

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**    December 6, 2011  
**PROCUREMENT**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

**CHANGE NOTICE NO. 4**  
**TO**  
**CONTRACT NO. 071B8200069**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Corrigan Moving Systems</b> <b>23923 Research Dr.</b> <b>Farmington Hills, MI 48335</b> Email: <a href="mailto:ncorrigan@corriganmoving.com">ncorrigan@corriganmoving.com</a>	TELEPHONE: Nathan Corrigan <b>(248) 471-4000</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-9776 <b>Paula Hurst</b>
Contract Compliance Inspector: Paula Hurst <b>Moving of Office Equipment and Supplies – Department of Management and Budget - Statewide</b>	
CONTRACT PERIOD:                      From: <b>January 15, 2008</b> To: <b>January 15, 2013</b>	
TERMS <b>1% 10 Days Net 30 Days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	
MISCELLANEOUS INFORMATION:	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

Effective December 6, 2011, this Contract is EXTENDED one year utilizing the second and final option year available on this Contract. The new end date is January 15, 2013.

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

**AUTHORITY/REASON:**

Per DTMB Procurement and vendor agreement.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$750,000.00**

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

March 29, 2011

**CHANGE NOTICE NO. 3**  
**TO**  
**CONTRACT NO. 071B8200069**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

<b>NAME &amp; ADDRESS OF VENDOR</b>  <b>Corrigan Moving Systems</b> <b>23923 Research Dr.</b> <b>Farmington Hills, MI 48335</b> Email: <a href="mailto:ncorrigan@corriganmoving.com">ncorrigan@corriganmoving.com</a>		<b>TELEPHONE: Nathan Corrigan</b> <b>(248) 471-4000</b>
		<b>VENDOR NUMBER/MAIL CODE</b>
		<b>BUYER/CA (517) 373-9776</b> <b>Paula Greathouse</b>
<b>Contract Compliance Inspector: Paula Greathouse</b> <b>Moving of Office Equipment and Supplies – Department of Management and Budget - Statewide</b>		
<b>CONTRACT PERIOD: From: January 15, 2008 To: January 15, 2012</b>		
<b>TERMS</b> <b>1% 10 Days Net 30 Days</b>	<b>SHIPMENT</b> <b>N/A</b>	
<b>F.O.B.</b> <b>Delivered</b>	<b>SHIPPED FROM</b> <b>N/A</b>	
<b>MINIMUM DELIVERY REQUIREMENTS</b> <b>N/A</b>		
<b>MISCELLANEOUS INFORMATION:</b>		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

Effective March 29, 2011, the Buyer and Contract Compliance Inspector on this Contract has been CHANGED to Paula Greathouse.

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

**AUTHORITY/REASON:**

Per DTMB Purchasing Operations.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$750,000.00**

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET      January 25, 2011  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B8200069**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Corrigan Moving Systems</b> <b>23923 Research Dr.</b> <b>Farmington Hills, MI 48335</b> Email: <a href="mailto:ncorrigan@corriganmoving.com">ncorrigan@corriganmoving.com</a>	TELEPHONE: Nathan Corrigan <b>(248) 471-4000</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 <b>Terry Harris</b>
Contract Compliance Inspector: Terry Harris <b>Moving of Office Equipment and Supplies – Department of Management and Budget - Statewide</b>	
CONTRACT PERIOD:                      From: <b>January 15, 2008</b> To: <b>January 15, 2012</b>	
TERMS <b>1% 10 Days Net 30 Days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	
MISCELLANEOUS INFORMATION:	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

Effective immediately this Contract is hereby EXTENDED one (1) year through January 15, 2012.

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

**AUTHORITY/REASON:**

Per letter from vendor dated January 14, 2011 and DTMB Purchasing Operations.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$750,000.00**

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

July 8, 2008

CHANGE NOTICE NO. 1  
OF  
CONTRACT NO. 071B8200069  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR  <b>Corrigan Moving Systems</b> <b>23923 Research Dr.</b> <b>Farmington Hills, MI 48335</b> <b>Email: ncorrigan@corriganmoving.com</b>	TELEPHONE: Nathan Corrigan <b>(248) 471-4000</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 <b>Terry Harris</b>
Contract Compliance Inspector: Terry Harris <b>Moving of Office Equipment and Supplies – Department of Management and Budget - Statewide</b>	
CONTRACT PERIOD: From: <b>January 15, 2008</b> To: <b>January 15, 2011</b>	
TERMS <b>1% 10 Days Net 30 Days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	
MISCELLANEOUS INFORMATION:	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

Please note that the vendor's phone number has been corrected to (248) 471-4000.

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

**AUTHORITY/REASON:**

Per DMB Purchasing Operations

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$750,000.00**

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

February 5, 2008

**NOTICE  
 OF  
 CONTRACT NO. 071B8200069  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>Corrigan Moving Systems          23923 Research Dr.          Farmington Hills, MI 48335</b> Email: <a href="mailto:ncorrigan@corriganmoving.com">ncorrigan@corriganmoving.com</a>	TELEPHONE: Nathan Corrigan <b>(241) 471-4000</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1650 <b>Terry Harris</b>
Contract Compliance Inspector: Terry Harris	
<b>Moving of Office Equipment and Supplies – Department of Management and Budget - Statewide</b>	
CONTRACT PERIOD: From: <b>January 15, 2008</b> To: <b>January 15, 2011</b>	
TERMS <b>1% 10 Days Net 30 Days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	
MISCELLANEOUS INFORMATION:	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

The terms and conditions of this Contract are those of ITB #07117200142, this Contract Agreement and the vendor's quote dated June 15, 2007. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$750,000.00**

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

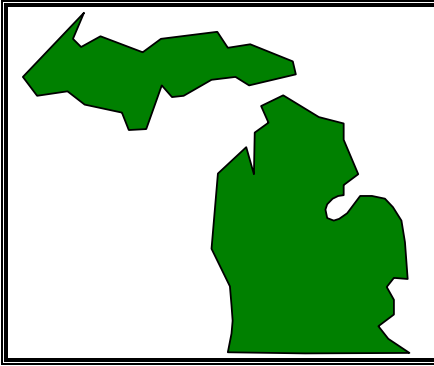
**CONTRACT NO. 071B8200069  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <p style="text-align: center;"><b>Corrigan Moving Systems          23923 Research Dr.          Farmington Hills, MI 48335</b></p> <p style="text-align: center;">Email: <a href="mailto:ncorrigan@corriganmoving.com">ncorrigan@corriganmoving.com</a></p>	TELEPHONE: Nathan Corrigan <b>(241) 471-4000</b> VENDOR NUMBER/MAIL CODE  BUYER/CA (517) 241-1650 <b>Terry Harris</b>
Contract Compliance Inspector: Terry Harris <b>Moving of Office Equipment and Supplies – Department of Management and Budget - Statewide</b>	
CONTRACT PERIOD: From: <b>January 15, 2008</b> To: <b>January 15, 2011</b>	
TERMS <p style="text-align: center;"><b>1% 10 Days Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION: <b>The terms and conditions of this Contract are those of ITB #07117200142, this Contract Agreement and the vendor's quote dated June 15, 2007. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</b>	
Estimated Contract Value: <b>\$750,000.00</b>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07117200142. Orders for delivery will be issued directly by the Department of Management and Budget through the issuance of a Purchase Order Form.

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

<p><b>FOR THE VENDOR:</b></p> <p style="text-align: center;"><b>Corrigan Moving Systems</b>          _____          Firm Name</p> <p style="text-align: center;">_____          Authorized Agent Signature</p> <p style="text-align: center;">_____          Authorized Agent (Print or Type)</p> <p style="text-align: center;">_____          Date</p>	<p><b>FOR THE STATE:</b></p> <p style="text-align: center;">_____          Signature  <b>Jeffrey A. White, Buyer Manager</b>          _____          Name/Title  <b>Commodities Division, Purchasing Operations</b>          _____          Division</p> <p style="text-align: center;">_____          Date</p>
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**STATE OF MICHIGAN**  
**Department of Management and Budget**  
**Purchasing Operations**

Contract No. [071B8200069](#)  
[Moving of Office Equipment and Supplies – \(Corrigan Moving Systems\)](#)  
[Various State Agencies Lower Peninsula of Michigan](#)

Buyer Name: [Terry Harris](#)  
Telephone Number: [517-241-1650](#)  
E-Mail Address: [harrist@michigan.gov](mailto:harrist@michigan.gov)



Moving of Office Equipment and Supplies

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## **Article1 – Statement of Work (SOW)**

### **1.0 Introduction**

#### **1.001 DEFINING DOCUMENT**

This is a formal Contract agreement for Moving of Office Equipment and Supplies; this is a statewide provision for the State of Michigan ("STATE"), and MiDeal Program Members (Authorized Local Units of Government).

#### **1.002 PROJECT TITLE AND DESCRIPTION**

The purpose is to establish a Contract for [Moving of Office Equipment and Supplies](#).

#### **1.003 PROJECT CONTROL**

##### Project Control

- a. Corrigan Moving Systems will carry out this project under the direction and control of the Department of Management and Budget, Purchasing Operations.

#### **1.004 COMMENCEMENT OF WORK**

Contractor shall show acceptance of this agreement by signing two copies of this contract and returning them to the contract administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms, and then only in response to specific Contract release/purchase orders issued by the State MiDeal Members.

### **1.1 Service Quality**

#### **1.101 SPECIFICATIONS**

It will be the mover's responsibility to secure the return of all cartons used in the move. Delivery and pickup of empty cartons will be at no charge to the State, if the Contractor does the actual move. If the Contractor does not do the actual move, there will be a charge for pickup and delivery of cartons. The State will be liable for cartons destroyed in moves done by the State. The State shall not be responsible for cartons destroyed by the Contractor.

The Contractor shall furnish the necessary trucks, experienced men and equipment to efficiently handle the move without delay and each move will have a supervisor assigned to assure maximum use of manpower. Personnel shall be experienced and 18 years old or older. Time will be computed from the time the crew arrives at the location until the move is completed.

Only the number and size of trucks required to efficiently handle the move shall be used. The substitution of small trucks for large vans where large vans are required or the substitution of large vans where small trucks would be adequate will not be accepted.

In submitting invoices, the Contractor shall list the number of vehicles used, number of employees engaged in the move and number of hours worked. In case of emergency, storage charges will be negotiated at that time. Phone/Computer/Printer/Fax/Copier – disconnect, relocate & reconnect at no charge to the State.

The charge for reusable plastic bins and dollies (each unit) destroyed or not returned shall not exceed \$25.00!!

Delivery of supplies (boxes, labels, etc.) shall be billed at the "mover" straight-time wage.

One (1) supervisor will be allowed payment for each ten (10) straight movers.

One (1) driver will be allowed payment per truck. Others riding in truck will be paid straight move wages.



Charges will not be assessed until mover arrives at move site if the site is within an eight (8) mile radius of the Contractor's address.

All dollies, containers, padding and tyga type containers are to be furnished and delivered free of charge by the mover, if the Contractor performs the actual move. There will be a charge if the Contractor does not do the actual move.

The State will only pay for trucks being used in the actual move process.

The Contractor will be responsible for transporting employees to each move site.

The Contractor will be responsible for making arrangement with cities to block meter, street lane blockage or any other city ordinance that may apply.

Planning, as part of the move will include: planning/packing/moving/unpacking.

Information to be provided by State Agencies:

Access: Dock/Elevators/Stairs/Doors/Hallways: locations, height, access, size, and availability

Number of Offices/People to be moved (approximate number of boxes per person – pre-packed)

Number of computers, files, file cabinets, tables, tables, chairs, books, white boards, artwork

**1.102 RESEARCH AND DEVELOPMENT**

Corrigan Moving Systems was one of the first companies to utilize "Computer Carts" for the relocation of high value computers and electronics. Corrigan Moving Systems is completing a multi-year Research and Development project to create a comprehensive web-based inventory management system for their customers. Corrigan Moving Systems clients will be able to view their inventory online (including digital pictures) schedule deliveries, view online billing, and reporting and transfer inventory between multiple warehouses nationwide.

**1.103 QUALITY ASSURANCE PROGRAM**

Corrigan Moving Systems is an ISO 9001-2000 registered company.

**1.104 WARRANTY FOR PRODUCTS OR SERVICES**

Corrigan Moving Systems committed to resolving all issue damages or other problems the same day or next day. Corrigan Moving Systems stand behind all their work 100% and will do what it takes to ensure every customer is over-satisfied with their moving experience.

**1.2 Service Capabilities**

**1.201 CUSTOMER SERVICE/ORDERING**

Corrigan Moving Systems Move Coordinator will plan and schedule all move throughout the State. The Move Coordinator will be able to offer prompt and responsive service. Corrigan offers a toll-free "800" number and has the ability to receive orders via email, phone, fax, or written orders.

**1.202 TRAINING**

Corrigan Moving Systems offer move preparation training on large projects for the State of Michigan at no charge. Corrigan Moving Systems will train employees how to properly and safely pack moving cartons, how to correctly label their boxes for relocation.

**1.203 REPORTING**

Corrigan Moving Systems is able to collect and report on any information relating to the moving process. Will provide itemized reports of quantities purchased, purchases by agency, open invoice reports and more.

**1.204 SPECIAL PROGRAMS**

Corrigan Moving Systems will allow the State to return any un-used new cartons upon completion of the move and will credit back the value of those cartons. Corrigan Moving Systems offers quantity discounts on warehouse storage. If the State uses over 25,000 cu-ft of storage, Corrigan can offer a 10% discount; if storage exceeds 100,000 cu-ft, Corrigan can offer a 20% discount.

**1.205 SECURITY**

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

The State will decide whether to issue State ID badges to the Contractor delivery personnel or accept the ID badge issued to delivery personnel by the Contractor.

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

The Contractor and its subcontractors will comply with the security access requirements of individual State facilities (ex. The Department of Corrections requires LEIN check be performed on anyone entering a prison facility).

**1.3 Delivery Capabilities****1.301 TIME FRAMES**

Corrigan Moving Systems wants much advanced notice as possible at least 24 hours in advance; Corrigan can guarantee service on the date requested.

**1.302 MINIMUM ORDER - RESERVED****1.303 PACKAGING**

Needs are discussed with the various State agencies at pre-approve move meetings, their needs for packaging and services will be provided accordingly.

**1.304 PALLETIZING**

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

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

**1.305 DELIVERY TERM**

Prices are "F.O.B. Delivered" with transportation charges prepaid on all orders. Other F.O.B. terms will not be accepted and shall disqualify a bidder from further consideration. This supersedes instruction within the DMB-285 form.

**1.306 FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION - RESERVED****1.4 Project Price****1.401 PROPOSAL PRICING**

Pricing for the items included on the back of Contract (see attached Item listing).

**1.402 QUICK PAYMENT TERMS**

Corrigan Moving Systems offers a 1% discount for payment within 10 days.

**1.403 PRICE TERM**

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

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

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

**1.5 Quantity term**

( X ) Requirements – Vendor agrees to supply all that the state requires



ARTICLE 1B – EVALUATION INFORMATION

**1B.100 VENDOR INFORMATION**

**1B.101 Vendor Name and Address**

Corrigan Moving Systems

**1B.102 Location Address**

23923 Research Dr.  
Farmington Hills, MI 48335

**1B.103 Organization and Year**

75 Years

**1B.104 Contactor Contact**

Nathan Corrigan., (248) 471-4000, fax (248) 471-3746,  
E-mail, website

**1B.200 QUALIFICATIONS**

**1B.201 Prior Experience Reserved**

**1B.202 Staffing**

Nathan Corrigan, General Manager  
[ncorrigan@corriganmoving.com](mailto:ncorrigan@corriganmoving.com)

Steve McConeghy, Project Manager  
[smcconeghy@corriganmoving.com](mailto:smcconeghy@corriganmoving.com)

Carissa McCarty, Commercial Move Coordinator  
[cmccarty@corriganmoving.com](mailto:cmccarty@corriganmoving.com)

Ken O'Malley, Account Executive / Project Manager  
[komalley@corriganmoving.com](mailto:komalley@corriganmoving.com)

Becki Metcalf, Coordinator Support / Billing Supervisor  
[bmetcalf@corriganmoving.com](mailto:bmetcalf@corriganmoving.com)

**1B.300 DISCLOSURES**

**1B.301 Disclosure of Litigation**

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



**1B.302 MIDEAL - Extended Purchasing**

NON-STATE AGENCY STATEMENT

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds. It is the policy of the Office of Acquisition Services, Department of Management and Budget Purchasing Operations, that the final approval to utilize any such contract in this manner must come from the contract vendor.

In such cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. Inasmuch as these are non-state agencies, all purchase orders will be submitted by, invoices will be billed to, and payment will be remitted by the authorized MIDEAL member on a direct and individual basis in accordance with contract terms.

It is the responsibility of the contractor to ensure the non-state agency is an authorized MIDEAL member prior to extending the state contract price. Orders received from non-approved local units of government shall not be considered unless prior approval is granted by DMB Office of Purchasing Operations.

BIDDER MUST CHECK ONE BOX BELOW

Commodities and/or services on this Invitation to Bid will be supplied to State of Michigan departments and agencies, and authorized MIDEAL Program members in accordance with the terms and prices quoted. A complete listing of eligible participants in the MIDEAL Program is available on the State website [www.michigan.gov/doingbusiness](http://www.michigan.gov/doingbusiness).

Commodities and/or services on the Invitation to Bid will not be supplied to State of Michigan authorized MIDEAL members. We will supply to State of Michigan departments and agencies only.

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Authorized Agent Name (print or type)

\_\_\_\_\_  
Authorized Agent Signature



## **Article 2 – General Terms and Conditions**

### **2.0 Introduction**

#### **2.001 GENERAL PURPOSE**

This Contract is for moving of office equipment and supplies for an eight (8) mile radius around the Lansing area and the Detroit metro area around any other large city in Lower Michigan. It will also cover all other offices moves for the remainder of Lower Michigan, but those moves will be charged per the Michigan Mover's and Warehouseman's Tariff 4000 which is in effect at the time of the move. The Contractor is a participant of the Michigan Mover's and Warehouseman's Tariff 4000. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during this CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

MiDeal Program Members (Authorized Local Units of Government) may also issue orders (see attached Non-State Agency Statement, Article 1B.302).

#### **2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR**

This Contract is issued by Purchasing Operations, State of Michigan, Department of Management and Budget, hereinafter known as Purchasing Operations, for all State agencies. Where actions are a combination of those of Purchasing Operations and the State agencies, the authority will be known as the State.

Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Purchasing Operations is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Purchasing Operations and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget  
Purchasing Operations  
[Attn: Laura Gyorkos](#)  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
[\(517\) 373-1455](#)  
[GyorkosL@michigan.gov](mailto:GyorkosL@michigan.gov)

#### **2.003 NOTICE**

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



## 2.004 CONTRACT TERM

The term of any resulting Contract will be for a three (3) years period and will commence with the issuance of a Contract. This will be approximately [January 15, 2008](#) through [January 15, 2011](#).

**Option.** The State reserves the right to exercise 2 one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

**Extension.** At the sole option of the State, the contract may also be extended. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

Written notice will be provided to the Contractor within 30 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause.

## 2.005 GOVERNING LAW

Any resulting Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

## 2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106

Sherman Act, 15 U.S.C.S. § 1 et seq.

Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.

Clayton Act, 15 U.S.C.S. § 14 et seq.

**2.007 RELATIONSHIP OF THE PARTIES**

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

**2.008 HEADINGS**

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

**2.009 MERGER**

Any resulting Contract will constitute the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

**2.010 SEVERABILITY**

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

**2.011 SURVIVORSHIP**

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

**2.012 NO WAIVER OF DEFAULT**

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

**2.013 PURCHASE ORDERS**

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing any resulting Contract (Blanket Purchase Order) agreement and the terms and conditions contained therein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

**2.1 Vendor/Contractor Obligations****2.101 ACCOUNTING RECORDS**

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

**2.102 NOTIFICATION OF OWNERSHIP**

Corrigan Moving Systems shall make the following notifications in writing:



1. When Corrigan Moving Systems becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Purchasing Operations within 30 days.
2. Corrigan Moving Systems shall also notify the Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

Corrigan Moving Systems shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Purchasing Operations or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

### **2.103 SOFTWARE COMPLIANCE**

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

### **2.104 RESERVED**

### **2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) - RESERVED**

### **2.106 PREVAILING WAGE**

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Consumer and Industry Service, Bureau of Safety and Regulation, Wage/Hour Division schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Consumer and Industry Services, the office responsible for enforcement of the wage rates and fringe benefits.



You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

**2.107 PAYROLL AND BASIC RECORDS**

Payrolls and basic records relating to the performance of this contract shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

The Contractor shall submit a copy of all payrolls to the Contract Administrator upon request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained as indicated above.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors upon request from the Contract Administrator

The Contractor or subcontractor shall permit the Contract Administrator or representatives of the Contract Administrator or the State of Michigan to interview employees during working hours on the job.

If the Contractor or subcontractor fails to submit required records or to make them available, the Contract Administrator may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

**2.108 COMPETITION IN SUB-CONTRACTING**

Corrigan Moving Systems shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this contract.

**2.109 CALL CENTER DISCLOSURE**

Vendor and/or all subcontractors involved in the performance of any resulting contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

**2.2 Contract Performance**

**2.201 TIME IS OF THE ESSENCE**

Corrigan Moving Systems is on notice that time is of the essence in the performance of this contract. Late performance will be considered a material breach of this contract, giving the State a right to invoke all remedies available to it under this contract.

**2.202 CONTRACT PAYMENT SCHEDULE - RESERVED**

**2.203 POSSIBLE PROGRESS PAYMENTS**

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

**2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered) - RESERVED****2.205 ELECTRONIC PAYMENT AVAILABILITY**

Electronic transfer of funds (EFT) is available to State contractors. Vendor is required register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at [www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us). Any resulting contract will not be executed by the State unless the contractor is EFT registered with the State of Michigan.

**2.206 PERFORMANCE OF WORK BY CONTRACTOR - RESERVED****2.3 Contract Rights and Obligations****2.301 INCURRING COSTS**

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

**2.302 CONTRACTOR RESPONSIBILITIES**

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

**2.303 ASSIGNMENT AND DELEGATION**

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

Corrigan Moving Systems shall not delegate any duties or obligations under any resulting Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Purchasing Operations has given written consent to the delegation.

**Bidder must obtain the approval of the Director of Purchasing Operations before using a place of performance that is different from the address that bidder provided in the bid.**

**2.304 TAXES**

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates



exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

## 2.305 INDEMNIFICATION

### General Indemnification

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

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

### Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the



Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

#### Code Indemnification

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

#### Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

#### Continuation of Indemnification Obligation

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

#### Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

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



State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

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

### **2.306 LIMITATION OF LIABILITY**

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The Contractor's liability for damages to the State shall be limited to two times the value of the Contract or \$200,000 which ever is higher. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

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

### **2.307 CONTRACT DISTRIBUTION**

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

### **2.308 FORM, FUNCTION, AND UTILITY**

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

### **2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

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

### **2.310 PURCHASING FROM OTHER STATE AGENCIES**

The Department of Management and Budget (DMB), in an effort to assist agencies in obtaining high quality moving services, requesting for specific types of moving services must first be submitted to DMB, Logistics Division, and Transportation Services.



### Moving Services Included

Office Moves – where the location of origin of the move is within a 50-mile radius of Lansing

Internal Building Moves – where the location of origin of the move is within a 50-mile radius of Lansing

DMB Transportation Services will provide a response within 24 hours of the receipt of your request. If DMB Transportation Services is unable to perform the required services, you will be referred to use the State Contract, or alternative resources.

### Moving Services Excluded

Employee's resident move

Office and Internal Building Moves – where agencies have their own staff/equipment to perform moving services

Office and Internal Building Moves – where the origin of the move is outside a 50-mile radius of Lansing

### Process

When there is a need for an office move, and the characteristics of the move are within the services included in this letter, the following steps shall be used:

- 1) Complete form 947 "Request for Moving or Freight Services" transmit the form to Transportation Services using one of the following methods:

E-mail the form to [Moving-Services-Logistics@michigan.gov](mailto:Moving-Services-Logistics@michigan.gov)

Mail the form to Transportation Services, 7461 Crouner Drive, Lansing, MI 48909

The form is available online at [http://michigan.gov/dmb/0,1607,7-150-9141\\_13121-30974--00.html](http://michigan.gov/dmb/0,1607,7-150-9141_13121-30974--00.html)

- 2) DMB Transportation Services will respond within 24 hour of the receipt of the request for services.

- 3) If DMB Transportation Services cannot perform the required services, will notify you of that in our response. You can then secure services from the State contracted mover or use alternate services.

If you have any question or need further assistance about this letter, please contact Transportation Services at (517) 322-6980 or (517) 322-6788.

## **2.311 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to **30 days** after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this Contract for Contract performance.

**2.312 RESERVED****2.313 RESERVED****2.314 WEBSITE INCORPORATION**

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

**2.4 Contract Review and Evaluation****2.401 CONTRACT COMPLIANCE INSPECTOR**

Upon receipt at Purchasing Operations of the properly executed Contract Agreement(s), the person named below will be allowed to oversee this Contract performance on a day-to-day basis during the term of this Contract. However, overseeing this Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Purchasing Operations.** The Contract Compliance Inspector for this project is:

Terry Harris  
Department of Management and Budget  
Purchasing Operations  
530 W. Allegan Lansing, MI 48909  
[Harrist@michigan.gov](mailto:Harrist@michigan.gov) (517) 241-1650

**2.402 PERFORMANCE REVIEWS**

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

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

**2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS**

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

- (a) Inspection of Work Performed. The State's authorized representatives shall at all reasonable times and with ten (10) days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon ten (10) Days prior written notice and during business hours, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that such access will not interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives, so long as no security, labor relations policies and propriety information policies are violated.



- (b) Examination of Records. No more than once per year, Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the "Audit Period"), shall, upon twenty (20) days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the terms and conditions of the Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.
- (c) Retention of Records. Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.
- (d) Audit Resolution. If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within thirty (30) days from receipt of such report, unless a shorter response time is specified in such report. The Contractor and the State shall develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.
1. Errors. If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.
  2. In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten (10%), then the Contractor shall pay all of the reasonable costs of the audit.

## **2.5 Quality and Warranties**

### **2.501 PROHIBITED PRODUCTS**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against this Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless Purchasing Operations has approved a change.

### **2.502 QUALITY ASSURANCE**

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

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

**2.503 INSPECTION**

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

**2.504 GENERAL WARRANTIES (goods)**

*Warranty of Merchantability* – Goods provided by vendor under this agreement shall be merchantable. All goods provided under this contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.

*Warranty of fitness for a particular purpose* – When vendor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the vendor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

*Warranty of title* – Vendor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by vendor, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

**2.505 CONTRACTOR WARRANTIES**

This Contract will contain customary representations and warranties by Corrigan Moving Systems, including, without limitation, the following:

1. Corrigan Moving Systems will perform all services in accordance with high professional standards in the industry;
2. Corrigan Moving Systems will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. Corrigan Moving Systems will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. Corrigan Moving Systems will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. Corrigan Moving Systems will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. Corrigan Moving Systems will perform the services in a manner that complies with all applicable laws and regulations;
7. Corrigan Moving Systems has duly authorized the execution, delivery and performance of this Contract;
8. Corrigan Moving Systems is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.



9. The contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.
10. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
11. The Contractor is qualified and registered to transact business in all locations where required.
12. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
13. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, it true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

#### **2.506 STAFF**

The State reserves the right to approve Corrigan Moving Systems assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

Corrigan Moving Systems shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. Corrigan Moving Systems agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract.

The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

#### **2.507 RESERVED**

#### **2.508 EQUIPMENT WARRANTY**

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain such equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance in accordance with the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) shall be in good operating condition and shall operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of one (1) year commencing upon the first day following Final Acceptance.

Within 10 business days of notification from the State, the Contractor shall adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor shall assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.



The Contractor shall provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract shall be performed by original equipment manufacturer (OEM) trained, certified and authorized technicians.

The Contractor shall act as the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any and all warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

## **2.509 RESERVED**

## **2.6 Breach of Contract**

### **2.601 BREACH DEFINED**

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

### **2.602 NOTICE AND THE RIGHT TO CURE**

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

### **2.603 EXCUSABLE FAILURE**

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a



written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

## 2.7 Remedies

### 2.701 CANCELLATION

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

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

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

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

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

2. Cancellation for Convenience by the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.



4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

## 2.702 RIGHTS UPON CANCELLATION

Termination Assistance. Any resulting Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

## 2.703 LIQUIDATED DAMAGES - RESERVED

## 2.704 STOP WORK

1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either:
  - a) Cancel the stop work order; or
  - b) Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
  - a) The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and
  - b) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.



4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.

## **2.705 SUSPENSION OF WORK - RESERVED**

## **2.8 Changes, Modifications, and Amendments**

### **2.801 APPROVALS**

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

### **2.802 TIME EXTENTIONS**

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

### **2.803 MODIFICATION**

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

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

### **2.804 AUDIT AND RECORDS UPON MODIFICATION**

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Purchasing Operations. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.



If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

## 2.805 CHANGES

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
- (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
  - (4) Directing acceleration in the performance of the work.
- (a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
- (1) The date, circumstances, and source of the order; and
  - (2) That the Contractor regards the order as a change order.
- (b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

## 2.806 NEWS RELEASES

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

## 2.807 LIABILITY INSURANCE

### A. Insurance

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below.

The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

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

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

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

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating



from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See [www.michigan.gov/cis](http://www.michigan.gov/cis)

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

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

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

- 1. Commercial General Liability with the following minimum coverage:
  - \$2,000,000 General Aggregate Limit other than Products/Completed Operations
  - \$2,000,000 Products/Completed Operations Aggregate Limit
  - \$1,000,000 Personal & Advertising Injury Limit
  - \$1,000,000 Each Occurrence Limit
  - \$500,000 Fire Damage Limit (any one fire)

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

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

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

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

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



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

- 4. Employers liability insurance with the following minimum limits:
  - \$100,000 each accident
  - \$100,000 each employee by disease
  - \$500,000 aggregate disease
- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).
- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
- 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

**B. Subcontractors**

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

**C. Certificates of Insurance and Other Requirements**

Contractor shall furnish to the Office of Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the “Certificates”). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer’s attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall



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



**ITEM LISTING/PRICING PAGE**

<u>Move Personnel</u>		Rate/Hour	# of Hours	# of Personnel	Total
<b>Move Supervisor</b>	Straight Time	<b>\$25.00</b>			
	Overtime (after 8hrs)	<b>\$32.00</b>			
	Double-Time	<b>N/A</b>			
	Sunday/Weekend	<b>\$32.00</b>			
<b>Mover</b>	Straight Time	<b>\$25.00</b>			
	Overtime (after 8hrs)	<b>\$32.00</b>			
	Double-Time	<b>N/A</b>			
	Sunday/Weekend	<b>\$32.00</b>			
<b>Project Manager</b>	Straight Time	<b>No Charge</b>			
	Overtime (after 8hrs)	<b>No Charge</b>			
	Double Time	<b>N/A</b>			
	Sunday/Weekend	<b>No Charge</b>			
<b>Driver</b>	Straight Time	<b>\$29.00</b>			
	Overtime (after 8hrs)	<b>\$36.00</b>			
	Double Time	<b>N/A</b>			
	Sunday/Weekend	<b>\$36.00</b>			

How many hour of project management will be offered free of charge **No Charge**

Rate charged per hour for project management after designated hours **No Charge**

Rate charged from Contractor location to job site beyond an 8 mile radius **\$25.00**

Rate charged by Contractor from job site back to Contractor location beyond 8 mile radius **\$25.00**



Packing Charge (hourly)	Office: <b><u>\$25.00</u></b>	Laboratory: <b><u>\$25.00</u></b>
Computer/IT Equipment (hourly)		<b><u>\$25.00</u></b>
Unpacking Charge (hourly)	Office: <b><u>\$25.00</u></b>	Laboratory: <b><u>\$25.00</u></b>
Computer/IT Equipment (hourly)		<b><u>\$25.00</u></b>

**Transport/Moving Vehicles**

Tractor/Trailers: Rate Per Hour:		<b><u>\$15.00</u></b>
Tractor/Trailers: Storage per Day		<b><u>\$35.00</u></b>
Tractor/Trailers: Storage per Week		<b><u>\$100.00</u></b>
Tractor/Trailers: Storage per Month		<b><u>\$300.00</u></b>
Large Truck (over 28 feet): Rate per Hour	<b><u>\$15.00</u></b>	Rate Per Day (Max.) <b><u>N/A</u></b>
Small Truck: Rate Per Hour:	<b><u>\$15.00</u></b>	Van: Rate per Day (Max.) <b><u>N/A</u></b>
Mileage Charge: Per Mile:	<b><u>\$1.00</u></b>	Weight of Shipment: <b><u>No Charge</u></b>

**Moving Equipment and Supplies**

Masonite fiberboard – for floor protection (4’ x 8’) sheet:		<b><u>No Charge</u></b>
Plywood – for floor protection (sheet)	1/2” <b><u>No Charge</u></b>	1/4” <b><u>No Charge</u></b>
Protection Material (walls/doorways/floors) Foam Insulation Sheets:		<b><u>No Charge</u></b>
Protection Material (walls/doorways/floors) Cardboard Sheets:		<b><u>No Charge</u></b>
Speed Pack – rental (39 x28 x 24) 1 dolly included		<b><u>\$4.00 ea</u></b>
Speed Pack – purchase (39 x28 x 24) 1 dolly included		<b><u>\$15.00 ea</u></b>
4-wheel dolly for use with speed pack – purchase price		<b><u>\$25.00 ea</u></b>
4-wheel dolly for use with speed pack – rental charge		<b><u>No Charge</u></b>
Reusable plastic bins rental charge (1 dolly included/no charge)		<b><u>\$0.35 ea/day</u></b>
Reusable plastic bins rental charge for (4 plastic bins = each)		<b><u>\$0.35 ea/day</u></b>



Rental charge for reusable plastic bins without mover assistance		<b><u>\$0.35 ea/day</u></b>
Charge for 1 pickup & 1 delivery of 50+ Reusable Plastic Bins		<b><u>N/A</u></b> Lansing/Metro Area
Charge for 1 pickup & 1 delivery of -50 Reusable Plastic Bins		<b><u>N/A</u></b> Lansing/Metro Area
Charge for 1 pickup & 1 delivery of 100+ Reusable Plastic Bins		<b><u>\$150.00 ea/day</u></b> Lansing/Metro Area
Charge for 1 pickup & 1 delivery of -100 Reusable Plastic Bins		<b><u>\$100.00 ea/day</u></b> Lansing/Metro Area
6.0 Cartons (24 x 18 x 24)	Rental	<b><u>\$0.55 ea/day</u></b>
6.0 Cartons (24 x 18 x 24)	Purchase	<b><u>\$2.65 ea/day</u></b>
4.5 Cartons (18 x 18 x 24)	Rental	<b><u>\$0.45 ea/day</u></b>
4.5 Cartons (18 x 18 x 24)	Purchase	<b><u>\$2.10 ea/day</u></b>
3.0 Cartons (18 x 18 x 16)	Rental	<b><u>\$0.35 ea/day</u></b>
3.0 Cartons (18 x 18 x 16)	Purchase	<b><u>\$1.50 ea/day</u></b>
Legal Tote Boxes/Cartons (24 x 16 x 13)	Rental	<b><u>\$0.60 ea/day</u></b>
Legal Tote Boxes/Cartons (24 x 16 x 13)	Purchase	<b><u>\$3.00 ea/day</u></b>
Letter Tote Boxes/Cartons (24 x 12 x 12)	Rental	<b><u>\$0.50 ea/day</u></b>
Letter Tote Boxes/Cartons (24 x 12 x 12)	Purchase	<b><u>\$2.50 ea/day</u></b>
1.5 Cartons (17 x 13 x 13)	Rental	<b><u>\$0.25 ea/day</u></b>
1.5 Cartons (17 x 13 x 13)	Purchase	<b><u>\$1.10 ea/day</u></b>
Specialty Cartons (Specify size and type if applicable) _____		<b><u>Various ea/day</u></b>
<b><u>Additional sizes available upon request</u></b>		
Charge for Destroyed Boxes: (type, number, material made of cardboard, ect.) _____		
<b><u>If rental carton is destroyed, purchase price will be charged</u></b>	Purchase Price _____	ea
Carts (CRT)		<b><u>No Charge</u></b>
Dollies/Carts Charge		<b><u>No Charge</u></b>
Library/Panel Carts		<b><u>\$4.00 ea/day</u></b>



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

	One Time Drop	_____	Lansing 8 mile radius
	Hourly Rate	_____	Lansing 8 mile radius
Pickup	One Time	_____	Lansing 8 mile radius
	Hourly Rate	_____	Lansing 8 mile radius
Pads			<b><u>No Charge</u></b>
Dish Pack	Rental		<b><u>\$0.80 ea/day</u></b>
Bubble Warp, small 3/16 – 24” x 750” roll – perf 12”			<b><u>\$104.35 ea</u></b>
Bubble Wrap, large ½ - 24” x 250” roll – perf 12”			<b><u>\$43.20 ea</u></b>
Bubble Wrap, large ½ - 48” x 250” roll – perf 12”			<b><u>\$80.70 ea</u></b>
Bubble Dispenser, small 12” x 150” – perf 12”			<b><u>\$15.20 ea</u></b>
Bubble Dispenser, large 12” x 100” – perf 12”			<b><u>\$16.55 ea</u></b>
Cellulose Wadding 6 ply – 36” x 72”			<b><u>\$1.50 ea</u></b>
Cellulose Wadding 6 ply – 48” x 72”			<b><u>\$1.75 ea</u></b>
Cellulose Wadding 6 ply – 60” x 72”			<b><u>\$2.00 ea</u></b>
Paper Pack – Wrapping – White Sheet		_____	ea <b><u>\$1.00 per lb</u></b>
Shrink/Stretch Wrap – 18” x 1500’ rolls			<b><u>\$15.00 roll</u></b>
Corrugated Roll – 36” x 250’ single face			<b><u>\$46.10 roll</u></b>
Box Tape 2” x 55 yards			<b><u>\$2.00 roll</u></b>
Labels – Rolls (500 each)			<b><u>\$10.00 roll</u></b>
Labels – Sheet (1000 each)			<b><u>\$20.00 sheet</u></b>



**Storage/Warehousing**

Warehousing **\$.20 cu. ft.** per day/week \_\_\_\_\_

Tractor/Trailer Storage

**Per Day \$35.00**

**Per Week \$100.00**

**Per Month \$300.00**

**Miscellaneous**

Rental: Equipment or various boxes – needed prior to and/or after move

Per Day Rental:

With Move **Rates quoted above**

Without Move **Rates quoted above**

**Insurance**

Insurance to be purchased at agencies discretion.

Contractor’s Liability Insurance purchased by the State shall include all damage and loss.

Cargo Liability Insurance coverage **\$3.50** per \$1,000.00 of coverage

(Cargo Liability Insurance shall provide full replacement on all items.)

Contractor’s additional Liability charge **\$0.60** per pound.

**INFORMATION SHEET**

Bidder Name: **CORRIGAN MOVING SYSTEMS**

Number of experienced moving personnel you regularly employ: **400 in Michigan**

Number of experienced moving personnel available for any major job: **400 PLUS**

Number and type of trucks: **150 Tractors, 75 Straight Trucks,**

Sizes of trucks: **200 53' Trailers, 50 Small Trailers**

Number of trucks with a lift: **20 Tractor Trailers, 20 Straight Trucks**

Number of dollies, containers and pads you have available to use on this Contract:

Dollies: **2,500**

Containers: **2,000 (commercial crates)**

Pads: **30,000**

Do you carry cargo insurance? **YES** If so, how much? **\$300,000.00** per shipment

Name of insurance company: **VANLINER PROTECTION**

State the Michigan Public Service Commission (MPSC) operating rights you hold and which tariffs you participate in: **Local & Intrastate Authority Traiff 4000**