*Vehicles include van, small & large truck, and tractor trailer.					
D. Mobilization/Demobilization Rates for Contractor moves in the <i>Detroit Metro Area</i> (Rates shall include ALL costs) (these rates are for vehicle and personnel costs from the Contractors location to the origin site and from the destination site)					
	Driver Only	Driver + One Mover	Driver + Two Movers	Driver + Three Movers	Driver + Four Movers
*All vehicles	\$23.00	\$36.00	\$51.50	\$64.50	\$77.50
*Vehicles include van, small & large truck, and tractor trailer.					
E. Mileage rates for Mobilization/Demobilization for Contractor moves from Contractor's location to origin site, and from destination site to Contractor's location (Max. 200 miles). Mileage rates shall include ALL costs. These rates apply to moves when the origin and/or destination sites are outside the Greater Lansing and Metro Detroit areas up to a round trip maximum of 200 miles) Chargeable mileage is one way from the Contractor location to the origin and/or destination sites. Round trip must not exceed 200 miles or premium time rates and/or overnight charges may apply. The Contractor must provide a written estimate for deliveries exceeding the mileage limit.					
	Driver Only	Driver + One Mover	Driver + Two Movers	Driver + Three Movers	Driver + Four Movers
*All vehicles	\$1.50 Per mile	\$2.00 Per mile	\$2.50 Per mile	\$3.00 Per mile	\$3.50 Per mile
*Vehicles include van, small & large truck, and tractor trailer.					
F. Office or Laboratory (rate/hour)					
Packing Charge (hourly)	\$26.00				
Computer/IT Equipment (hourly)	\$26.00				
Unpacking Charge (hourly)	\$26.00				
Computer/IT Equipment (hourly)	\$26.00				
G. Delivery charge for cardboard boxes and supplies other than reusable plastic bins:					
	Cost				
One Time Drop or one time pickup (Greater Lansing Area)	\$92.00				
One Time Drop or one time pickup (Metro Detroit Area)	\$92.00				
Mileage Rate for One Time Drop or one time pickup (**Blended rate to include all costs. Maximum round trip 300 miles)	\$1.50 Per mile				
Hourly Rate	\$46.00				
**Chargeable mileage is from Contractor location to delivery site. Round trip must not exceed 300 miles or premium time rates and/or overnight charges may apply. The Contractor must provide a written estimate for deliveries exceeding the mileage limit.					
H. Reusable Plastic Bins/Totes					
Rental charge for reusable plastic bins with or without mover assistance (1 dolly included per 4 bins)	\$0.19				
DELIVERY CHARGES: Includes drop delivery at dock/service door. Multi-area Bin distribution is not included in delivery fees, and is subject to Hourly rates listed below.					
Hourly rate for Bin distribution	\$46				
Charge for 1 pickup or 1 delivery of Reusable Plastic Bins with or without mover assistance (Greater Lansing Area)	\$100				
Charge for 1 pickup or 1 delivery of Reusable Plastic Bins with or without mover assistance (Metro Detroit Area)	\$100				
Mileage charge for 1 pickup or 1 delivery of Reusable Plastic Bins with or without mover assistance (*Blended rate to include all costs. Maximum round trip 300 miles)	\$1.50 Per mile				
Maximum Charge for 1 destroyed or unreturned Reusable Plastic Bin	\$55.00				

Maximum Charge for 1 destroyed or unreturned dolly	\$75.00		
*Chargeable mileage is from Contractor location to delivery site. Round trip must not exceed 300 miles or premium time rates and/or overnight charges may apply. The Contractor must provide a written estimate for deliveries exceeding the mileage limit.			
I. Moving Equipment and Supplies			
	Rental (per day)	Rental (per week)	Purchase
Masonite fiberboard – for floor protection (4' x 8') sheet:	\$1.00	\$4.50	\$18.00
1/2" Plywood – for floor protection (sheet)	\$1.10	\$6.00	\$24.00
1/4" Plywood – for floor protection (sheet)	\$1.00	\$5.25	\$20.50
Protection Material (walls/doorways/floors) Foam Insulation Sheets:	\$1.00	\$4.00	\$13.00
Protection Material (walls/doorways/floors) Cardboard Sheets:	\$1.50	\$2.00	\$8.00
Speed Pack – (39 x28 x 24) 1 dolly included	\$2.00	\$10.00	\$50.00
speed pack without dolly – purchase price			\$15.00
4-wheel dolly for use with speed pack – purchase price			\$35.00
	Rental (per day)	Rental (per week)	Purchase
6.0 Cartons (24 x 18 x 24)	\$0.08	\$0.60	\$2.40
4.5 Cartons (18 x 18 x 24)	\$0.07	\$0.48	\$1.90
3.0 Cartons (18 x 18 x 16)	\$0.05	\$0.37	\$1.45
Legal Tote Boxes/Cartons (24 x 16 x 13)	\$0.14	\$1.00	\$4.00
Letter Tote Boxes/Cartons (24 x 12 x 12)	\$0.10	\$0.75	\$3.00
1.5 Cartons (17 x 13 x 13)	\$0.03	\$0.22	\$0.85
Specialty Cartons (Specify size and type if applicable):	Available upon request		Various Cost
Size: _____			
Size: _____			
Charge for Destroyed Boxes: (type, number, material made of cardboard, etc.)	Purchase price charged		
	Rental (per day)	Rental (per week)	Purchase
Carts (CRT)	\$4.00	\$20.00	NA
Library/Panel Carts	\$4.00	\$20.00	NA
Pads	No Charge	\$2.00	\$12.00
Dish Pack	\$0.12	\$0.89	\$3.55
			Purchase
Bubble Warp, small 3/16 – 24" x 750" roll – perf 12"			\$104.35
Bubble Wrap, large 1/2 - 24" x 250" roll – perf 12"			\$43.20
Bubble Wrap, large 1/2 - 48" x 250" roll – perf 12"			\$80.70
Bubble Dispenser, small 12" x 150" – perf 12"			\$15.20
Bubble Dispenser, large 12" x 100" – perf 12"			\$16.55
Cellulose Wadding 6 ply – 36" x 72"			\$1.50
Cellulose Wadding 6 ply – 48" x 72"			\$1.75
Cellulose Wadding 6 ply – 60" x 72"			\$2.00
Paper Pack – Wrapping – White Sheet			\$1/ lb.
Shrink/Stretch Wrap – 18" x 1500' rolls			\$15.00
Corrugated Roll – 36" x 250' single face			\$46.10

Box Tape 2" x 55 yards	\$1.50
Labels – Pack (300 per pack)	\$10.00
Computer bags	\$1.50

J. Storage/Warehousing	Per Day	Per Week	Per Month
Warehousing (per sq. ft.)	\$0.25	\$0.35	\$1.00

Quick payment terms	_____ 1 _____ % discount off invoice if paid within _____ 10 _____ days
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- The above pricing is firm. No additional fees or charges will be accepted.

STATE OF MICHIGAN

Contract #071B5500139

EXHIBIT C

ORDER/PRICE SHEET

A. The following rates apply for work performed when the Contractor arrives at the Origin site until they leave the Destination site.

Move Personnel	Rate/Hour	# of Hours	# of Personnel	Total
Move Supervisor	Straight Time	\$31.00		\$0.00
	Includes Saturday	\$43.00		\$0.00
	Overtime (after 8hrs)	\$43.00		\$0.00
	Double-Time	\$0.00		\$0.00
	Sunday/Weekend	\$43.00		\$0.00
Mover	Straight Time	\$26.00		\$0.00
	Includes Saturday	\$26.00		\$0.00
	Overtime (after 8hrs)	\$26.00		\$0.00
	Double-Time	\$0.00		\$0.00
	Sunday/Weekend	\$26.00		\$0.00
Project Manager	Straight Time	\$0.00		\$0.00
	Includes Saturday	\$0.00		\$0.00
	Overtime (after 8hrs)	\$0.00		\$0.00
	Double-Time	\$0.00		\$0.00
	Sunday/Weekend	\$0.00		\$0.00
Driver	Straight Time	\$31.00		\$0.00
	Includes Saturday	\$43.00		\$0.00
	Overtime (after 8hrs)	\$43.00		\$0.00
	Double-Time	\$0.00		\$0.00
	Sunday/Weekend	\$43.00		\$0.00
Project management will be offered free of charge.			SUBTOTAL	\$0.00

B. The following rates apply for work performed when the Contractor arrives at the Origin site until they leave the Destination site.

Transport/Moving Vehicles	Cost	# Hours	Quantity	Total
Tractor/Trailers: Rate Per Hour:	\$15.00			\$0.00
Tractor/Trailers: Storage per Day	\$35.00			\$0.00
Tractor/Trailers: Storage per Week	\$125.00			\$0.00
Tractor/Trailers: Storage per Month	\$400.00			\$0.00
Large Truck (over 28 feet): Rate per Hour	\$15.00			\$0.00
Large Truck (over 28 feet): Rate per Day (Max.)	\$15.00			\$0.00
Small Truck: Rate Per Hour:	\$15.00			\$0.00
Van: Rate per Day (Max.)	\$15.00			\$0.00
Charge for mileage is included in the hourly rates for Transport/Moving vehicles.			SUBTOTAL	\$0.00

C. Mobilization/Demobilization Rates for Contractor moves in the Greater Lansing Area (Rates shall include ALL costs)(these rates are for vehicle and personnel costs from the Contractors location to the origin site and from the destination site)

Vehicle	Item	Cost	Quantity	Total
*All vehicles	Driver Only	\$23.00		\$0.00
	Driver + 1 Mover	\$36.00		\$0.00
	Driver + 2 Movers	\$51.50		\$0.00
	Driver + 3 Movers	\$64.50		\$0.00
	Driver + 4 Movers	\$77.50		\$0.00
			SUBTOTAL	\$0.00

*Vehicles include van, small & large truck, and tractor trailer.

D. Mobilization/Demobilization Rates for Contractor moves in the Detroit Metro Area (Rates shall include ALL costs) (these rates are for vehicle and personnel costs from the Contractors location to the origin site and from the destination site)

Vehicle	Item	Cost	Quantity	Total
*All vehicles	Driver Only	\$23.00		\$0.00
	Driver + 1 Mover	\$36.00		\$0.00
	Driver + 2 Movers	\$51.50		\$0.00
	Driver + 3 Movers	\$64.50		\$0.00
	Driver + 4 Movers	\$77.50		\$0.00
			SUBTOTAL	\$0.00

*Vehicles include van, small & large truck, and tractor trailer.

E. Mileage rates for Mobilization/Demobilization for Contractor moves from Contractor's location to origin site, and from destination site to Contractor's location (Max. 200 miles). Mileage rates shall include ALL costs. These rates apply to moves when the origin and/or destination sites are outside the Greater Lansing and Metro Detroit areas up to a round trip maximum of 200 miles) Chargeable mileage is one way from the Contractor location to the origin and/or destination sites. Round trip must not exceed 200 miles or premium time rates and/or overnight charges may apply. The Contractor must provide a written estimate for deliveries exceeding the mileage limit.

Vehicle	Item	Cost/mile	Quantity	Total
*All vehicles	Driver Only	\$1.50		\$0.00
	Driver + 1 Mover	\$2.00		\$0.00
	Driver + 2 Movers	\$2.50		\$0.00
	Driver + 3 Movers	\$3.00		\$0.00
	Driver + 4 Movers	\$3.50		\$0.00
			SUBTOTAL	\$0.00

*Vehicles include van, small & large truck, and tractor trailer.

F.	Office or Laboratory (rate/hour)	# of Hours	Total	
Packing Charge (hourly)	\$26.00		\$0.00	
Computer/IT Equipment (hourly)	\$26.00		\$0.00	
Unpacking Charge (hourly)	\$26.00		\$0.00	
Computer/IT Equipment (hourly)	\$26.00		\$0.00	
			SUBTOTAL	\$0.00

G. Delivery charge for cardboard boxes and supplies other than reusable plastic bins:	Cost	Quantity	Total
One time drop or one time pickup (Greater Lansing Area)	\$92.00		\$0.00
One time drop or one time pickup (Metro Detroit Area)	\$92.00		\$0.00
Mileage rate for one time drop or one time pickup (**Blended rate to include all costs. Maximum round trip 300 miles)	\$1.50		\$0.00
Hourly Rate	\$46.00		\$0.00
SUBTOTAL			\$0.00

**Chargeable mileage is from Contractor location to delivery site. Round trip must not exceed 300 miles or premium time rates and/or overnight charges may apply. The Contractor must provide a written estimate for deliveries exceeding the mileage limit.

H. Reusable Plastic Bins/Totes	Cost	Quantity	# of Days	Total
Rental charge per day for reusable plastic bins with or without mover assistance (1 dolly included per 4 bins)	\$0.19			\$0.00
DELIVERY CHARGES: Includes drop delivery at dock/service door. Multi-area Bin distribution is not included in delivery fees, and is subject to Hourly rates listed below.				
	Cost	Quantity		Total
Hourly rate for Bin distribution	\$46.00			\$0.00
Charge for 1 pickup or 1 delivery of Reusable Plastic Bins with or without mover assistance (Greater Lansing Area)	\$100.00			\$0.00
Charge for 1 pickup or 1 delivery of Reusable Plastic Bins with or without mover assistance (Metro Detroit Area)	\$100.00			\$0.00
Mileage charge for 1 pickup or 1 delivery of Reusable Plastic Bins with or without mover assistance (**Blended rate to include all costs. Maximum round trip 300 miles)	\$1.50			\$0.00
Maximum Charge for 1 destroyed or unreturned Reusable Plastic Bin	\$55.00			\$0.00
Maximum Charge for 1 destroyed or unreturned dolly	\$75.00			\$0.00
SUBTOTAL				\$0.00

***Chargeable mileage is from Contractor location to delivery site. Round trip must not exceed 300 miles or premium time rates and/or overnight charges may apply. The Contractor must provide a written estimate for deliveries exceeding the mileage limit.

I. Moving Equipment and Supplies					
Daily Rental		Cost/day	Quantity	# of days	Total
Masonite fiberboard – for floor protection (4' x 8') sheet:		\$1.00			\$0.00
1/2" Plywood – for floor protection (sheet)		\$1.10			\$0.00
1/4" Plywood – for floor protection (sheet)		\$1.00			\$0.00
Protection Material (walls/doorways/floors) Foam Insulation		\$1.00			\$0.00
Protection Material (walls/doorways/floors) Cardboard		\$1.50			\$0.00
Speed Pack – rental (39 x28 x 24) 1 dolly included		\$2.00			\$0.00
6.0 Cartons (24 x 18 x 24)		\$0.08			\$0.00
4.5 Cartons (18 x 18 x 24)		\$0.07			\$0.00
3.0 Cartons (18 x 18 x 16)		\$0.05			\$0.00
Legal Tote Boxes/Cartons (24 x 16 x 13)		\$0.14			\$0.00
Letter Tote Boxes/Cartons (24 x 12 x 12)		\$0.10			\$0.00
1.5 Cartons (17 x 13 x 13)		\$0.03			\$0.00
Specialty Cartons (Specify size and type if applicable):	available upon request				\$0.00
Size: _____					\$0.00
Size: _____					\$0.00
Carts (CRT)		\$4.00			\$0.00
Library/Panel Carts		\$4.00			\$0.00
Pads		\$0.00			\$0.00
Dish Pack		\$0.12			\$0.00
Weekly Rental		Cost/week	Quantity	# of weeks	Total
Masonite fiberboard – for floor protection (4' x 8') sheet:		\$4.50			\$0.00
1/2" Plywood – for floor protection (sheet)		\$6.00			\$0.00
1/4" Plywood – for floor protection (sheet)		\$5.25			\$0.00
Protection Material (walls/doorways/floors) Foam Insulation		\$4.00			\$0.00
Protection Material (walls/doorways/floors) Cardboard		\$2.00			\$0.00
Speed Pack – rental (39 x28 x 24) 1 dolly included		\$10.00			\$0.00
6.0 Cartons (24 x 18 x 24)		\$0.60			\$0.00
4.5 Cartons (18 x 18 x 24)		\$0.48			\$0.00
3.0 Cartons (18 x 18 x 16)		\$0.37			\$0.00
Legal Tote Boxes/Cartons (24 x 16 x 13)		\$1.00			\$0.00
Letter Tote Boxes/Cartons (24 x 12 x 12)		\$0.75			\$0.00
1.5 Cartons (17 x 13 x 13)		\$0.22			\$0.00
Specialty Cartons (Specify size and type if applicable):	available upon request				\$0.00
Size: _____					\$0.00
Size: _____					\$0.00
Carts (CRT)		\$20.00			\$0.00
Library/Panel Carts		\$20.00			\$0.00
Pads		\$2.00			\$0.00
Dish Pack		\$0.89			\$0.00

Purchase	Purchase	Quantity	Total
Masonite fiberboard – for floor protection (4' x 8') sheet:	\$18.00		\$0.00
1/2" Plywood – for floor protection (sheet)	\$24.00		\$0.00
1/4" Plywood – for floor protection (sheet)	\$20.50		\$0.00
Protection Material (walls/doorways/floors) Foam Insulation Sheets:	\$13.00		\$0.00
Protection Material (walls/doorways/floors) Cardboard Sheets:	\$8.00		\$0.00
Speed Pack – rental (39 x28 x 24) 1 dolly included	\$50.00		\$0.00
speed pack without dolly – purchase price	\$15.00		\$0.00
4-wheel dolly for use with speed pack – purchase price	\$35.00		\$0.00
6.0 Cartons (24 x 18 x 24)	\$2.40		\$0.00
4.5 Cartons (18 x 18 x 24)	\$1.90		\$0.00
3.0 Cartons (18 x 18 x 16)	\$1.45		\$0.00
Legal Tote Boxes/Cartons (24 x 16 x 13)	\$4.00		\$0.00
Letter Tote Boxes/Cartons (24 x 12 x 12)	\$3.00		\$0.00
1.5 Cartons (17 x 13 x 13)	\$0.85		\$0.00
Specialty Cartons (Specify size and type if applicable):			\$0.00
Size: _____	available		\$0.00
Size: _____	upon request		\$0.00
Charge for Destroyed Boxes: (type, number, material made of cardboard, etc.)	Purchase price charged		\$0.00
Pads	\$12.00		\$0.00
Dish Pack	\$3.55		\$0.00
Bubble Warp, small 3/16 – 24" x 750" roll – perf 12"	\$104.35		\$0.00
Bubble Wrap, large 1/2 - 24" x 250' roll – perf 12"	\$43.20		\$0.00
Bubble Wrap, large 1/2 - 48" x 250' roll – perf 12"	\$80.70		\$0.00
Bubble Dispenser, small 12" x 150" – perf 12"	\$15.20		\$0.00
Bubble Dispenser, large 12" x 100" – perf 12"	\$16.55		\$0.00
Cellulose Wadding 6 ply – 36" x 72"	\$1.50		\$0.00
Cellulose Wadding 6 ply – 48" x 72"	\$1.75		\$0.00
Cellulose Wadding 6 ply – 60" x 72"	\$2.00		\$0.00
Paper Pack – Wrapping – White Sheet (cost per pound)	\$1.00		\$0.00
Shrink/Stretch Wrap – 18" x 1500' rolls	\$15.00		\$0.00
Corrugated Roll – 36" x 250' single face	\$46.10		\$0.00
Box Tape 2" x 55 yards	\$1.50		\$0.00
Labels – Rolls (300 each)	\$10.00		\$0.00
Computer Bags	\$1.50		\$0.00
SUBTOTAL			\$0.00

J. Storage/Warehousing				
Warehousing (per sq. ft.)	Cost	Quantity (sf)	# of days/weeks/months	Total
Per Day	\$0.25			\$0.00
Per Week	\$0.35			\$0.00
Per Month	\$1.00			\$0.00
SUBTOTAL				\$0.00

GRAND TOTAL \$0.00

Quick payment terms 1.0% discount off invoice if paid within 10 days.

NEW GRAND TOTAL WITH QUICK PAYMENT DISCOUNT \$0.00

By signing below, Contractor attests that its Site Supervisor or other designee has conducted a Site Visit, and therefore warrants that the costs identified above represent an estimate of the services to be provided, which must not exceed 10% of the final invoice total.

The State is not liable for any amount exceeding 10% of the Cost Estimate unless pre-approved by the Program Manager in writing.

SITE VISIT ATTESTATION: _____
Contractor Signature

Form No. DTMB-3522 (Rev. 2/2015)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Contract change will not be executed unless form is filed

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

NOTICE OF CONTRACT NO. 071B5500139
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Corrigan Moving Systems 23923 Research Dr. Farmington Hills, MI 48335	Chase Robison	crobison@corriganmoving.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(810) 235-9700	4212

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

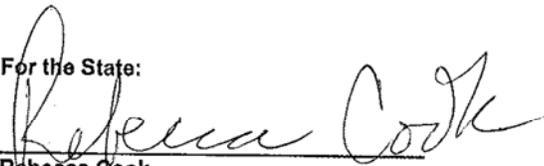
CONTRACT SUMMARY			
DESCRIPTION:			
Moving of Office Equipment and Supplies – Department of Technology, Management and Budget Statewide			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 year	10/1/2015	9/30/2018	2, one year options
PAYMENT TERMS	F.O.B.	SHIPPED TO	
1% discount 10 days – Net 45 days	Delivered	Destination	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
CS138 - 192S0002138			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$750,000.00	

For the Contractor:


Chase Robison,
Contract Administrator
Corrigan Moving Systems

10-8-15
Date

For the State:


Rebecca Cook,
Commodities Division Director - DTMB Procurement
State of Michigan

10-20-15
Date



STATE OF MICHIGAN
Contract No. 071B5500139
EXHIBIT A
STATEMENT OF WORK

BACKGROUND

The purpose of this Contract is to provide moving services on an as-needed basis for the relocation of State agency offices within the State of Michigan, primarily in the Greater Lansing (See Exhibit E – Greater Lansing Area Map) and Metro Detroit (See Exhibit F – Metro Detroit Area Map) areas.

The State reserves the right to negotiate mutually agreeable prices for moves outside Greater Lansing, Metro Detroit, and interstate moves.

SCOPE

This Contract includes two types of moving services: (1) Office Relocation, and (2) Purchase/Rental of Moving Supplies.

For purposes of this Contract:

"Office Relocation" services consist of a full range of functions, including but not limited to, removing existing office furniture, equipment, and related items from an office's current location ("Origin Site"), transporting the items to a new location ("Destination Site"), and placing the items according to the instructions provided by the State. Office Relocations involve either intra-building moves (e.g., 1st floor to 2nd floor), or remote site moves (e.g., 123 Oak St. to 678 Elm St.).

"Purchase/Rental of Moving Supplies" services consist of the delivery and/or pickup of moving supplies. These services may be utilized for relocations managed by the State (i.e., self-moves), or relocations managed by the Contractor. Moving Supplies available for purchase include, but are not limited to: moving/storage boxes, sealing tape, labels, bubble wrap and other packing material, furniture pads, etc. Supplies available for rent include, but are not limited to: reusable bins/totes (See Exhibit G – Tote/Bin Exemplar), file carts, dollies, hand trucks, etc.

The following moving services are outside the scope of this Contract:

- Individual/Employee household relocations.
- Emergency relocations.
- Office furniture assembling/disassembling.

REQUIREMENTS

A. OFFICE RELOCATION SERVICES

1. Scheduling Service

Contractor must, upon receiving a request for Office Relocation services, reserve and guarantee the requested date(s) in its schedule. The State will request Office Relocation services from Contractor no less than 10 business days prior to the requested move date.

2. Site Supervisor

Contractor must, for each Office Relocation service request, identify a "Site Supervisor" who must:

- (a) be present for any pre-planning meetings and/or Site Visit(s);
- (b) plan and coordinate each move;
- (c) be present at the job site(s) during the performance of Contract Activities; and
- (d) supervise Contractor's staff and personnel during performance of Contract Activities.



3. Exclusive Use of Vehicles

Contractor must, for each Office Relocation service request, provide exclusive use of any trucks or vehicles during the performance of Contract Activities.

4. Planning & Site Visits

Site Supervisor or other designee must participate in a Site Visit, unless otherwise agreed to in writing by the parties, to inspect the origin and destination sites so that a written Cost Estimate can be prepared in accordance with section 5, below.

Site Visits must be conducted no more than 5 business days from the date of a request for services, unless otherwise agreed to in writing by the parties.

Site Supervisor or other designee must inspect all applicable site conditions to ensure a safe and efficient move including, but not limited to, access points for ingress and egress, loading dock height/width, door and pathway clearances, code compliance requirements, etc.

Site Supervisor or other designee must make all necessary arrangements with the State, as well as local traffic authorities, regarding the use of street space and parking. Contractor is solely responsible for any parking and/or traffic citations incurred by Contractor's staff during performance of Contract Activities.

5. Cost Estimates

Contractor must, at no cost to the State, provide the State with a written, non-binding Cost Estimate in accordance with this section, which must represent the work to be performed as determined during the Site Visit, and the final invoice must not exceed the Cost Estimate by more than 10%. The State is not liable for any amount exceeding 10% of the Cost Estimate unless pre-approved by the Program Manager, in writing.

A Cost Estimate must be provided to the Program Manager no more than 48 hours after conducting a Site Visit, unless otherwise agreed to in writing by the parties. Cost Estimates must comprise of all costs, including all applicable goods, services, and fees. Each Cost Estimate must specifically indicate, at a minimum:

- (a) total cost;
- (b) total weight/load of contents;
- (c) estimated value of contents;
- (d) number of staff/personnel required, and hourly rate for each;
- (e) number and type of vehicles to be used in performing Contract Activities;
- (f) itemized cost table (Exhibit C – Order/Price Sheet) identifying the type and number/quantity of shipping materials anticipated to be used in performing Contract Activities; and
- (g) attestation that Contractor accepts responsibility for Site Supervisor's or other designee's compliance with the provisions set forth under section 4, Planning & Site Visits.



6. Computation and Invoice for Services

Contractor must prepare and provide an invoice for completed and accepted Contract Activities, according to terms set forth under sections A6 and C7 of this Exhibit A – Statement of Work, and section 20 of the Standard Contract Terms. Computation of services must adhere to the pricing schedule set forth in Exhibit C – Order/Price Sheet.

Invoice must be provided no more than 5 business days from the date of completed service. Contractor's invoice must indicate, at minimum:

- (a) date;
- (b) purchase order number (if any);
- (c) number and type of vehicles used;
- (d) number of employees, indicating hourly rate and # of hours worked for each;
- (e) description of Contract Activities;
- (f) moving supplies - quantity & price per unit (e.g., boxes, shrink wrap rolls, pads, packing materials, etc.);
- (g) total price;
- (h) name and contact information of Contract Representative;
- (i) name and mailing address of Contractor's principal place of business; and
- (j) signed copy of Exhibit C – Order/Price Sheet.

B. PURCHASE/RENTAL OF MOVING SUPPLIES

1. Scheduling Service

The State will specify, at the time of requesting services, the type and quantity of moving supplies needed. Contractor must, upon receiving a service request, confirm and guarantee the availability of the requested items.

2. Pick Up & Delivery

Contractor must, for each request, coordinate both a pick-up and delivery point with the Program Manager, which may be located within the interior of a building or facility. Items shall be delivered directly to the Program Manager or designee at the designated location per the Program Manager's requirements.

Contractor must, for every four (4) bins/totes ordered, provide one (1) dolly that is designated for use with said bins/totes. (See Exhibit G – Tote/Bin Exemplar)

3. Invoice for Services

Contractor must prepare and provide an invoice for completed and accepted Contract Activities, according to terms set forth under sections B3 and C7 of this Exhibit A – Statement of Work, and section 20 of the Standard Contract Terms.

Invoice must be provided no more than 5 business days from the date of service. Contractor's invoice must indicate, at minimum:

- (a) date;
- (b) purchase order number (if any);
- (c) name of State agency requesting service(s);
- (d) quantity of bins/totes requested;
- (e) pick up and drop off locations;
- (f) total price;
- (g) name and contact information of Contract Representative; and
- (h) name and mailing address of Contractor's principal place of business.



C. GENERAL REQUIREMENTS

1. Contractor's Program Manager

Contractor must identify a "Program Manager," in accordance with Section 4 of the Standard Contract Terms, who is responsible for managing the day-to-day activities, and who will serve as the sole point-of-contact for the resulting Contract.

Contractor must notify the State no more than 30 days before removing or replacing its Program Manager.

The Contractor must specify its toll-free number for the State to make contact with its Program Manager, who must be available 7 days a week, during the hours of 8:00 am to 5:00 pm EST.

2. Staff & Personnel

Contractor must provide staff and personnel to complete efficient, safe, and timely relocation services, which includes, but is not limited to, site visits for pre-planning and coordination to ensure staffing levels are no more, and no less, than reasonably required.

3. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- (a) the legal business name, address, telephone number, a description of subcontractor's organization and the services it will provide, and information concerning subcontractor's ability to provide the Contract Activities;
- (b) the relationship of the subcontractor to the Contractor;
- (c) whether the Contractor has a previous working experience with the subcontractor (If so, provide the details of that previous relationship); and
- (d) a complete description of the Contract Activities that will be performed or provided by the subcontractor; and
- (e) of the total bid, the price of the subcontractor's work.

4. Security

Contractor's staff may be required to make deliveries to, and enter upon, State facilities with significant security measures in place. In order to safeguard State interests, Contractor must, prior to performing any moving services, advise its staff of all security measures the State has in place for each service request.

Contractor's staff must, at all times during the performance of Contract Activities, wear identification/name badges, or company uniforms, that readily identify Contractor's staff as employees of Contractor.

5. Pricing

5.1 Price Term

Pricing is firm for 36 months ("Pricing Period"). The first pricing period begins on the Effective Date.

Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.



5.2 Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant. Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

5.3 Service Level Credits for Late Delivery

For delays not pre-approved by the Program Manager, the State may impose a 1% service level credit against the total invoice cost for each additional hour beyond the first hour of delay for a scheduled delivery.

6. Ordering

6.1 Authorizing Document

The appropriate document authorizing Contractor to begin Contract Activities will be a Purchase Order.

Contractor must accept service requests only from those individuals previously identified by the State as a point-of-contact for agencies utilizing this Contract, each, a "Program Manager" (See Exhibit D – Agency Contacts). If there is any question as to whether a service request has been submitted with proper authorization, Contractor must contact the Program Manager for clarification before taking further action regarding such request.

7. Acceptance

Acceptance of completed Contract Activities occurs once:

- (a) the Program Manager or designee inventories and accepts the transported State Property by signing a delivery manifest;
- (b) all items are delivered to the destination site according to the Program Manager's instructions; and
- (c) the Program Manager or designee confirms all items are damage free within 5 business days.

The State may hold back payment on invoices equal to estimated damage amounts

**8. Reports**

Contractor must provide, upon request, usage reports that include, at a minimum:

- (a) date of service request;
- (b) type of service(s) requested (i.e., Office Relocation, Bin/Tote Rental, or both);
- (c) address of origin and destination sites for Office Relocation services, or address of pick and delivery locations for Bin/Tote Rentals;
- (d) name of State agency requesting service(s);
- (e) date service was performed;
- (f) total due per cost estimate; and
- (g) total due per invoice.

9. Care of Premises & Contents of Move

Site Supervisor or other designee must keep sites orderly, clean, and safe at all times during performance of Contract Activities. All debris including boxes, packing material, and all other moving materials generated by the performance of Contract Activities must be removed daily from the site(s) and lawfully disposed of by the Contractor at its own expense.

Site Supervisor or other designee must participate with the State in conducting a Damage Assessment of the origin and/or destination sites, as well as each work area included in the Contract Activities, for the purpose of jointly identifying and recording any damages existing before and after performance of Contract Activities.

If damages are identified, the State shall submit a claim in writing within 5 business days.



STATE OF MICHIGAN
 Contract No. 071B5500139
 Moving of Office Equipment and Supplies

EXHIBIT B
PRICING

- Price proposals include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

A. The following rates apply for work performed when the Contractor arrives at the Origin site until they leave the Destination site.

Move Personnel		Rate/Hour
Move Supervisor	Straight Time	\$31.00
	Includes Saturday	\$43.00
	Overtime (after 8hrs)	\$43.00
	Double-Time	N/A
	Sunday/Weekend	\$43.00
Mover	Straight Time	\$26.00
	Includes Saturday	\$26.00
	Overtime (after 8hrs)	\$26.00
	Double-Time	N/A
	Sunday/Weekend	\$26.00
Project Manager	Straight Time	No Charge
	Includes Saturday	N/A
	Overtime (after 8hrs)	N/A
	Double Time	N/A
	Sunday/Weekend	N/A
Driver	Straight Time	\$31.00
	Includes Saturday	\$43.00
	Overtime (after 8hrs)	\$43.00
	Double Time	N/A
	Sunday/Weekend	\$43.00

Project management will be offered free of charge.

B. The following rates apply for work performed when the Contractor arrives at the Origin site until they leave the Destination site.

Transport/Moving Vehicles	Cost
Tractor/Trailers: Rate Per Hour:	\$15.00
Tractor/Trailers: Storage per Day	\$35.00
Tractor/Trailers: Storage per Week	\$125.00
Tractor/Trailers: Storage per Month	\$400.00
Large Truck (over 28 feet): Rate per Hour	\$15.00
Small Truck: Rate Per Hour	\$15.00
Van: Rate Per Hour	\$15.00

Charge for mileage is included in the hourly rates for Transport/Moving vehicles.

C. Mobilization/Demobilization Rates for Contractor moves in the Greater Lansing Area (Rates shall include ALL costs)(these rates are for vehicle and personnel costs from the Contractors location to the origin site and from the destination site)

	Driver Only	Driver + One Mover	Driver + Two Movers	Driver + Three Movers	Driver + Four Movers
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*All vehicles	\$23.00	\$36.00	\$51.50	\$64.50	\$77.50
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*Vehicles include van, small & large truck, and tractor trailer.

D. Mobilization/Demobilization Rates for Contractor moves in the Detroit Metro Area (Rates shall include ALL costs) (these rates are for vehicle and personnel costs from the Contractor's location to the origin site and from the destination site)

	Driver Only	Driver + One Mover	Driver + Two Movers	Driver + Three Movers	Driver + Four Movers
*All vehicles	\$23.00	\$36.00	\$51.50	\$64.50	\$77.50

*Vehicles include van, small & large truck, and tractor trailer.

E. Mileage rates for Mobilization/Demobilization for Contractor moves from Contractor's location to origin site, and from destination site to Contractor's location (Max. 200 miles). Mileage rates shall include ALL costs. These rates apply to moves when the origin and/or destination sites are outside the Greater Lansing and Metro Detroit areas up to a round trip maximum of 200 miles) Chargeable mileage is one way from the Contractor location to the origin and/or destination sites. Round trip must not exceed 200 miles or premium time rates and/or overnight charges may apply. The Contractor must provide a written estimate for deliveries exceeding the mileage limit.

	Driver Only	Driver + One Mover	Driver + Two Movers	Driver + Three Movers	Driver + Four Movers
*All vehicles	\$1.50 Per mile	\$2.00 Per mile	\$2.50 Per mile	\$3.00 Per mile	\$3.50 Per mile

*Vehicles include van, small & large truck, and tractor trailer.

F. Office or Laboratory (rate/hour)

Packing Charge (hourly)	\$26.00
Computer/IT Equipment (hourly)	\$26.00
Unpacking Charge (hourly)	\$26.00
Computer/IT Equipment (hourly)	\$26.00

G. Delivery charge for cardboard boxes and supplies other than reusable plastic bins: Cost

One Time Drop or one time pickup (Greater Lansing Area)	\$92.00
One Time Drop or one time pickup (Metro Detroit Area)	\$92.00
Mileage Rate for One Time Drop or one time pickup (**Blended rate to include all costs. Maximum round trip 300 miles)	\$1.50 Per mile
Hourly Rate	\$46.00

**Chargeable mileage is from Contractor location to delivery site. Round trip must not exceed 300 miles or premium time rates and/or overnight charges may apply. The Contractor must provide a written estimate for deliveries exceeding the mileage limit.

H. Reusable Plastic Bins/Totes

Rental charge for reusable plastic bins with or without mover assistance (1 dolly included per 4 bins)	\$0.19
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DELIVERY CHARGES: Includes drop delivery at dock/service door. Multi-area Bin distribution is not included in delivery fees, and is subject to Hourly rates listed below.

Hourly rate for Bin distribution	\$46
Charge for 1 pickup or 1 delivery of Reusable Plastic Bins with or without mover assistance (Greater Lansing Area)	\$100



Charge for 1 pickup or 1 delivery of Reusable Plastic Bins with or without mover assistance (Metro Detroit Area)	\$100
Mileage charge for 1 pickup or 1 delivery of Reusable Plastic Bins with or without mover assistance (*Blended rate to include all costs. Maximum round trip 300 miles)	\$1.50 Per mile
Maximum Charge for 1 destroyed or unreturned Reusable Plastic Bin	\$55.00
Maximum Charge for 1 destroyed or unreturned dolly	\$75.00
*Chargeable mileage is from Contractor location to delivery site. Round trip must not exceed 300 miles or premium time rates and/or overnight charges may apply. The Contractor must provide a written estimate for deliveries exceeding the mileage limit.	

I. Moving Equipment and Supplies	Rental (per day)	Rental (per week)	Purchase
Masonite fiberboard – for floor protection (4' x 8') sheet:	\$1.00	\$4.50	\$18.00
1/2" Plywood – for floor protection (sheet)	\$1.10	\$6.00	\$24.00
1/4" Plywood – for floor protection (sheet)	\$1.00	\$5.25	\$20.50
Protection Material (walls/doorways/floors) Foam Insulation Sheets:	\$1.00	\$4.00	\$13.00
Protection Material (walls/doorways/floors) Cardboard Sheets:	\$1.50	\$2.00	\$8.00
Speed Pack – (39 x28 x 24) 1 dolly included	\$2.00	\$10.00	\$50.00
speed pack without dolly – purchase price			\$15.00
4-wheel dolly for use with speed pack – purchase price			\$35.00

	Rental (per day)	Rental (per week)	Purchase
6.0 Cartons (24 x 18 x 24)	\$0.08	\$0.60	\$2.40
4.5 Cartons (18 x 18 x 24)	\$0.07	\$0.48	\$1.90
3.0 Cartons (18 x 18 x 16)	\$0.05	\$0.37	\$1.45
Legal Tote Boxes/Cartons (24 x 16 x 13)	\$0.14	\$1.00	\$4.00
Letter Tote Boxes/Cartons (24 x 12 x 12)	\$0.10	\$0.75	\$3.00
1.5 Cartons (17 x 13 x 13)	\$0.03	\$0.22	\$0.85
Specialty Cartons (Specify size and type if applicable):	Available upon request		Various Cost
Size: _____			
Size: _____			

	Purchase price charged		
	Rental (per day)	Rental (per week)	Purchase
Charge for Destroyed Boxes: (type, number, material made of cardboard, etc.)			
Carts (CRT)	\$4.00	\$20.00	\$90.00
Dollies/Carts Charge	\$4.00	\$20.00	\$90.00
Library/Panel Carts	\$4.00	\$20.00	\$90.00
Pads	No Charge	\$2.00	\$12.00
Dish Pack	\$0.12	\$0.89	\$3.55

	Purchase
Bubble Warp, small 3/16 – 24" x 750" roll – perf 12"	\$104.35
Bubble Wrap, large ½ - 24" x 250" roll – perf 12"	\$43.20
Bubble Wrap, large ½ - 48" x 250" roll – perf 12"	\$80.70
Bubble Dispenser, small 12" x 150" – perf 12"	\$15.20
Bubble Dispenser, large 12" x 100" – perf 12"	\$16.55
Cellulose Wadding 6 ply – 36" x 72"	\$1.50



Cellulose Wadding 6 ply – 48" x 72"	\$1.75
Cellulose Wadding 6 ply – 60" x 72"	\$2.00
Paper Pack – Wrapping – White Sheet	\$1/ lb.
Shrink/Stretch Wrap – 18" x 1500' rolls	\$15.00
Corrugated Roll – 36" x 250' single face	\$46.10
Box Tape 2" x 55 yards	\$1.50
Labels – Pack (300 per pack)	\$10.00
Computer bags	\$1.50

J. Storage/Warehousing	Per Day	Per Week	Per Month
Warehousing (per sq. ft.)	\$0.25	\$0.35	\$1.00

Quick payment terms 1 % discount off invoice if paid within 10 days

- The above pricing is firm. No additional fees or charges will be accepted.



STATE OF MICHIGAN

Contract #071B5500139

EXHIBIT C

ORDER/PRICE SHEET

A. The following rates apply for work performed when the Contractor arrives at the Origin site until they leave the Destination site.

Move Personnel	Rate/Hour	# of Hours	# of Personnel	Total
Move Supervisor	Straight Time	\$31.00		\$0.00
	Includes Saturday	\$43.00		\$0.00
	Overtime (after 8hrs)	\$43.00		\$0.00
	Double-Time	\$0.00		\$0.00
	Sunday/Weekend	\$43.00		\$0.00
Mover	Straight Time	\$26.00		\$0.00
	Includes Saturday	\$26.00		\$0.00
	Overtime (after 8hrs)	\$26.00		\$0.00
	Double-Time	\$0.00		\$0.00
	Sunday/Weekend	\$26.00		\$0.00
Project Manager	Straight Time	\$0.00		\$0.00
	Includes Saturday	\$0.00		\$0.00
	Overtime (after 8hrs)	\$0.00		\$0.00
	Double-Time	\$0.00		\$0.00
	Sunday/Weekend	\$0.00		\$0.00
Driver	Straight Time	\$31.00		\$0.00
	Includes Saturday	\$43.00		\$0.00
	Overtime (after 8hrs)	\$43.00		\$0.00
	Double-Time	\$0.00		\$0.00
	Sunday/Weekend	\$43.00		\$0.00

Project management will be offered free of charge. SUBTOTAL \$0.00

B. The following rates apply for work performed when the Contractor arrives at the Origin site until they leave the Destination site.

Transport/Moving Vehicles	Cost	# Hours	Quantity	Total
Tractor/Trailers: Rate Per Hour:	\$15.00			\$0.00
Tractor/Trailers: Storage per Day	\$35.00			\$0.00
Tractor/Trailers: Storage per Week	\$125.00			\$0.00
Tractor/Trailers: Storage per Month	\$400.00			\$0.00
Large Truck (over 28 feet): Rate per Hour	\$15.00			\$0.00
Large Truck (over 28 feet): Rate per Day (Max.)	\$15.00			\$0.00
Small Truck: Rate Per Hour:	\$15.00			\$0.00
Van: Rate per Day (Max.)	\$15.00			\$0.00

Charge for mileage is included in the hourly rates for Transport/Moving vehicles. SUBTOTAL \$0.00



C. Mobilization/Demobilization Rates for Contractor moves in the Greater Lansing Area (Rates shall include ALL costs)(these rates are for vehicle and personnel costs from the Contractors location to the origin site and from the destination site)

Vehicle	Item	Cost	Quantity	Total
*All vehicles	Driver Only	\$23.00		\$0.00
	Driver + 1 Mover	\$36.00		\$0.00
	Driver + 2 Movers	\$51.50		\$0.00
	Driver + 3 Movers	\$64.50		\$0.00
	Driver + 4 Movers	\$77.50		\$0.00

*Vehicles include van, small & large truck, and tractor trailer. SUBTOTAL \$0.00

D. Mobilization/Demobilization Rates for Contractor moves in the Detroit Metro Area (Rates shall include ALL costs) (these rates are for vehicle and personnel costs from the Contractors location to the origin site and from the destination site)

Vehicle	Item	Cost	Quantity	Total
*All vehicles	Driver Only	\$23.00		\$0.00
	Driver + 1 Mover	\$36.00		\$0.00
	Driver + 2 Movers	\$51.50		\$0.00
	Driver + 3 Movers	\$64.50		\$0.00
	Driver + 4 Movers	\$77.50		\$0.00

*Vehicles include van, small & large truck, and tractor trailer. SUBTOTAL \$0.00

E. Mileage rates for Mobilization/Demobilization for Contractor moves from Contractor's location to origin site, and from destination site to Contractor's location (Max. 200 miles). Mileage rates shall include ALL costs. These rates apply to moves when the origin and/or destination sites are outside the Greater Lansing and Metro Detroit areas up to a round trip maximum of 200 miles) Chargeable mileage is one way from the Contractor location to the origin and/or destination sites. Round trip must not exceed 200 miles or premium time rates and/or overnight charges may apply. The Contractor must provide a written estimate for deliveries exceeding the mileage limit.

Vehicle	Item	Cost/mile	Quantity	Total
*All vehicles	Driver Only	\$1.50		\$0.00
	Driver + 1 Mover	\$2.00		\$0.00
	Driver + 2 Movers	\$2.50		\$0.00
	Driver + 3 Movers	\$3.00		\$0.00
	Driver + 4 Movers	\$3.50		\$0.00

*Vehicles include van, small & large truck, and tractor trailer. SUBTOTAL \$0.00

F.	Office or Laboratory (rate/hour)	# of Hours	Total
Packing Charge (hourly)	\$26.00		\$0.00
Computer/IT Equipment (hourly)	\$26.00		\$0.00
Unpacking Charge (hourly)	\$26.00		\$0.00
Computer/IT Equipment (hourly)	\$26.00		\$0.00
SUBTOTAL			\$0.00



G. Delivery charge for cardboard boxes and supplies other than reusable plastic bins:	Cost	Quantity	Total
One time drop or one time pickup (Greater Lansing Area)	\$92.00		
One time drop or one time pickup (Metro Detroit Area)	\$92.00		
Mileage rate for one time drop or one time pickup (**Blended rate to include all costs. Maximum round trip 300 miles)	\$1.50		
Hourly Rate	\$46.00		
SUBTOTAL			\$0.00

***Chargeable mileage is from Contractor location to delivery site. Round trip must not exceed 300 miles or premium time rates and/or overnight charges may apply. The Contractor must provide a written estimate for deliveries exceeding the mileage limit.*

H. Reusable Plastic Bins/Totes	Cost	Quantity	# of Days	Total
Rental charge <u>per day</u> for reusable plastic bins with or without mover assistance (1 dolly included per 4 bins)	\$0.19			\$0.00
DELIVERY CHARGES: Includes drop delivery at dock/service door. Multi-area Bin distribution is not included in delivery fees, and is subject to Hourly rates listed below.				
	Cost	Quantity	Total	
Hourly rate for Bin distribution	\$46.00		\$0.00	
Charge for 1 pickup or 1 delivery of Reusable Plastic Bins with or without mover assistance (Greater Lansing Area)	\$100.00		\$0.00	
Charge for 1 pickup or 1 delivery of Reusable Plastic Bins with or without mover assistance (Metro Detroit Area)	\$100.00		\$0.00	
Mileage charge for 1 pickup or 1 delivery of Reusable Plastic Bins with or without mover assistance (**Blended rate to include all costs. Maximum round trip 300 miles)	\$1.50		\$0.00	
Maximum Charge for 1 destroyed or unreturned Reusable Plastic Bin	\$55.00		\$0.00	
Maximum Charge for 1 destroyed or unreturned dolly	\$75.00		\$0.00	
SUBTOTAL				\$0.00

****Chargeable mileage is from Contractor location to delivery site. Round trip must not exceed 300 miles or premium time rates and/or overnight charges may apply. The Contractor must provide a written estimate for deliveries exceeding the mileage limit.*



I. Moving Equipment and Supplies					
Daily Rental		Cost/day	Quantity	# of days	Total
Masonite fiberboard – for floor protection (4' x 8') sheet:		\$1.00			\$0.00
1/2" Plywood – for floor protection (sheet)		\$1.10			\$0.00
1/4" Plywood – for floor protection (sheet)		\$1.00			\$0.00
Protection Material (walls/doorways/floors) Foam Insulation		\$1.00			\$0.00
Protection Material (walls/doorways/floors) Cardboard		\$1.50			\$0.00
Speed Pack – rental (39 x28 x 24) 1 dolly included		\$2.00			\$0.00
6.0 Cartons (24 x 18 x 24)		\$0.08			\$0.00
4.5 Cartons (18 x 18 x 24)		\$0.07			\$0.00
3.0 Cartons (18 x 18 x 16)		\$0.05			\$0.00
Legal Tote Boxes/Cartons (24 x 16 x 13)		\$0.14			\$0.00
Letter Tote Boxes/Cartons (24 x 12 x 12)		\$0.10			\$0.00
1.5 Cartons (17 x 13 x 13)		\$0.03			\$0.00
Specialty Cartons (Specify size and type if applicable):		available upon request			\$0.00
Size: _____					
Size: _____					\$0.00
Carts (CRT)		\$4.00			\$0.00
Dollies/Carts Charge		\$4.00			\$0.00
Library/Panel Carts		\$4.00			\$0.00
Pads		\$0.00			\$0.00
Dish Pack		\$0.12			\$0.00
Weekly Rental		Cost/week	Quantity	# of days	Total
Masonite fiberboard – for floor protection (4' x 8') sheet:		\$4.50			\$0.00
1/2" Plywood – for floor protection (sheet)		\$6.00			\$0.00
1/4" Plywood – for floor protection (sheet)		\$5.25			\$0.00
Protection Material (walls/doorways/floors) Foam Insulation		\$4.00			\$0.00
Protection Material (walls/doorways/floors) Cardboard		\$2.00			\$0.00
Speed Pack – rental (39 x28 x 24) 1 dolly included		\$10.00			\$0.00
6.0 Cartons (24 x 18 x 24)		\$0.60			\$0.00
4.5 Cartons (18 x 18 x 24)		\$0.48			\$0.00
3.0 Cartons (18 x 18 x 16)		\$0.37			\$0.00
Legal Tote Boxes/Cartons (24 x 16 x 13)		\$1.00			\$0.00
Letter Tote Boxes/Cartons (24 x 12 x 12)		\$0.75			\$0.00
1.5 Cartons (17 x 13 x 13)		\$0.22			\$0.00
Specialty Cartons (Specify size and type if applicable):		available upon request			\$0.00
Size: _____					
Size: _____					\$0.00
Carts (CRT)		\$20.00			\$0.00
Dollies/Carts Charge		\$20.00			\$0.00
Library/Panel Carts		\$20.00			\$0.00
Pads		\$2.00			\$0.00
Dish Pack		\$0.89			\$0.00



Purchase	Purchase	Quantity	Total
Masonite fiberboard – for floor protection (4' x 8') sheet:	\$18.00		\$0.00
1/2" Plywood – for floor protection (sheet)	\$24.00		\$0.00
1/4" Plywood – for floor protection (sheet)	\$20.50		\$0.00
Protection Material (walls/doorways/floors) Foam Insulation Sheets:	\$13.00		\$0.00
Protection Material (walls/doorways/floors) Cardboard Sheets:	\$8.00		\$0.00
Speed Pack – rental (39 x28 x 24) 1 dolly included	\$50.00		\$0.00
speed pack without dolly – purchase price	\$15.00		\$0.00
4-wheel dolly for use with speed pack – purchase price	\$35.00		\$0.00
6.0 Cartons (24 x 18 x 24)	\$2.40		\$0.00
4.5 Cartons (18 x 18 x 24)	\$1.90		\$0.00
3.0 Cartons (18 x 18 x 16)	\$1.45		\$0.00
Legal Tote Boxes/Cartons (24 x 16 x 13)	\$4.00		\$0.00
Letter Tote Boxes/Cartons (24 x 12 x 12)	\$3.00		\$0.00
1.5 Cartons (17 x 13 x 13)	\$0.85		\$0.00
Specialty Cartons (Specify size and type if applicable):			
Size: _____	available		\$0.00
Size: _____	upon request		\$0.00
Charge for Destroyed Boxes: (type, number, material made of cardboard, etc.)	Purchase price charged		\$0.00
Carts (CRT)	\$90.00		\$0.00
Dollies/Carts Charge	\$90.00		\$0.00
Library/Panel Carts	\$90.00		\$0.00
Pads	\$12.00		\$0.00
Dish Pack	\$3.55		\$0.00
Bubble Warp, small 3/16 – 24" x 750" roll – perf 12"	\$104.35		\$0.00
Bubble Wrap, large 1/2 - 24" x 250" roll – perf 12"	\$43.20		\$0.00
Bubble Wrap, large 1/2 - 48" x 250" roll – perf 12"	\$80.70		\$0.00
Bubble Dispenser, small 12" x 150" – perf 12"	\$15.20		\$0.00
Bubble Dispenser, large 12" x 100" – perf 12"	\$16.55		\$0.00
Cellulose Wadding 6 ply – 36" x 72"	\$1.50		\$0.00
Cellulose Wadding 6 ply – 48" x 72"	\$1.75		\$0.00
Cellulose Wadding 6 ply – 60" x 72"	\$2.00		\$0.00
Paper Pack – Wrapping – White Sheet (cost per pound)	\$1.00		\$0.00
Shrink/Stretch Wrap – 18" x 1500' rolls	\$15.00		\$0.00
Corrugated Roll – 36" x 250' single face	\$46.10		\$0.00
Box Tape 2" x 55 yards	\$1.50		\$0.00
Labels – Rolls (300 each)	\$10.00		\$0.00
Computer Bags	\$1.50		\$0.00
SUBTOTAL			\$0.00

J. Storage/Warehousing				
Warehousing (per sq. ft.)	Cost	Quantity (sf)	# of days/weeks/months	Total
Per Day	\$0.25			\$0.00
Per Week	\$0.35			\$0.00
Per Month	\$1.00			\$0.00
SUBTOTAL				\$0.00

GRAND TOTAL \$0.00

Quick payment terms 1.0% discount off invoice if paid within 10 days.

NEW GRAND TOTAL WITH QUICK PAYMENT DISCOUNT \$0.00



*By signing below, Contractor attests that its Site Supervisor or other designee has conducted a Site Visit, and therefore warrants that the costs identified above represent an estimate of the services to be provided, which must not exceed 10% of the final invoice total.
The State is not liable for any amount exceeding 10% of the Cost Estimate unless pre-approved by the Program Manager in writing.*

SITE VISIT ATTESTATION: _____
Contractor Signature



STATE OF MICHIGAN

Contract #071B5500139
 Moving of Office Equipment & Supplies - Statewide
 Exhibit D - Agency Contacts

Agency	Contact	Phone #	Email
AG	TBD		
CSC	Kimberly Davis	517-241-8115	davisk5@michigan.gov
DARD	TBD		
DCH	TBD		
DCR	TBD		
DEQ	Mary Kay Hawes	517-881-0768	HawesM@michigan.gov
DHS	David Turner	517-241-9790	TurnerD2@michigan.gov
DMVA	Kim Graham	517-481-7643	GrahamK@michigan.gov
DNR	TBD		
DOC	Anita Talcott	517-373-3798	talotta@michigan.gov
DOS	William Badgero	517-241-4228	badgerow@michigan.gov
DTMB-Mail & Delivery Services	Shelly Millimaki	517-322-6788	MillimakiS@michigan.gov
DTMB-FBSA/Real Estate Division	Jamie Phillippo	517-284-7941	PhillippoJ@michigan.gov
LARA	TBD		
MDE	TBD		
MDOT	TBD		
MSP	TBD		
SOS	TBD		
Treasury	Ann Luepnitz	517-636-5335	luepnitza@michigan.gov



EXHIBIT E

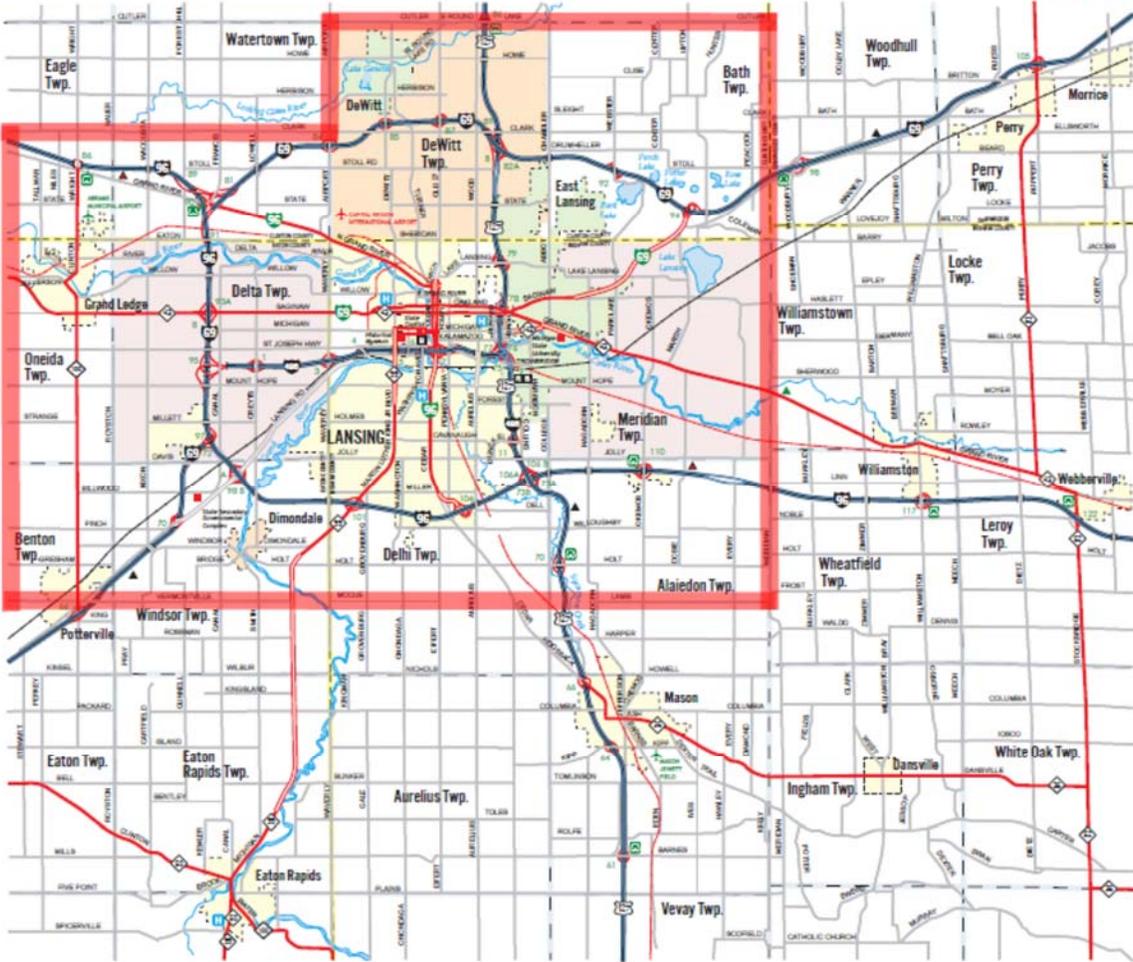




EXHIBIT F

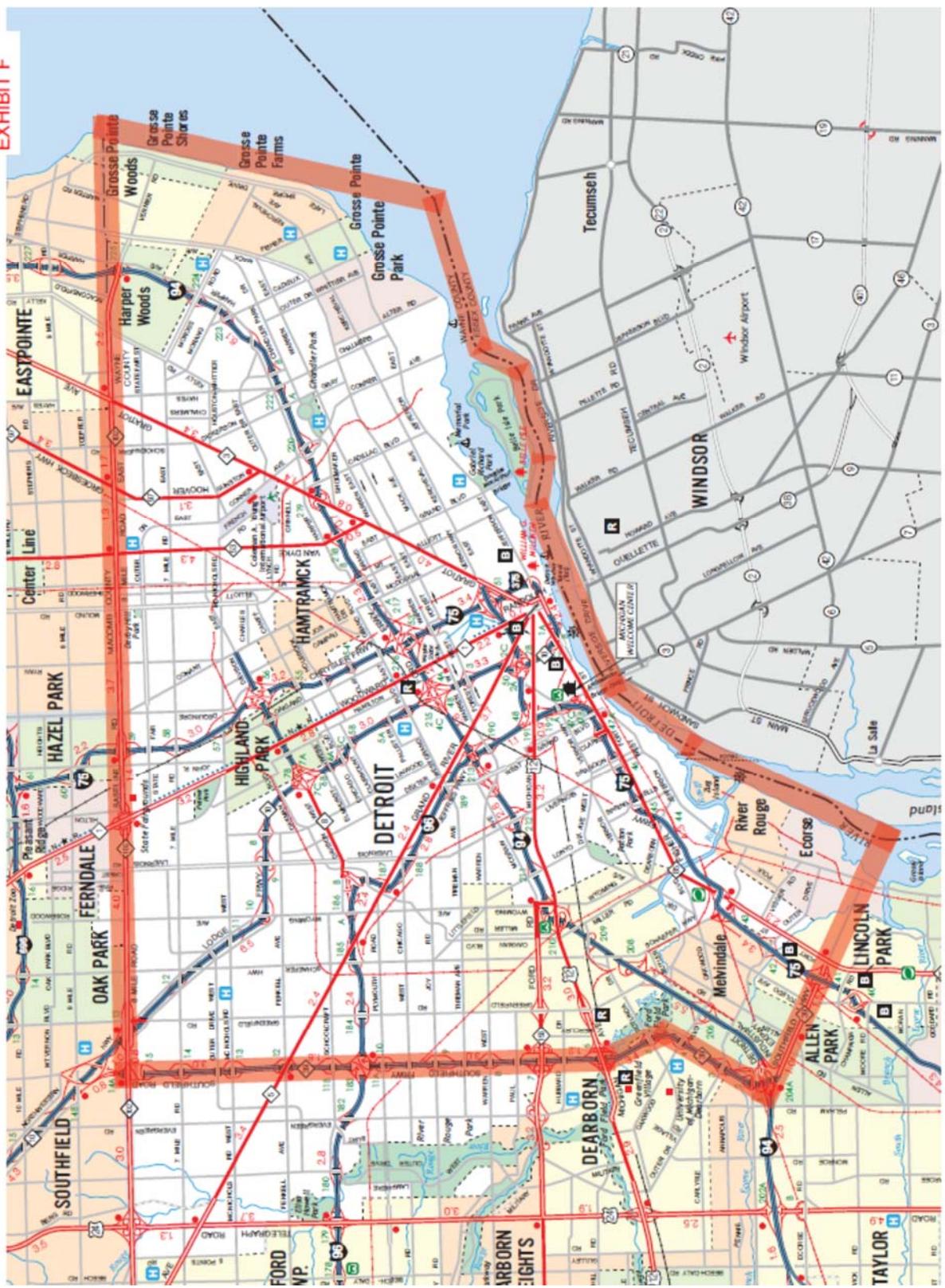




Exhibit G

Example of Bin/Tote Rentals:



Example of dolly to be provided for every 4 bins/totes:





STATE OF MICHIGAN STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Corrigan Moving and Storage, d.b.a. Corrigan Moving Systems (“**Contractor**”), a Michigan corporation. This Contract is effective on October 1, 2015 (“**Effective Date**”), and unless terminated, expires on September 30, 2018.

This Contract may be renewed for up to two (2) additional one-year periods. Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
<p><i>Yvon Dufour</i> 525 W. Allegan, Constitution Hall, 1st Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 284-6996</p>	<p><i>Chase A. Robison, Regional Sales Manager</i> 4204 Holiday Dr. Flint, MI 48507 crobison@corriganmoving.com 810-235-9700</p>



3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a “**Contract Administrator**”):

State:	Contractor:
<i>Yvon Dufour 525 W. Allegan, Constitution Hall, 1st Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 284-6996</i>	<i>Chase A. Robison, Regional Sales Manager 4204 Holiday Dr. Flint, MI 48507 crobison@corriganmoving.com 810-235-9700</i>

4. **Program Manager.** The Program Managers for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”).

Program Managers from each State agency (See Exhibit D – Agency Contacts) who has the sole authority to request Contractor’s services on behalf of their respective State agency. If there is any question as to whether a service request has been submitted with proper authorization, Contractor must contact the State’s Contract Administrator for clarification before taking further action regarding such request.



5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
Hired and Non-Owned Automobile Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Accident	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Property Insurance (Only applicable for Exhibit A, Section A – Office Relocation Services)	
The Contractor is responsible for Property Insurance covering any loss or damage to State-owned owned property that results from this agreement including cargo while in transit, and State-owned office space used by the Contractor for any reason under this Contract, together with State-owned equipment, software and other contents of the office space, including without limitation, those contents used by the Contractor to provide the Services to the State, up to its replacement value, where the property is under the care, custody and control of the Contractor.	The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents must be endorsed on the policy as a loss payee as its interests appear.



If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of contract work; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the contract of work; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. **Extended Purchasing Program.** The Contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this Contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees



of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.



Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.



21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.
22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 120 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting



from which the State and Contractor may reconcile all outstanding accounts (collectively, “**Transition Responsibilities**”). This Contract will automatically be extended through the end of the transition period.

26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor’s employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor’s employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor’s employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State’s written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party’s opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.
28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, “**Proceeding**”) involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor’s viability or financial stability; or (2) a governmental or public entity’s claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.



30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State (“**State Data**”); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **RESERVED**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. Meaning of Confidential Information. For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; 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 or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.



- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. **RESERVED**

34. **RESERVED**

35. **RESERVED**

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in



connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **RESERVED**
41. **Nondiscrimination.** Under the Elliott-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.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
42. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
43. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
44. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
45. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
46. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.



Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

47. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
48. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
49. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.
50. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
51. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
52. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
53. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").