



STATE OF MICHIGAN PROCUREMENT
 Department Technology, Management and Budget
 Central Procurement Services
 320 S Walnut Street Lansing, MI 48933
 P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
 to
 Contract Number **MA250000000079**

CONTRACTOR	City Elevator of Michigan
	815 West Grand Blvd
	Detroit MI 48216
	Sam Bruno
	(313) 378-3716
	sam.bruno@cityelevatorofmichigan.com
VS0323657	

STATE	Program Manager	Various	DNR
Contract Administrator	Melissa Beck	DTMB	
	(517) 897-1502		
	beckm3@michigan.gov		

CONTRACT SUMMARY

Elevator/Chairlift/Escalator Maintenance & Repair			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 1, 2024	November 30, 2027	5 - 1 Year	November 30, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		NA	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$500,000.00		\$0.00	\$500,000.00	

DESCRIPTION

Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.

Effective January 29, 2026, the following locations are added to this contract per below revised Schedule B.

DNR Belle Isle State Park - Casino Building, monthly service/12 service per year @ \$200.00 /service.

DNR Outdoor Adventure Center (OAC), monthly service/ 12 service pr year@ \$200.00/service.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement and DTMB Central Procurement Services approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DNR	Jacob Brown		BrownJ34@michigan.gov
DNR	Timothy Melko		MelkoT@michigan.gov
DNR	Melissa VanderVelde		VANDERVELDEM@michigan.gov
DNR	Myron Johnson		JohnsonM54@michigan.gov
DNR	James Gallie		GALLIEJ@michigan.gov

	3044 W. Grand Blvd Detroit, MI 48202	teleszr1@michigan.gov 517-241-5539 DTMB	BustilloM@michigan.gov 313-456-1101 DTMB	Traction Elevators - Passenger	P-1433	M-F, 7 am to 1pm Sat	Monday - Friday	350.00	4,200.00	12	200.00	12	1,500.00	500.00	35.00	50.00	
269	Cadillac Place 3044 W. Grand Blvd Detroit, MI 48202	Rob Telesz teleszr1@michigan.gov 517-241-5539 DTMB	ZONE 10 - Marge Bustillo BustilloM@michigan.gov 313-456-1101 DTMB	Otis Traction Elevators - Passenger	P-1434	7 am to 7 pm M-F, 7 am to 1pm Sat	7 a.m to 5 p.m Monday - Friday	350.00	4,200.00	12	200.00	12	1,500.00	500.00	35.00	50.00	
270	Cadillac Place 3044 W. Grand Blvd Detroit, MI 48202	Rob Telesz teleszr1@michigan.gov 517-241-5539 DTMB	ZONE 10 - Marge Bustillo BustilloM@michigan.gov 313-456-1101 DTMB	Otis Traction Elevators - Passenger	P-1435	7 am to 7 pm M-F, 7 am to 1pm Sat	7 a.m to 5 p.m Monday - Friday	350.00	4,200.00	12	200.00	12	1,500.00	500.00	35.00	50.00	
271	Cadillac Place 3044 W. Grand Blvd Detroit, MI 48202	Rob Telesz teleszr1@michigan.gov 517-241-5539 DTMB	ZONE 10 - Marge Bustillo BustilloM@michigan.gov 313-456-1101 DTMB	Otis Traction Elevators - Passenger	P-1436	7 am to 7 pm M-F, 7 am to 1pm Sat	7 a.m to 5 p.m Monday - Friday	350.00	4,200.00	12	200.00	12	1,500.00	500.00	35.00	50.00	
272	Cadillac Place 3044 W. Grand Blvd Detroit, MI 48202	Rob Telesz teleszr1@michigan.gov 517-241-5539 DTMB	ZONE 10 - Marge Bustillo BustilloM@michigan.gov 313-456-1101 DTMB	Otis Traction Elevators - Passenger	P-1437	7 am to 7 pm M-F, 7 am to 1pm Sat	7 a.m to 5 p.m Monday - Friday	350.00	4,200.00	12	200.00	12	1,500.00	500.00	35.00	50.00	
273	Cadillac Place 3044 W. Grand Blvd Detroit, MI 48202	Rob Telesz teleszr1@michigan.gov 517-241-5539 DTMB	ZONE 10 - Marge Bustillo BustilloM@michigan.gov 313-456-1101 DTMB	Otis Traction Elevators - Freight	F-424	7 am to 7 pm M-F, 7 am to 1pm Sat	7 a.m to 5 p.m Monday - Friday	350.00	4,200.00	12	200.00	12	1,500.00	500.00	35.00	50.00	
274	Cadillac Place 3044 W. Grand Blvd Detroit, MI 48202	Rob Telesz teleszr1@michigan.gov 517-241-5539 DTMB	ZONE 10 - Marge Bustillo BustilloM@michigan.gov 313-456-1101 DTMB	Otis Traction Elevators - Freight	F-493 east freight	7 am to 7 pm M-F, 7 am to 1pm Sat	7 a.m to 5 p.m Monday - Friday	350.00	4,200.00	12	200.00	12	1,500.00	500.00	35.00	50.00	
275	Cadillac Place 3044 W. Grand Blvd Detroit, MI 48202	Rob Telesz teleszr1@michigan.gov 517-241-5539 DTMB	ZONE 10 - Marge Bustillo BustilloM@michigan.gov 313-456-1101 DTMB	Otis Traction Elevators - Freight	F-494 west freight (M3173)	7 am to 7 pm M-F, 7 am to 1pm Sat	7 a.m to 5 p.m Monday - Friday	350.00	4,200.00	12	200.00	12	1,500.00	500.00	35.00	50.00	
276	Cadillac Place 3044 W. Grand Blvd Detroit, MI 48202	Rob Telesz teleszr1@michigan.gov 517-241-5539 DTMB	ZONE 10 - Marge Bustillo BustilloM@michigan.gov 313-456-1101 DTMB	Otis Escalator	9741	7 am to 7 pm M-F, 7 am to 1pm Sat	7 a.m to 5 p.m Monday - Friday	N/A	N/A	12	250.00	12	2,500.00	500.00	35.00	50.00	
277	Cadillac Place 3044 W. Grand Blvd Detroit, MI 48202	Rob Telesz teleszr1@michigan.gov 517-241-5539 DTMB	ZONE 10 - Marge Bustillo BustilloM@michigan.gov 313-456-1101 DTMB	Otis Escalator	9742	7 am to 7 pm M-F, 7 am to 1pm Sat	7 a.m to 5 p.m Monday - Friday	N/A	N/A	12	250.00	12	2,500.00	500.00	35.00	50.00	
278	Cadillac Place 3044 W. Grand Blvd Detroit, MI 48202	Rob Telesz teleszr1@michigan.gov 517-241-5539 DTMB	ZONE 10 - Marge Bustillo BustilloM@michigan.gov 313-456-1101 DTMB	Concorde Wheelchair Lift	11305	7 am to 7 pm M-F, 7 am to 1pm Sat	7 a.m to 5 p.m Monday - Friday	130.00	1,560.00	4	100.00	4	1,000.00	500.00	35.00	50.00	



STATE OF MICHIGAN PROCUREMENT
 Department Technology, Management and Budget

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **25000000079**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	City Elevator of Michigan
	815 West Grand Blvd
	Detroit Michigan 48216
	Sam Bruno
	(313) 378-3716
	sam.bruno@cityelevatorofmichigan.com
	VS0323657

STATE	Program Manager	Multiple	Multiple
Contract Administrator	Yvon Dufour	DTMB	
	517-249-0455		
	dufoury@michigan.gov		

CONTRACT SUMMARY

DESCRIPTION: Elevator/Chairlift/Escalator Maintenance & Repair

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
12/1/2024	11/30/2027	5 - 1 Year	11/30/2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		NA	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #240000001960. Orders for delivery will be issued directly by the Department in accordance to Schedule A, section 5. Ordering.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<u>\$500,000.00</u>

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOC	David A. Albrecht	517 780-6445	AlbrechtD@michigan.gov
MDOC	George B. Sevarns	906 293-6200	SevarnsG@michigan.gov
MDOT	Keith Williams	313 965-6350	WilliamsK69@michigan.gov
DMVA	Gregory Pawlak	517 481-7655	PawlakG@michigan.gov
MDOT	Jason Garza	989 773-6104	GarzaJ3@michigan.gov
MDHHS	Dan Carter	269 664-9223	Carterd3@michigan.gov
MDHHS	David Roschinsky	734 295-4544	RoschinskyD@michigan.gov
DMVA	Walter Sullivan	906 226-3576	SullivanW@michigan.gov
DNR	Jacob Brown	313 821-9844	BrownJ34@michigan.gov
DNR	Patrick Whalen	231 798-3711	WHALENP1@michigan.gov
DNR	Timothy Melko	906 226-1332	MelkoT@michigan.gov
MDOC	Eames E. Groenleer	517 780-6076	GroenleerE@michigan.gov
MSP	Paul Akeo	517 284-3154	AkeoP1@michigan.gov
MDARD	Brandon Colby	517 342-4487	ColbyB@michigan.gov
DNR	Melissa VanderVelde	231 798-3711	VANDERVELDEM@michigan.gov
MDOC	Jeffery E. Niemi	906 495-5045	NiemiJ2@michigan.gov
MDHHS	Eric Sanders	269 337-3110	SandersE@michigan.gov
MDHHS	Christine White	989 673-3191	WhiteC35@michigan.gov
DNR	Robert Strittmatter	231 436-4205	StrittmatterR@michigan.gov
DNR	Myron Johnson	906 847-6609	JohnsonM54@michigan.gov
DNR	James Gallie	231 843-2423	GALLIEJ@michigan.gov

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name and Title

Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and City Elevator of Michigan (“**Contractor**”), an Ohio Limited Liability Company. This Contract is effective on December 1, 2024 (“**Effective Date**”), and unless terminated, will expire on November 30, 2027 (the “**Term**”).

This Contract may be renewed for up to five one-year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

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

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities unless otherwise specified in a Statement of Work.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

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

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

If to State:	If to Contractor:
See Contract Administrator information shown below.	Sam Bruno, Director of Sales 815 West Grand Blvd Detroit MI 48216 sam.bruno@cityelevatorofmichigan.com 313-378-3716

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized for each party, is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Yvon Dufour 320 South Walnut Street, Elliot Larsen Building, 2 nd Floor Lansing, MI 48933 dufoury@michigan.gov (517) 249-0455	Sam Bruno, Director of Sales 815 West Grand Blvd Detroit MI 48216 sam.bruno@cityelevatorofmichigan.com 313-378-3716

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

State:	Contractor:
Multiple Program Managers for each Agency	Sam Bruno, Director of Sales 815 West Grand Blvd Detroit MI 48216 sam.bruno@cityelevatorofmichigan.com 313-378-3716

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements. (See Schedule C)**

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

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

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

8. Reserved

- 9. Relationship of the Parties.** The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.
- 10. Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
- 11. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 12. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
- 13. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, Contractor must perform background checks on all employees and subcontractors

and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

- 14. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 15. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.
- 17. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in a Statement of Work. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 24, Termination for Cause.

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

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

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

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

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If

Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

- 22. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.
- 23. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 24. Termination for Cause.** (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations

under this Contract; or (v) fails to cure a breach within the time stated by the State in a notice of breach, if in its sole discretion the State has chosen to provide a time to cure. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract or (ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 25, Termination for Convenience.

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

25. Termination for Convenience. The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

26. Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **90** calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities,

training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

- 27. Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to the Contractor by any entity, agent, vendor, or employee of the State.
- 28. Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

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

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

- 29. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 30. Limitation of Liability and Disclaimer of Damages.** **IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 31. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 32. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.
- 33. RESERVED**
- 34. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.
- a. Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a

party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be

available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

- e. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

35. RESERVED

36. RESERVED

37. RESERVED

- 38. Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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

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

- 39. Representations and Warranties.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will

not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.

- 40. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 41. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 42. Prevailing Wage.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract.
- 43. RESERVED**
- 44. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 45. Unfair Labor Practice.** Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of

the Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.

- 46. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
- 47. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 48. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 49. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
- 50. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.
- 51. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
Schedule A – Statement of Work	Statement of Work
Schedule B – LSS/ Pricing	Pricing for goods and services
Schedule C- insurance requirements	Insurance Requirements
Schedule D – Specifications	Full Service and Oil & Grease Specifications
Schedule E1 – Maintenance & Inspection Charts (Option 1)	Maintenance Checklist
Schedule E2 – Maintenance & Inspection Charts (Option 2)	Maintenance Checklist

- 52. Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Statement of Work; (b) second, Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR’S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE’S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 53. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 54. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 55. Survival.** Any right, obligation, or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

56. Contract Modification. This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

57. Prevailing Wage Act Statutory Provision. Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract. As required by MCL 408.1112, if the Michigan Prevailing Wage Act, MCL 408.1101 et seq. applies to this Contract, construction mechanics (as defined in MCL 408.1101 (b)) are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements of the Contract. Any construction mechanic aggrieved by the failure of a Contractor or subcontractor to pay prevailing wages or benefits as specified in this Contract, or by a violation of MCL 408.1107, in addition to any other remedies provided in Public Act 10 of 2023 or by law, may bring an action in a court of competent jurisdiction against the Contractor or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal. If the Michigan Prevailing Wage Act, MCL 408.1101 et seq. applies to this Contract, the rates of wages and fringe benefits to be paid to each class of construction mechanic (as defined in MCL 408.1101 (b)) by Contractor and subcontractors must not be less than the wage and fringe benefit rates prevailing in the locality in which the work is performed.

City Elevator of Michigan

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Contract No. 25000000079

Statewide Elevator/Escalator & Chairlift Maintenance Service

BACKGROUND

The following contract is for full maintenance (Option 1) and/or oil & grease (Option 2) contracts for elevators/escalators & chairlifts.

SCOPE

This Contract is for maintenance services for State of Michigan elevators, escalators and chairlifts. Locations are published in Schedule B. It is expected the Contractor bid on only those locations that they can support the services for.

REQUIREMENTS

1. General Requirements

1.1. Product Specifications

The Contractor must Fulfill all the requirements of **Schedule D – Specifications**.

1.2. Warranties

This Contractor shall include any warranty associated with the actual product or parts installed or serviced, as well as the warranty associated with any service work performed.

1.3. Transition

A. Contract Execution: Upon execution of the contract the Contractor will do everything necessary to allow for State Agencies and their appropriate staff to ensure that they can easily procure products necessary, including but not limited to:

1. Engaging with Agency representatives to establish accounts
2. Enroll on-line users (if applicable)

B. Post-Contract Transition: Invoices must be sent within 45 days after expiration of contract. Any invoices received after 45 days will result in a non-payment of invoice.

2. Service Requirements

2.1. Timeframes

- A.** All Contract Activities must be delivered within the time frames indicated in **Schedule D – Specifications**, upon date of order. The receipt of order date is pursuant to Section 2, Notice provisions of the Standard Contract.
- B.** The Contractor is responsible for all timelines related to elevator/escalator and chairlift maintenance and repair schedules. The Contractor is responsible to schedule all, but not limited to, monthly, quarterly, annual, three (3) year, and five (5) year maintenance and testing activities outlined in the applicable **Schedule E1 and E2 Maintenance & Inspection Charts**.

- C. It is the Contractors' responsibility to schedule all maintenance and repair service. The Contractor must schedule repairs promptly and notify the agency/location of the scheduled service for confirmation, in order to minimize downtime of any State elevator/escalator and/or chairlift. The State is not responsible for payment of missed scheduled services by the Contractor.

2.2. Technical Support, Repairs and maintenance

Schedule E1-E2- Maintenance & Specifications Chart. If the Contractor provides an online web portal for managing invoices, scheduling, etc, the Contractor must provide technical support for access and technical issues.

2.3. Reporting

The Contractor must submit to the Program Manager or designee, the following written reports: See **Schedule E1-E2- Maintenance & Specifications Chart.**

The State may request other reports as it deems appropriate.

2.4. Meetings

The Contractor must attend the following meetings:

- A. The initial Contract Kick-Off Meeting, usually held within 30 calendar days of the effective date.
- B. Meetings requested by individual State Agencies.
- C. Meetings requested by the Contract Administrator.
- D. The State may request other meetings as it deems appropriate.

3. Staffing

3.1. Contractor Representative

- A. The Contractor must appoint one individual specifically assigned to State of Michigan accounts who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the "Contractor Representative").
- B. The Contractor Representative is also a Key Personnel.
- C. The Contractor Representative (or designee) must be available to take calls between 8:00 and 5:00 pm ET, Monday through Friday.
- D. The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.
- E. The Contractor may not remove or assign Key Personnel without the prior notification of the State. Prior notification is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause.

3.2. Key Personnel

The Contractor must appoint one (1) individual who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 12 hours.

The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's

control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30 calendar day training period for replacement personnel.

The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

Contractor Representative: Sam Bruno

Phone: (313) 378-3716

Email: Sam.Bruno@cityelevatorofmichigan.com

Physical Location: Detroit, MI

Functions: Director of Sales

3.3. Organizational Chart

President – Ryan Robinson

- Ryan.Robinson@cityelevatorofmichigan.com / 313-391-0581

Operations Manager – Brenda Presson

- Bpresson@cityelevatorofmichigan.com / 313-400-6764

Director of Sales, New Business Manager – Sam Bruno

- Sam.Bruno@cityelevatorofmichigan.com / 313-378-3716

Director of Service Operations – Robert Frush

Rfrush@cityelevatorofmichigan.com / 313-348-3219

Office Manager – Kerry Greenwood

Kerry.Greenwood@cityelevatorofmichigan.com / 313-938-1786

Repair Specialist – Kyle Bloom

Kyle.Bloom@cityelevatorofmichigan.com / 313-570-4658

3.4. Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to contact the Contractor Representative who must be available for calls during the hours of 8 am to 5 pm EST Monday-Friday at a minimum. Identify customer service availability for this proposal by hours and days of the week.

Elevator Service Customer Service Line M-F 8:00 am to 4:30 pm (313) 500-5332
After Regular Business Hours (877) 641-6422

3.5. Technical Support, Repairs and Maintenance

The Contractor must specify its toll-free number for the State to contact the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST Monday through Friday at a minimum. Identify availability for this proposal by hours and days of the week. Contractor must include

24/7 emergency service support (Include any web portal or access for invoices and scheduling).

Elevator Service Customer Service Line 24/7 (616) 235-4332 & (517) 575-8991

3.6. Disclosure of Subcontractors

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

- The legal business name; address; telephone number; a description of subcontractor’s organization and the services it will provide; and information concerning subcontractor’s ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor. Of the total bid, the price of the subcontractor’s work. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- **Geographically Disadvantaged Business Enterprise Sub-Contractors:** If contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)

GDBE definition: "Geographically-Disadvantaged Business Enterprise" means a person or entity that satisfies one or more of the following: (i) Is certified as a HUBZone Small Business Concern by the United States Small Business Administration. (ii) Has a principal place of business located within a Qualified Opportunity Zone within Michigan. (iii) More than half of its employees have a principal residence located within a Qualified Opportunity Zone within Michigan, or both.

Additional information on GDBEs can be found here:

[Michigan Qualified Opportunity Zone \(QOZ\) Map](#)

[Michigan Supplier Community \(MiSC\) Page](#)

Bidder must provide detailed information as requested in the above requirement(s).	
<p>The legal business name, address, telephone number of the subcontractor(s).</p>	

Bidder must provide detailed information as requested in the above requirement(s).	
A description of subcontractor’s organization and the services it will provide and information concerning subcontractor’s ability to provide the Contract Activities.	
The relationship of the subcontractor to the Bidder.	
Is the subcontractor a GDBE?	No
Whether the Bidder has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.	
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	
Of the total bid, the price of the subcontractor’s work.	

Bidder must provide information based on the work performed by all subcontractors	
Total percentage of work that will be performed by subcontractors:	0%
Total percentage of subcontracted work that will be performed by GDBE subcontractors:	0%

3.7. Security

The Contractor will be subject the following security procedures:

The Contractor must explain any additional security measures in place to ensure the security of State facilities.

The Contractor’s staff may be required to make deliveries to or enter State facilities. The State may require the Contractor’s personnel to wear State issued identification badges.

The Contractor must: (a) explain how it intends to ensure the security of State facilities, (b) whether it uses uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks.

I. MICHIGAN DEPARTMENT OF CORRECTIONS (MDOC)

- A.** The Contractor/subcontractor and any staff assigned to this contract will be subject to the following security procedures:
1. No active warrants or pending charges on any staff assigned to this contract.
 2. MDOC reserves the right to approve, decline, or remove Contractor and subcontractor staff from providing services on this Contract.
 3. Not under investigation or under disciplinary action of the Michigan Department of Licensing and Regulatory Affairs.
 4. Has not engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution as defined in 42 U.S.C. 1997.
 5. Has not been convicted of engaging in, attempting to engage in or conspiracy to engage in sexual activity facilitated by force, overt or implied threats of force or coercion, or if the victim did not consent or was unable to consent or refuse.
 6. Has not been civilly or administratively adjudicated to have engaged in the activity described in number 5 above.
 7. The MDOC may investigate the Contractor/subcontractor's personnel before they may have access to MDOC facilities and systems. The scope of the background check is at the discretion of the MDOC, and the results will be used to determine Contractor/Subcontractor's personnel eligibility for working within MDOC facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and the Law Enforcement Information Network (LEIN) and may include the National Crime Information Center (NCIC). Proposed Contractor/subcontractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Fingerprint Check. Any request for background checks will be initiated by the MDOC and will be reasonably related to the type of work requested.
 8. The Contractor/subcontractor's personnel must be LEIN cleared and received written approval from the MDOC's Program Manager and Contract Manager initially and annually by MDOC prior to any work with MDOC offenders. Any Contractor/subcontractor staff with an identified felony conviction must receive approval through the MDOC Deputy Director or designee.
 9. A completed LEIN Information Form for each staff assigned to the contract must be sent to the MDOC-PMCD-CFA-LEINS@michigan.gov and approved by MDOC prior to Contractor/subcontractor's personnel working with MDOC offenders and annually following approval. There is no cost associated with the LEIN. The LEIN form will be provided to the Contract awardee(s).
 10. The Contractor/subcontractor must document if a Contractor/subcontractor's personnel assigned to the Contract is related to or acquainted with an offender incarcerated and under the jurisdiction of the MDOC. For Contractor/subcontractor's personnel who are related to or acquainted with an offender, the Contractor/subcontractor's staff member must complete the MDOC LEIN Information Form and submit it to the MDOC Program Manager or designee. The Contractor must ensure its personnel and subcontractor's

personnel complete the form and notify the MDOC Program Manager of any changes throughout the contract term.

11. The Contractor/subcontractor's personnel will be required to enter State facilities. The State may require the Contractor/subcontractor's personnel to wear State-issued identification badges.
12. The Contractor/subcontractor's personnel must anticipate delays when visiting any correctional facility due to issues within the facility.
13. The Contractor/subcontractor's personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. Contractor/subcontractor personnel must also agree to the State's security and acceptable use policies before the Contractor/subcontractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to prospective Contractor/subcontractor personnel before the Contractor/subcontractor presents the individual to the State as a proposed resource. Contractor/subcontractor personnel must comply with all physical security procedures in place within the facilities where they are working.
14. The MDOC reserves the right to deny access to any correctional facility to anyone who fails to comply with any applicable State, Federal, or local law, ordinance or regulation or whose presence may compromise the security of the facility, its offenders, or staff. Weapons, alcoholic beverages, poison, and prescription drugs and controlled substances without written certification of needs from a licensed physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities. Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy. Wardens may prohibit other items from being brought into their respective correctional facilities.
15. Security is the facility's first priority and the Contractor/subcontractor and its personnel must be responsive and respectful of these needs.
16. The Contractor/subcontractor and its personnel must comply with and cooperate with all correctional facility rules, procedures and processes as well as State and federal laws. Contractor/subcontractor personnel must ensure that they are complying with all facility rules and regulations including, but not limited to, dress code and items allowed to be possessed.
17. The Contractor/subcontractor personnel must follow the facility entry, exit, manifest process, including the following:
 - a. The Contractor/subcontractor personnel will receive an orientation and training by the MDOC on security, procedures, etc., inside the correctional facility. The Contractor must maintain a copy of the Contractor/subcontractor personnel's training certificates in the appropriate file for auditing purposes.
 - b. The Contractor/subcontractor personnel must follow all MDOC rules, procedures and security processes at all times.
 - c. The Contractor must ensure that all Contractor/subcontractor personnel working in a correctional facility are familiar and in compliance with the

necessary routines and increased awareness of working inside a facility. Working inside the facility requires that the Contractor/subcontractor personnel develop positive and cooperative relationships with MDOC facility staff.

- d. The Contractor/subcontractor personnel must report any concerns, issues, or rule violations to the MDOC facility staff immediately.
- e. The Contractor/subcontractor personnel must use the MDOC facility staff as a resource for questions and guidance working with prisoners and inside a correctional facility.
- f. The Contractor/subcontractor personnel must defer to MDOC correctional facility staff for directions. The Contractor/subcontractor personnel must remember they are a guest in the facility and that security is the first priority of the facility.

B. Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15601

1. The Contractor and the Contractor Personnel shall comply with the Final Rule implementing PREA, all applicable PREA standards (See Schedule A-SOW Attachment 1) and the agency's policies. The Contractor and Contractor Personnel shall make itself familiar with and at all times shall observe and comply with all PREA regulations that in any manner affect the performance under this Contract. Failure to comply with the PREA standards and related policies of the MDOC will be considered a breach of contract and may result in termination of the contract.
2. Contract Personnel who may have contact with prisoners must complete PREA training Program A - Correctional Facilities Administration (CFA) Security Regulations (See Schedule A-SOW Attachment 2) prior to entrance in any MDOC Facility. Upon completion, Contractor Personnel shall submit a signed memorandum to the Contract Administrator documenting completion of the training and date of completion.
3. As is deemed necessary, the MDOC Contract Monitor or Program Manager will provide the Contractor with current copies of all PREA documents via email. Any revisions to the documents will be emailed to the Contractor throughout the Contract period, and the Contractor must comply with all documentation provided.
4. The Contractor must report any information concerning violations of PREA as soon as made aware of the alleged occurrence to the Program Manager and Contract Monitor.

C. Vendor Rules and Regulations

1. The Contractor will require all contractual staff, including temporary and subcontractor staff, working inside an MDOC correctional facility to review and verify acceptance of the MDOC Vendor Rules and Regulations (See Schedule A-SOW Attachment 3) upon award of Contract. The purpose of the MDOC Vendor Rules and Regulations is to provide the Contractor with general information regarding basic requirements of providing services to the MDOC and provide

notice of work rules. Any revisions to the document will be provided to the Contractor throughout the Contract period, and all contractual staff, including temporary and subcontractor staff, must comply with all documentation provided. The Contractor must maintain copies of their staff's completion certificates for auditing purposes.

D. Reasonable Suspicion

1. **Use of Alcohol or Controlled Substance.** Contractors are prohibited from consuming alcohol or any controlled substance while on duty or on breaks. Contractors who report for duty with alcohol on his/her breath or when suspected of being under the influence of alcohol or a controlled substance, may be immediately removed from providing services. Contractors are subject to random, reasonable suspicion, pre-appointment, post-accident, and follow-up drug and alcohol testing protocol.

E. Overfamiliarity/Unauthorized Contact

1. Overfamiliarity is strictly prohibited. Overfamiliarity is defined as, establishing a friendship, mutual attraction or intimate relationship with an offender.
2. Examples of overfamiliarity may include, but are not limited to:
 - a) Conduct which has resulted in or is likely to result in intimacy; a close personal or non-work-related association,
 - b) Being at the residence of an offender,
 - c) Being at the residence of an offender's family,
 - d) Giving or receiving non-work-related letters, messages, money, personal mementos, pictures, telephone numbers, to or from an offender or a family member of a listed visitor of an offender,
 - e) Exchanging hugs with an offender,
 - f) Dating or having sexual relations with an offender, etc.
3. Contact with offenders beyond program requirements, accepting items, offers of assistance or services are prohibited. Contract staff and volunteers must have no physical contact or close proximity beyond socially acceptable personal space unless same sex residential security staff is conducting pat downs. Any exceptions must have prior written approval of the MDOC Program Manager and the MDOC Contract Manager.
4. MDOC has the authority to remove Contract staff who are overfamiliar with MDOC offenders, parolees, and probationers from providing services under the Contract.

F. Staff and Facility COVID Protocols

Contractor staff may be subject to rapid COVID testing to enter a MDOC Facility.

G. Contractor Training- MDOC Provided

1. Contractor and/or subcontractor staff, as applicable, providing services under the MDOC contract are required to complete MDOC training prior to providing services or entering into MDOC facilities. The training assigned will be specific to Contractor worksite, level of offender contact, and the services provided under

the Contract. Contact the MDOC Contract Manager or designee with any questions concerning MDOC training.

2. Contractor and/or subcontractor staff must complete MDOC provided training annually before the end of training year. (The State's training year is October 1st through September 30th.)
3. Contractor and/or subcontractor staff must annually review and accept the MDOC Vendor Rules and Regulations document as one of the training requirements. See Section 3.6. C.
4. Any contractor staff and/or subcontractor staff who do not complete training by the annual September 30th training deadline may have their permission to provide contract deliverables revoked, as determined by the Program Manager or designee.

H. Procurement, Monitoring and Compliance Division

The MDOC has developed a contract monitoring unit known as the Procurement, Monitoring, and Compliance Division (PMCD). This unit has oversight for and ensures that the Contractor is delivering services according to the contract requirements. The Contract Manager or designee will serve as the lead for all contract related issues, and will assist in facilitating kick off meetings, determining service level agreements, overseeing the transition timeline, and working with the MDOC program staff to ensure the contractual requirements are being met. A contract monitor will be assigned to monitor the contract(s), and as part of this role they will conduct regular monitoring of all contract related activities.

Should any issue(s) arise with a contractor's performance, PMCD is engaged to document the issue(s) and may pursue a model of progressive discipline that leverages tools such as meetings, Corrective Action Plan Requests, and Vendor Performance letters. When a Corrective Action Plan Request is issued, the State requires that the Contractor confirm receipt and submit their Plan of Action within the timeframe outlined in the request. The State also requires that the Contractor must cure, at no additional cost to the State, any deficiency identified in a Corrective Action Plan Request. The Plan of Action must include a solution that resolves the issue so that it does not reoccur. Service Level Agreements tied to the Corrective Action Plan Request process are included in the contract.

In instances where a Corrective Action Plan Request does not fully resolve the issue(s), the next step in the PMCD progressive discipline process is a Vendor Performance. The PMCD progressive discipline model may differ from the processed used by DTMB.

II. Michigan State Police – (MSP)

a. Any contractor or subcontractor's entering a State Police Facility must be Law Enforcement Information Network (LEIN) cleared by MSP prior to facility entry. A completed MSP Background Clearance Form must be submitted to MSP Security and Access Section at least five business days prior to the facility visit (not required for escorted RFP site visit).

b. The background check shall be conducted by the Michigan State Police, Security and Access Section. If a conviction punishable by more than one year exists,

access shall be denied. Access may also be denied when a conviction of certain misdemeanors exists, or if there is a warrant or other outstanding issue with law enforcement.

c. The Contractor or subcontractors' staff will also be required to complete and submit an RI-8 Fingerprint Card or equivalent for Fingerprint Checks in order to complete the LIEN clearance and final approval.

d. Support personnel and contractors who access physically secure locations or controlled areas shall be subject to a state of residency and national fingerprint-based record check, unless these individuals are escorted by authorized personnel at all times.

All contractors or subcontractors on the premise are reminded that the State Police reserves the right to search vehicles, or any articles brought onto the premises by such persons at any time.

4. Pricing

4.1. Price Term

Pricing is firm for the entire length of the Contract.

4.2. Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

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

4.3. Project Prevailing Wage Requirements, applicable only if construction or installation is required as part of Contract Activities

The Contractor (and its Subcontractors) must pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications as prevailing wages based on locality, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics.

Contractor must post the scale of wages to be paid in a prominent and easily accessible place at the site of the work.

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be Delivery/Purchase Order (DO/PO)

5.2. Order Verification

The Contractor must have internal controls approved by Central Procurement Services to verify abnormal orders and to ensure that only authorized individuals place orders.

6. Delivery

6.1. Delivery Programs

The Contractor must explain in detail its delivery programs for maintenance and repair parts (e.g., standard delivery and quick-ship), including any limitations such as quantity.

The Contractor must explain the transportation method (e.g., UPS, FedEx, Contractor fleet, or other third-party carrier) it intends on utilizing in delivery of the Contract Activities.

7. Acceptance

7.1. Acceptance, Inspection and Testing

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

- A. The Program manager will conduct inspections for all specifications identified in the Contract and will note any deficiencies. The Contractor must complete the log in each equipment room. The logs must show what services have been performed for each elevator/chairlift. If logs are not completed, the State shall deem the work incomplete. The State may not complete payment for these infractions. The Program Manager (or their designee) shall make the final determination as to whether any task has been satisfactorily performed.
- B. Contractor is responsible to make any necessary changes if the Program manager determines that any task has not been performed adequately or satisfactorily. Contractor must correct the deficiency within 24 hours, or less, from notice of the deficiency unless the parties mutually agree to a different timeframe based on the nature of the deficiency.

Should the Contractor fail to correct specification deficiencies, a Complaint to Vendor (Vendor Performance form) may be filed by the Program Manager. Resolution could be the State's refusal to pay the total amount of the invoice and unilaterally determine the amount to be paid. Repeated failure to correct specification deficiencies resulting in the issuance of the Complaint to Vendor (Vendor Performance form) may result in, the hiring of a different contractor to complete the work, and/or cancellation of the Contract.

8. Invoice and Payment

8.1. Invoice Requirements

- A.** All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities (Including Month of Service, Hourly Rates, Hour of Services, Breakdown between labor and materials); (e) each elevator unit price; (f) shipping cost (if any); (g) vendor-generated invoice number; and (h) total price. All MONTHLY invoices must be sent after services have been performed. Several locations have multiple elevators. Services must be performed on all elevators to receive the full monthly payment. If an elevator does not receive service for the month, the correct amount will be deducted from the monthly amount.
- B.** The Contractor must submit a monthly statement, including unpaid invoices and unapplied credits. The monthly statement must include at a minimum:
- Delivery Order (DO/PO) number,
 - Total outstanding invoice or credit amount(s),
 - Invoice or credit memo number(s),
 - Invoice or credit memo date(s),
 - Invoice due date(s), and
 - Summary of accrual of days past due on each invoice.
 - Days credit memo has been available.
- C.** If invoices include incorrect fees, amounts, or charges, State will not make payment until it is corrected. Invoices must be itemized by location and device.

8.2. Payment Methods

The State will make payment for Contract Activities by EFT. Invoices will be paid after the services have been performed and approved.

9. Additional Requirements

9.1. Environmental and Energy Efficiency Product Standards

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States Department of Agriculture certified bio-based product label. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

9.2. Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

9.3. Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

9.4. Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

9.5 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

The Contractor must confirm that the provided products do not intentionally contain PFAS. This consists of all components of the provided products, including product packaging.

10. Service-Level Agreements (SLAs)

- A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Timely Scheduled Maintenance/Service Requests	
Definition and Purpose	The Contract requires timely maintenance service on wheelchair lifts, escalators, and elevators.
Data Sources	<ol style="list-style-type: none"> 1. Monthly Maintenance Schedule and Service Completion Report provided by the Contractor by agency, site, and date. 2. Internal agency communications. 3. Contractor correspondence with Agency staff. 4. Written pre-approval correspondence of modified pick-update from Agency Program Manager.
Methodology	Agencies may reconcile and review Data Sources 1 – 4 monthly.
Acceptable Standard	<p>All Contract Activities must be delivered within the time frames indicated in Schedule D – Specifications, and Schedule E1-E2 Maintenance and Inspections Charts upon date of order. The receipt of order date is pursuant to Section 2, Notice provisions of the Standard Contract.</p> <p>D. The Contractor is responsible for all timelines related to elevator/escalator and chairlift maintenance and repair schedules. The Contractor is responsible to schedule all, but not limited to, monthly, quarterly, annual, three (3) year, and five (5) year maintenance and testing activities outlined in the</p>

	<p>applicable Schedule E1 and E2 Maintenance & Inspection Charts.</p> <p>E. It is the Contractors' responsibility to schedule all maintenance and repair service. The Contractor must schedule repairs promptly to minimize downtime of any State elevator/escalator and/or chairlift.</p> <p>F. The Program Manager (or their designee) will conduct inspections for all specifications identified in the Contract and will note any deficiencies. The Contractor must complete the device Logbook in each Equipment Room. The Logbooks must show what services have been performed for each elevator/chairlift. If Logbooks are not signed/completed, the State shall deem the work incomplete. The Program Manager (or their designee) shall make the final determination as to whether any logged task has been satisfactorily performed.</p> <p>G. Extenuating circumstances must be communicated by the Contractor to the Program Manager as part of the Monthly Maintenance Schedule and Service Completion Report.</p> <p>The Acceptable Standard is 100% compliance.</p>
<p>Credit Due for Failing to Meet the Service Level Agreements</p>	<p>1. The State is entitled to an invoice credit of \$150.00 per instance for a scheduled maintenance request appointment that is not completed as noted on the DO without prior written approval of the program manager.</p> <p>2. Upon report of the missed service request by the affected Agency, the State is entitled to an invoice credit of \$100 per day for each subsequent day a scheduled maintenance request is not remedied.</p> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State will be completed within 10 days of notice of assessment. Therefore, the State may assess invoice credits against Contractor's invoice per the discretion of the Program Manager or their designee.</p>

SLA Metric 2. Timely Reporting	
<p>Definition and Purpose</p>	<p>The Contractor must ensure an accurate Monthly Maintenance Schedule and Service Completion Report is delivered via email to each participating Agency within 15 calendar days from the close of the previous month.</p>

Data Sources	<ol style="list-style-type: none"> 1. Monthly Maintenance Schedule and Service Completion Reports provided by the Contractor. 2. Correspondence with Agency Staff.
Methodology	Agencies may reconcile and review Data Sources 1 and 2 monthly.
Acceptable Standard	The Acceptable Standard is 100% compliance.
Credit Due for Failing to Meet the Service Level Agreements	<p>Reports must be received within 15 calendar days of the close of the previous month. \$100.00 will be assessed on the 16th calendar day and every 5 business days thereafter until the reports are received by the Agency.</p> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment. Therefore, the State may assess invoice credits against Contractor's invoice per the discretion of the Program Manager or their designee.</p>

SLA Metric 3. Proper Invoicing	
Definition and Purpose	<p>Invoices must be provided to the State with accurate data.</p> <p>All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities (Including Month of Service, Hourly Rates, Hour of Services, Breakdown between labor and materials); (e) each elevator unit price; (f) shipping cost (if any); (g) vendor-generated invoice number; and (h) total price.</p> <p>All monthly invoices must be sent only <u>AFTER</u> services have been performed. Several locations have multiple elevators. Services must be performed on all elevators to receive the full monthly payment. If an elevator does not receive service for the month, the correct amount will be deducted from the invoiced amount.</p>
Data Sources	<ol style="list-style-type: none"> 1. Monthly Invoices 2. Internal Agency data from SIGMA (The State of Michigan's accounting application). 3. Correspondence with Agency Staff. 4. Correspondence from Contractor.
Methodology	Agencies may reconcile and review Data Sources 1 – 4 monthly.
Acceptable Standard	<ol style="list-style-type: none"> 1. All invoices must be supplied in accordance with the requirements provided in Section 7.1. 2. The Contractor must complete the log in each equipment room. The logs must show what services have been performed for each elevator/chairlift. If logs are NOT completed, the State shall deem the work incomplete. 3. No additional terms or pricing changes will be included with any invoice. <p>The Acceptable Standard is 100% compliance.</p>
Credit Due for Failing to Meet the Service Level Agreements	<p>Failure to ensure all invoicing is provided correctly will result in a \$250.00 invoice credit after the third incorrect invoice by Agency within any 12-month period for each account/DO.</p> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the impacted Agency. Payments made directly to the impacted Agency will be completed within 10 days of notice of assessment.</p> <p>Therefore, the State may assess invoice credits against Contractor's invoice at the discretion of the Program Manager or their designee.</p> <p style="margin-left: 40px;">1st infraction: \$50 2nd infraction: \$100 3rd and additional Infractions: \$250</p>

CONTRACT 250000000079

The following days are considered "Holidays" for the purpose of premium pay rates:

New Years Day, January 1st

Memorial Day

Independence Day, July 4th

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Full Maintenance (OPTION 1), & Oil & Grease (OPTION 2) Labor Rates for additional work									
% Discount Off List Price For Parts	STRAIGHT TIME (x1)			NORMAL OVERTIME: (x1.7, less fringe benefits) Callbacks & Minor Repair			DOUBLE OVERTIME: (x2.0, less fringe benefits) Major Repairs		
	Mechanic	Helper	Team	Mechanic	Helper	Team	Mechanic	Helper	Team
0%	\$349.00	\$225.00	\$573.00	\$593.00	\$383.00	\$976.00	\$698.00	\$450.00	\$1,146.00

City Elevator of Michigan

SCHEDULE C - INSURANCE REQUIREMENTS

Contract No 25000000079
Statewide Elevator/Escalator & Chairlift Maintenance Service

- 1. General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- 2. Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- 3. Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- 4. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
- 5. Proof of Insurance.**
 - a. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.
 - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).

- e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification or authorization, and audited financial statements.
 - f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.
- 6. Subcontractors.** Contractor is responsible for ensuring its subcontractors, if any, carry and maintain insurance coverage as applicable to the subcontracted service(s).
- 7. Limits of Coverage & Specific Endorsements.**
- 8.**

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Umbrella or Excess Liability Insurance	
Minimum Limits: \$5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

- 9. Notice of Non-Compliance.** Contractor consents to receiving electronic communications from a third-party service provider, Origami Risk, for the exclusive purpose of notifying Contractor of non-compliance with the requirements set forth in this Schedule C.

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

I. FULL SERVICE MAINTENANCE SPECIFICATIONS (OPTION #1)

1. SCOPE AND CLASSIFICATION

A. Scope: The elevator/escalator & chairlift service described in this Invitation to Bid (RFP) shall apply to the facilities listed herein. The State reserves the right to award separate contracts by building, facility, and/or region. In addition, separate contracts may be awarded for chairlift maintenance and repair. The awarded Contractor shall maintain the elevators/escalators & chairlifts covered by this contract in accordance with the requirements of these specifications, and shall maintain their contract speed, capacity, and performance at all times.

B. Classification: The Contractor shall maintain elevators/escalators & chairlifts, and their associated equipment and accessories to comply with the requirements of the applicable ASME/ANSI A.17.1 safety codes and any other rules, ordinances, or building codes that may apply. The ANSI Elevator Inspection Manual A.17.2 shall be used as a guide to establish that the equipment is operating safely.

2. MAINTENANCE SPECIFICATIONS

A. Applicable Publications: State of Michigan/ANSI A 17.1/ASME and latest amendments thereof.

3. REQUIREMENTS:

A. General.

1. Periodic tests, Annual tests, 3 & 5 Year Full Load Tests, and Fire Marshall Tests are to be listed. Pricing for these tests shall be provided in **Schedule B – LSS/Pricing**, at the time of bid.
2. Signal and dispatching times shall be maintained in accordance with original manufacturer's specifications.
3. Contractor shall maintain machine room hoist-way and pit equipment in a neat, clean condition at all times.
4. Contractor shall provide and use OSHA-approved barricades during any work exposed to the general public.
5. In the event that an elevator fails to operate, the Contractor shall restore that unit to service within 24 hours of notification by the facility. Notification is subject to "Standard Contract Terms", section 2 - Notices. If the Contractor fails to restore the unit to operate within 72 hours, the State may impose a 1% service level credit against the total invoice cost for each full hour beyond 72 hours until the unit is re-instated to normal operation.
6. Before submitting their bid, the Contractor shall complete an inspection of the equipment and systems. The Contractor shall submit with their bid, a report with an itemized list that identifies equipment, and systems deficiencies that would require correction in order to bring the elevators/escalators and chairlifts up to an acceptable

and satisfactory condition. If no deficiencies are identified, the Contractor shall say so in their report. The State may audit the list of deficiencies submitted by Contractors.

Note: If a report is not submitted, it is held that the Contractor has not found any deficiencies, and all repair work will be at the Contractor's expense.

B. Scheduled Maintenance - General

- a) The Contractor shall maintain an Elevator Maintenance Record for each unit in accordance with ASME A17.1 of the national elevator code adopted by the State of Michigan. The Elevator Maintenance Record shall remain on State premises at all times and shall not be removed.

All Contractors shall submit with their bid, a completed copy of "**Schedule E1 – Maintenance & Inspection Charts (Option 1)**", for inspection and adjustments. One Chart shall be submitted for each different type of elevator/escalator & chairlift system. The Chart is to indicate the preventive maintenance, routine and periodic inspections to be performed, and the frequency of those tasks.

Upon award of the contract, the Contractor will, at his own expense, install the Chart in every machine room for each elevator/escalator & chairlift and any other barrier free equipment included in the contract. Space will be provided on the Charts in which the servicing mechanics can indicate the date on which each item is serviced.

At the time of each visit, the Contractor's personnel must check in and out with the building Maintenance Department, and/or building Security Department, by signing the log. In addition, the Contractor's personnel shall leave a copy of the work ticket with that Building's respective maintenance/security office. The work ticket shall identify the repairs and/or maintenance performed. The use of an electronic device as the only backup for documenting a visit is not sufficient. The Contractor shall refer to **MDOC Security Requirements** for detailed security procedures in State prisons.

- b) Unless stated otherwise in the facility's specific requirements, routine maintenance examinations shall be performed at a frequency of not less than monthly for geared, gearless, and hydraulic equipment. During these examinations, the components listed in Charts are to be inspected, and necessary work shall be performed relative to cleaning, lubrication, and adjustment of the equipment.

If the Charts are not maintained and updated, the State will assume the work has not been completed. The components shall be checked in accordance with the schedule shown in the **Schedule E1 – Maintenance & Inspection Charts (Option 1)**.

- c) Contractor shall not perform any non-contract maintenance/repair without prior approval from the State. If noncontract maintenance/repair is required, the Contractor shall submit to the Program Manager, or their Designee, for prior approval a detailed (all parts and labor with rates shall be itemized) written estimate of the Contractor's costs to perform said maintenance/repair not covered under the full maintenance contract. If the Contractor performs noncontract maintenance or repair without prior approval from the Program Manager, or their Designee, that maintenance/repair shall be at the Contractor's expense.
- d) The Contractor shall provide 24-hour per day call-back service. Unless stated otherwise in a facility's specific requirements, this call-back service shall consist of responding within 2 hours to the request of a facility-authorized representative, by telephone or

SCHEDULE D – Specifications
Contract # 250000000079

otherwise (all calls shall be documented by Contractor), at any time of any working day or as necessary, to restore any elevator/escalator or other lift back in service. The call-back response time for elevator/escalator entrapment shall be within 30 minutes. In elevator entrapment cases or emergencies, the Contractor must provide a technician on site within 2 hours of being notified by a facility-authorized representative or designee. If the Contractor fails to respond within 2 hours, the State may impose a 1% service level credit against the total invoice cost for each ten (10) minute increments beyond 2 hours until the technician arrives on site. The Contractor must have adequate personnel available to provide the emergency service 24 hours per day, 365 days per year.

DMVA Locations 1 to 22 (see Schedule B – LSS/Pricing): A maximum response time of ½ hour for all straight time callback emergency service and one hour for all overtime callback emergency service is required. Callback emergency service with response time in excess of one hour will result in NO CHARGE to customer.

- e) The above call-back service shall be at no additional cost to the facility during regular work hours for electrical or mechanical malfunctions due to normal wear and use. Call-back service required to correct vandalism or misuse of equipment shall be charged to the facility. Call-back service for electrical or mechanical malfunctions due to normal wear and use during times other than regular working hours shall be charged extra to the facility for the overtime premium portion only of the hours worked at the rate submitted per **Schedule B – LSS/Pricing**. Overtime work must be approved by the Program Manager or Designee. Removal of an elevator/escalator or chairlift from service shall be coordinated with the facility.
- f) The Contractor will regularly and systematically examine, inspect, and test elevators/escalators and chairlifts as required. Preventive maintenance shall include all routine and periodic inspections and tests as indicated in the latest State edition of the ASME/ANSI A17.1 Safety Code. The Contractor shall maintain proper and safe operating conditions and shall furnish lubricants and materials as required by the manufacturer of the equipment. Maintenance shall include cleaning of machines, controllers, selectors, motor generator sets, electronic drives, machine rooms, hoist ways, pits, and car tops. It shall include oiling, greasing, adjusting, repairing, and replacing parts as conditions require before the factor of safety has been dangerously reduced on any part of the entire elevator/escalator equipment, but not limited to: machine, motor, generator, electronic drives and controller parts. It shall include worm gears, thrusts, bearings, brake magnet coils or brake motors, brake shoes, brushes, commutators, rotating elements, contacts, coils, resistance for operating and motor Index circuits, magnet frames, winding engines, signal system and illumination signals; electric and mechanical appliances, hatchway rails, roller guides, guide shoes, traveling equipment, safety appliances, wire ropes, door equipment, pumps, pump motors, operating valves, valve motors, leveling valves, cylinder head, plunger, exposed surfaces, plunger gland and packing, exposed

SCHEDULE D – Specifications

Contract # 250000000079

pipng, fittings, flexible pipe connections, operating control, check and relief valves, gauges, storage, discharge, pressure and vacuum tanks.

Renew guide shoe gibs, guide rollers when necessary to insure smooth and quiet operation and, except where roller guides are used, to keep the guide rails properly lubricated. Renew all wire ropes when rusted or violated as often as necessary to maintain an adequate factor of safety; to equalize the tension on all hoisting ropes, and repair or replace conductor cables and all other mechanical and electrical parts necessary to maintain the elevators/escalators and chairlifts in proper operating condition as per the latest edition of the ASME/ANSI A.17 and the State's guidelines for Applicable Publications that describe the specific safety requirements covering the construction and operation of elevators, dumbwaiters, escalators, chairlifts, and their hoist ways.

- g) The Contractor shall maintain the original contract speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer, and shall perform the necessary adjustments as required to maintain the original door opening and closing time, within limits of applicable codes and industry standards.
- h) The Contractor, where applicable, shall check Group Supervisory and Controlling Systems and make necessary tests to insure that all circuits and time settings are properly adjusted, and the system performs as designed and installed by the original manufacturer. As such, the Contractor is required to maintain all applicable software applications allowing for the performance of these services for each manufacturer's elevator.
- i) The Contractor shall be required to conduct (if requested by the facility) an annual Esterline Recording Meter Tests and/or periodic Traffic Tests to insure that said performance levels are constantly sustained. Test results shall be submitted to the State of Michigan. The Contractor shall provide pricing for this test submitted with their bid in **Schedule B - LSS/Pricing**.
- j) The contractor shall annually examine all safety devices and governors. If applicable, the Contractor must perform annual no load safety tests, the appropriate three (3) and five (5) year full load safety tests, and full speed tests of safety mechanisms, overhead speed governors, as well as car and counterweight buffer tests. As required, the governor shall be sealed for proper tripping speed. The Contractor shall make pressure relief valve tests and static tests when due on hydraulic elevators per ASME/ANSI A17.1 Safety Code.
- k) The Contractor shall maintain the entire elevator/escalator and chairlift plan as herein described and shall employ all reasonable care to see that the elevator/escalator and chairlift equipment is maintained in proper and safe operating condition.
- l) All planned inspection and/or maintenance service work under these specifications shall be performed during regular working hours. If scheduled work must be done after regular working hours or on weekends or holidays, prior consent by the Program Manager or their Designee is required.

SCHEDULE D – Specifications

Contract # 250000000079

Unless stated otherwise in this RFP, the facility's normal working hours for the purpose of these specifications are 7:30 AM to 4:00 PM, Monday through Friday. Deviation from the above

for the Contractor's convenience may be permitted with owner's consent at no additional expense to the facility.

- m)** All replacement parts shall be specifically designed for the elevator/escalator and chairlift on which they are to be used. The Contractor shall utilize all replacement parts from the original equipment manufacturer (OEM) of the elevator/escalator and chairlift system.

Parts purchased from suppliers other than OEM are those which are regularly supplied to the original manufacturer and are approved by the original elevator/escalator manufacturer for use in their elevator/escalator systems.

In the event the Contractor requires non-OEM replacement parts, the Contractor shall first submit a list of such parts to the maintenance superintendent of the facility to obtain a written approval. If use of non-OEM parts is approved, such parts shall be equal to or better than OEM parts and shall be completely compatible with the existing system in function and performance.

Any part that must be custom fabricated due to obsolescence will be the responsibility of the owner at real cost less a 20% discount to offset the original part cost.

- n)** The Contractor may maintain a stock of replacement parts at the building where the elevator/escalator and chairlift maintenance services are to be performed. Until utilized, parts will remain the property of the Contractor.
All parts replaced under the provisions of this contract shall be identical to original equipment or the equipment manufacturer's recommended replacement parts.
The Contractor shall provide and install a storage cabinet with a functioning lock in the machine room for parts inventory that the Contractor maintains on-site. It is the responsibility of the Contractor to remove all waste matter and worn or broken parts from the site.
- o)** The State is responsible for any required replacement parts requested for service outside of the Preventive Maintenance program. All replacement parts and components utilized during a repair service outside of the preventive maintenance contract shall be paid based on actual costs plus 10 % markup. Backup documentation (actual invoices or receipts) for pricing must be provided when invoicing for parts.
- p)** The Contractor must own and have available at all times, in stock or warehouse, for immediate delivery and installation, a sufficient supply of minor emergency spare parts for the repair of each elevator/escalator.
- q)** The Contractor shall also be equipped with special testing meters, instruments, and tools to facilitate prompt diagnosis, correction and repair or replacement without undue delay.
- r)** The Contractor shall maintain the same performance, efficiency, and safety as specified upon completion by the original manufacturer.
The facility shall reserve the right, from time to time, to employ others to test the condition, speed, and safety of the elevators/escalators and chairlifts as it may deem

SCHEDULE D – Specifications

Contract # 250000000079

advisable. If it is found that the elevators/escalators and chairlifts are not up to standards as covered in this Contract guarantee, the facility may immediately request that the elevators/escalators and chairlifts be restored to the standards agreed upon. Notification is subject to “**Standard Contract Terms**”, section 2 - Notices. If the Contractor fails to restore the elevator/escalator and chairlifts to acceptable parameters within 30 calendar days, the facility may enter in to an agreement with others to perform such work and deduct the total cost from the Contractor's monthly maintenance charges for work performed.

- s) The Contractor shall maintain good housekeeping conditions in the machine rooms, hoist-ways, and pit at all times, and clean hoist-way and all related equipment at least once each year.
- t) The Contractor is to assume no responsibility for the following items, which are not included under this Contract: hoist-way door hinges, panels, frames, gates, sills, cabs, sump pumps, subflooring, floor coverings, cab doors, removable cab panels, cab mirrors and handrails, power switches, fuses and feeders to controllers, light fixtures and lamps, cover plates for signal fixtures and operating stations, smoke detectors, cleaning of cab interiors, exposed sills and exposed escalator surfaces, plungers, casings and cylinders, all hydraulic piping and connections (except that portion which is exposed in the machine room and hoist-way) emergency power generators, intercom or music systems, and air conditioners or heaters.
Note: The items excluded herein may be covered if the damage to them is due to a failure of the Contractor to perform its assigned duties; for example, car door panels which are scratched due to a failure to repair/replace defective door hanger assemblies.
- u) The Contractor shall not be required to make repairs or renewals necessitated because of negligence or misuse of the machinery, equipment, car, or rendered necessary due to any other cause beyond his control.
- v) The Contractor is responsible for installing and mounting equipment and new attachments in accordance with federal, state, and local laws and regulations.
- w) Contractor will be responsible for all travel costs (both mileage and hourly) for Scheduled Service Maintenance and unscheduled/emergency service performed at the Straight-Time Rate under this contract.

C. Scheduled Maintenance - Escalators

Under the terms and conditions of this agreement, the Contractor will use technically qualified personnel directly employed and supervised by the Contractor. Furthermore, the following equipment will be inspected, properly adjusted, cleaned and lubricated, and, if conditions warrant, repaired or replaced.

a) **Machine and Drive Equipment:**

Machine, worm, gears, thrust bearing, handrail drive chains, belts, tracks, brake assemblies, brake linings, motors and windings, and all other components.

b) **Control and Accessories:**

SCHEDULE D – Specifications
Contract # 250000000079

Controller, including all relays, coils, switch assemblies, fuses and overloads, solid-state components, resistors, condensers, contacts, transformers, computer devices, leads, shunts, timing devices, magnet frames, emergency switches, and all other controller components. Step chains, step treads, comb plates, step risers, handrails, handrail guides, sprockets, step rollers, and bearings.

c) Cleaning:

Each internal truss structure must be thoroughly cleaned a minimum of every two (2) years. The minimum standard procedure per unit shall be as follows: One team must spend two eight (8) hour days, uninterrupted, removing at least 50% of the total steps for truss cleaning and unit adjustments.

d) Performance Evaluations:

Performance evaluations shall include step indexing, handrail conditions, balustrade conditions, step conditions, operation, and ride quality.

e) Wiring:

Inspect all escalator wiring including all conductor cables and control box wiring,

f) Lubricants

The Contractor will provide the necessary lubricants, which are specially compounded to elevator industry specifications, cleaning compounds, cleaning tools, and cleaning and wiping materials. Used and oily wiping materials must be removed from all areas of the truss.

g) Fastenings

The Contractor shall be responsible for all balustrade fastenings, skirt fastenings and handrail fastenings. In addition, the Contractor shall be responsible for all mechanical fastenings that are a part of and are related to the operation of the escalator(s).

h) Safety

It shall be the Contractor's responsibility to notify the owner/owner's representative, of problems, either mechanical or operational, that may create future damage or safety hazards to the escalators.

i) Replacement Parts:

All replacement parts shall be manufactured by the original manufacturer. However, due to obsolescence, shortages, or parts not available from the manufacturer, parts of equal quality (that meet or exceed industry standard) may be used, as approved by U.L. and A.S.M.E.code. Any part that must be custom fabricated will be the responsibility of the owner at real cost less a 20% discount to offset the original part cost.

j) Exclusions:

The Contractor shall assume no responsibility for the following items not included under this agreement. Exterior panels, balustrades (panels only), power switches, fuses, feeders to controllers, signs, and fixture cover plates.

D. Records Supplied By the Facility.

1. Any available drawings obtained from the facility shall be on signed receipt for use and such drawings shall remain on the facility's premises. Any drawing changes shall be noted on the drawings and shall be updated at all times. Records and drawings shall remain the property of the State of Michigan upon conclusion of this contract.

E. Qualifications.

1. The Contractor shall use trained employees directly employed and supervised by their firm. They shall be qualified to keep the equipment properly adjusted, and they shall use all reasonable care to maintain the elevator/escalator and chairlift equipment in proper and safe operating condition.
2. The Contractor shall be regularly engaged in the business of service of elevators/escalators and chairlifts of the type and character as described herein. If requested by the State of Michigan, the Contractor must demonstrate how they will meet the requirements of this solicitation.

F. Contractor's Responsibility.

1. The Contractor is responsible for repairing and bringing equipment back in working condition for any loss, damage, detention or delay caused by accidents, strikes, lockouts or by any other cause which is unavoidable or beyond the Contractor's reasonable control or, in any event, for consequential damages. Repair work will be completed at the rates included in **Schedule B– LSS/Pricing**.

G. Service Time Requirements (minimums)

1. Geared elevators: Two (2) hours of on the job preventive maintenance examinations shall be provided each month for "each" geared elevator. Service required is per elevator, not per building.
2. Gearless elevators: Four (4) hours of on the job preventive maintenance examinations shall be provided each month for "each" gearless elevator. Service required is per elevator, not per building.
3. Hydraulic elevators: One (1) hour of on the job preventive maintenance examinations shall be provided each month for "each" hydraulic elevator. Service required is per elevator, not per building.

4. Escalators: Three (3) hours of on the job preventive maintenance examinations shall be provided each month for “each” escalator. Service required is per escalator, not per building.
5. Chairlifts: One (1) hour of on the job preventive maintenance examinations shall be provided every three (3) months (quarterly) for “each” chairlift. Service required is per chairlift, not per building.

H. State Ordered Repairs

1. Repairs shall be implemented on a time and material basis for actual work performed.
2. Time shall be paid based on the Contractor's quoted fixed hourly rates per **Schedule B – LSS/Pricing**.
3. Parts shall be paid based on actual costs plus 10 % markup. Backup documentation (actual invoices or receipts) for parts pricing must be provided when invoicing for repairs.
4. No other charges or fees shall be accepted including but not limited to travel time, truck and/or trip charges, mileage charges, fuel surcharges, parts acquisition, etc....

ALL extra services must be pre-authorized by the Program Manager or their designee.

II. OIL AND GREASE MAINTENANCE SPECIFICATIONS (OPTION #2)

1. REQUIREMENTS:

A. General.

The maintenance of all elevators/escalators and chairlifts shall be consistent with that prescribed by the respective elevator/escalator and chairlift manufacturers as well as ANSI/ASME 2010 Standards for Maintenance Repair, and shall include such additional services as the conditions of the individual elevator/escalator and chairlift warrants:

1. For safe efficient operations;
2. To meet the requirements of the elevator/escalator and chairlift regulation enforcement authorities;
3. To extend the service life of the elevators/escalators and chairlifts;

4. To minimize maintenance down time and trouble callbacks to rates comparable to, or no higher than, the lowest occurrence rates of the elevator/escalator and chairlift maintenance industry.

B. Scheduled Maintenance.

1. The Contractor shall maintain an Elevator Maintenance Record for each unit in accordance with ASME A17.1 of the national elevator code adopted by the State of Michigan.

All Contractors shall submit with their bid, a completed copy of “**Schedule E2 – Maintenance & Inspection Charts (option 2)**”, for inspection and adjustments. One Chart shall be submitted for each different type of elevator/escalator & chairlift system. The Chart is to indicate the preventive maintenance, routine and periodic inspections to be performed, and the frequency of those tasks. (May need to alter instructions to show agreement)

Upon award of the contract, the Contractor will, at his own expense, install the Chart in every machine room for each elevator/escalator & chairlift and any other barrier free equipment included in the contract. Space will be provided on the Charts in which the servicing mechanics can indicate the date on which each item is serviced.

At the time of each visit, the Contractor’s personnel must check in and out with the building Maintenance Department, and/or building Security Department, by signing the log. In addition, the Contractor’s personnel shall leave a copy of the work ticket with that Building’s respective maintenance/security office. The work ticket shall identify the repairs and/or maintenance performed. The Contractor shall refer to **Schedule F – MDOC Security Requirements** for detailed security procedures in State prisons.

2. Routine maintenance examinations shall be performed at a frequency of not less than once every 3 months (quarterly) for all equipment except for the City of Detroit. If, under the jurisdiction of the City of Detroit, routine maintenance examinations shall be performed at a frequency of not less than once every month (monthly) for all equipment. During these examinations, the components listed in the Charts are to be inspected, and necessary work shall be performed relative to cleaning, lubrication, and adjustment of the equipment.

If the Charts are not maintained and updated, the facility will assume the work has not been completed. The components shall be checked in accordance with the schedule shown in the **Schedule E2 – Maintenance & Inspection Charts (Option 2)**.

3. Contractor shall not perform any non-contract maintenance/repair without prior approval from the State. If noncontract maintenance/repair is required, the Contractor shall submit to the facility, for prior approval, a detailed (all parts and labor with rates shall be itemized) written estimate of the Contractor's costs to perform said maintenance/repair not covered under the full maintenance contract. If the Contractor performs noncontract maintenance or repair without prior approval from the facility, that maintenance/repair shall be at the Contractor's expense.
4. The Contractor shall provide 24-hour per day call-back service. Unless stated otherwise in a facility’s specific requirements, this call-back service shall consist of responding within 2 hours to the request of a facility-authorized representative, by telephone or

SCHEDULE D – Specifications
Contract # 250000000079

otherwise (all calls shall be documented by Contractor), at any time of any working day or as necessary, to restore any elevator/escalator or other lift back in service. The call-back response time for elevator/escalator entrapment shall be within 30 minutes. In elevator entrapment cases or emergencies, the Contractor must provide a technician on site within 2 hours of being notified by a facility-authorized representative or designee. If the Contractor fails to respond within 2 hours, the State may impose a 1% service level credit against the total invoice cost for each ten (10) minute increments beyond 2 hours until the technician arrives on site. The Contractor must have adequate personnel available to provide the emergency service 24 hours per day, 365 days per year.

DMVA Locations 265 to 279 (see Schedule B – LSS/Pricing): A maximum response time of ½ hour for all straight time callback emergency service and one hour for all overtime callback emergency service is required. Callback emergency service with response time in excess of one hour will result in NO CHARGE to customer.

5. The above call-back service shall be subject to the terms under “State Ordered Repairs” below. Overtime work must be approved by the Program Manager or Designee. Removal of an elevator/escalator or chairlift from service shall be coordinated with the facility.
6. The Contractor shall be required to conduct (if requested by the facility) an annual Esterline Recording Meter Tests and/or periodic Traffic Tests to insure that said performance levels are constantly sustained. Test results shall be submitted to the State of Michigan. The Contractor shall provide pricing for this test submitted with their bid in **Schedule B- Pricing**.
7. The contractor shall annually examine all safety devices and governors. If applicable, the Contractor must perform annual no load safety tests, the appropriate three (3) and five (5) year full load safety tests, and full speed tests of safety mechanisms, overhead speed governors, as well as car and counterweight buffer tests. As required, the governor shall be sealed for proper tripping speed. The Contractor shall make pressure relief valve tests and static tests when due on hydraulic elevators per ASME/ANSI A17.1 Safety Code.
8. The Contractor shall maintain the entire elevator/escalator and chairlift plan as herein described, and shall employ all reasonable care to see that the elevator/escalator and chairlift equipment is maintained in proper and safe operating condition.
9. All planned inspection and/or maintenance service work under these specifications shall be performed during regular working hours. If scheduled work must be done after regular working hours or on weekends or holidays, prior consent by the facility is required.
Unless stated otherwise in this RFP, the facility's normal working hours for the purpose of these specifications are 7:30 AM to 4:00 PM, Monday through Friday. Deviation from the above for the Contractor's convenience may be permitted with owner's consent at no additional expense to the facility.

SCHEDULE D – Specifications
Contract # 250000000079

10. All replacement parts shall be specifically designed for the elevator/escalator and chairlift on which they are to be used. The Contractor shall utilize all replacement parts from the original equipment manufacturer (OEM) of the elevator/escalator and chairlift system.
Parts purchased from suppliers other than OEM are those that are regularly supplied to the original manufacturer and are approved by the original elevator/escalator manufacturer for use in their elevator/escalator systems.
In the event the Contractor requires non-OEM replacement parts, the Contractor shall first submit a list of such parts to the maintenance superintendent of the facility to obtain a written approval. If use of non-OEM parts is approved, such parts shall be equal to or better than OEM parts and shall be completely compatible with the existing system in function and performance.
11. The Contractor must own and have available at all times, in stock or local warehouse, for immediate delivery and installation, a sufficient supply of minor emergency spare parts for the repair of each elevator/escalator.
12. The Contractor should be equipped with necessary testing meters, instruments, and tools to facilitate prompt diagnosis, correction and repair or replacement without undue delay.
13. The Contractor shall maintain the same performance, efficiency, and safety as specified upon completion by the original manufacturer.
The facility shall reserve the right, from time to time, to employ others to test the condition, speed, and safety of the elevators/escalators and chairlifts as it may deem advisable. If it is found that the elevators/escalators and chairlifts are not up to acceptable standards as deemed by a third party inspector, the facility may immediately request that the elevators/escalators and chairlifts be restored to the standards recommended by the inspector. Notification is subject to “**Standard Contract Terms**”, section 2 - Notices. If the Contractor fails to restore the elevator/escalator and chairlifts to acceptable parameters within 30 calendar days, the facility may enter in to an agreement with others to perform such work.

The State is resolute that all maintenance and repairs for contracted elevator/escalator and chairlifts is ultimately the Contractor’s domain. The Contractor is expected to display unwavering ownership of their domain by complying with all work requests in a timely manner. The Contractor’s failure to comply may result in the transference of equipment units to other current Contractors.
14. The Contractor shall maintain good housekeeping conditions in the machine rooms, hoist ways, and pit at all times, and clean hoist-way and all related equipment at least once each year.
15. The Contractor is to assume no responsibility for the following items, which are not included under this Contract: hoist-way door hinges, panels, frames, gates, sills, cabs, sump pumps, subflooring, floor coverings, cab doors, removable cab panels, cab mirrors and handrails, power switches, fuses and feeders to controllers, light fixtures and lamps, cover plates for signal fixtures and operating stations, smoke detectors, cleaning of cab interiors, exposed sills and exposed escalator surfaces, plungers, casings and cylinders, all hydraulic piping and connections (except that portion which is

exposed in the machine room and hoist-way) emergency power generators, intercom or music systems, and air conditioners or heaters.

Note: The items excluded herein may be covered if the damage to them is due to a failure of the Contractor to perform its assigned duties; for example, car door panels which are scratched due to a failure to repair/replace defective door hanger assemblies.

16. The Contractor shall not be required to make repairs or renewals necessitated because of negligence or misuse of the machinery, equipment, car, or rendered necessary due to any other cause beyond his control.
17. The Contractor is responsible for installing and mounting equipment and new attachments in accordance with federal, state, and local laws and regulations.
18. Contractor will be responsible for all travel costs (both mileage and hourly) for Scheduled Service Maintenance and unscheduled/emergency service.

C. Equipment Types

1. Traction Elevators

Regularly and systematically, examine, adjust, lubricate as required, and if conditions warrant, repair or replace (subject to “State Ordered Repairs” below) all components integral to the existing elevator system per the following:

- a) Machine, which includes the motor, worm gear, ring gear, thrust bearing, drive shaft, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings, and component parts.
- b) Controller, selector and dispatching equipment, all relays, solid-state components, resistors, condensers, transformers, contacts, leads dashpots, timing devices, computer devices, steel selector tape, and mechanical & electrical driving equipment.
- c) Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
- d) Deflector or secondary sheave, bearings, car & counterweight buffers, car & counterweight guide rails, top & bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and guide shoes including rollers or gibs.
- e) Hoist-way door interlocks, hoist-way door hangers, bottom door guides, and auxiliary closing devices.
- f) Automatic power operated door operator, car door operator, car door hanger, car door contact, door protective device, load weighting equipment, car frame, car safety mechanism, platform, elevator car guide shoes, gibs or rollers.
- g) Periodically examine all safety devices & governors and conduct an annual no-load test.

SCHEDULE D – Specifications

Contract # 250000000079

- h) Inspect and adjust all wire ropes to maintain a continuous and adequate safety factor. Maintain equalized tension on all hoisting ropes. Notify the State in writing of any projected need for replacement with adequate lead-time for acquisition of parts.
- i) Repair or replace electrical cables, conductors and wiring of elevator systems of hoistways and machine room elevator wiring.
- j) Apply all lubricants necessary for proper lubrication of elevators as recommended by manufacturer.

2. Hydraulic Elevator / Lifts

- a) Regularly and systematically, examine, adjust, lubricate as required, and if conditions warrant, repair or replace (subject to “State Ordered Repairs” below) all components integral to the existing elevator/lift system.
- b) Controller, selector & dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, computer devices, steel selector tape, mechanical & electrical driving equipment, cylinder packing, and hydraulic fluid.
- c) Hoist-way door interlocks, hoist-way door hangers, bottom door guides, and auxiliary closing devices.
- d) Automatic power operated door operator, car door operator, car door hanger, car door contact, door protective device, car frame, platform, elevator car guide shoes, gibs or rollers.
- e) Apply all lubricants necessary for proper lubrication of elevators/lifts as recommended by manufacturer. Contractor will provide and keep current a chart in the pit room showing amount of oil added and when the Contractor is required to dispose of used oil in a lawful manner.

D. Service Time Requirements (minimums)

1. Geared elevators:

- a) Two (2) hours of on the job preventive maintenance examinations shall be provided every three (3) months (quarterly) for “each” geared elevator. Service required is per elevator, not per building.
- b) For Metro Detroit, one half (1/2) hour on the job preventive maintenance examinations shall be provided monthly and two (2) hours of on the job preventive maintenance examinations shall be provided every three (3) months (quarterly) for “each” geared elevator. Service required is per elevator, not per building.

2. Gearless elevators:

- a) Four (4) hours of on the job preventive maintenance examinations shall be provided every three (3) months (quarterly) for “each” gearless elevator. Service required is per elevator, not per building.

Service Year:

Hydraulic Elevator Check Chart

Building:

Elevator Co.:

Type Service: *Full Maintenance (Option 1)*

State Serial No.

* Initial & date month performed.

Service Function Performed	Frequency	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Check car audibles, stop switch, emergency lights, phone & safe edge.	Monthly												
Check car tops, car guides, top of car light & lube rails where applicable.	Quarterly (every 3 months)												
Check car/hall buttons & direction indicators. Repair as necessary.	Monthly												
Check door operator & hardware. Clean complete car door sills.	Quarterly (every 3 months)												
Check floor stops for accuracy and relevels.	Monthly												
Clean pit, empty drip can and check cylinder head packing.	Quarterly (every 3 months)												
Check operation of pit sump pump.	Quarterly (every 3 months)												
Check hydraulic valves & oil lines for leaks. Check pump belts.	Quarterly (every 3 months)												
Check controller contacts and shunts. Clean controller dust.	Quarterly (every 3 months)												
Check reservoir oil level with elevator at bottom landing. Detemine low oil/repair.	Quarterly (every 3 months)												
Check any cylinder monitoring device. Determine analysis and repair if necessary.	Quarterly (every 3 months)												
Perform quarterly fire service check	Quarterly (every 3 months)												
Perform 3 year Pressure Relief Test.	When Due												

This chart is to be submitted to the Program Manager, or their designee, at the end of each year.

Service Year:

Traction Elevator Check Chart

Building: _____ Elevator Co.: _____ Type Service: *Full Maintenance (Option 1)* State Serial No. _____

* Initial & date month performed.

Service Function Performed	Frequency	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Check car audibles, stop switch, emergency lights, ADA phone & safe edge.	Monthly												
Check car/hall button & direction indicator operation.	Monthly												
Check floor stops for 1/8" floor stop accuracy and 1/4" relevels.	Monthly												
Check controller & selector components. Clean from dust and replace worn parts.	Quarterly (every 3 months)												
Check car tops, car guides, top of car light & lube rails where applicable.	Quarterly (every 3 months)												
Check door operator & hardware. Clean complete car door sills.	Quarterly (every 3 months)												
Clean pit. Check car, counterweight and comp. cable stretch. Correct as necessary.	Quarterly (every 3 months)												
Check governor sheave and adjust tension sheave if needed.	Quarterly (every 3 months)												
Check operation of pit sump pump. Notify State of malfunctions.	Quarterly (every 3 months)												
Check hoist machine oil level, thrust bearing leakage and leakage. Replace/refill as necessary.	Quarterly (every 3 months)												
Check hoist brake linings & armature brushes. Service and replace as necessary.	Quarterly (every 3 months)												
Perform quarterly fire service check	Quarterly (every 3 months)												
Perform no-load safety Test.	Annualy (When Due)												
Perform full load safety Test.	5 year (When Due)												

This chart is to be submitted to the Program Manager, or their designee, at the end of each year.

Service Year:

Escalator Check Chart

Building:

Elevator Co.:

Type Service: *Full Maintenance (Option 1)*

State Serial No.

*** Initial & date month performed.**

Service Function Performed	Frequency	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Check emergency stop and start switches at top and bottom of escalator truss.	Monthly												
Check top and bottom of truss reverse switch, chain switch, over speed and skirt switch(es) operation.	Quarterly (every 3 months)												
Check handrail for breaks and proper tension at top and bottom of escalator truss. Repair as needed.	Monthly												
Check entire escalator truss comb plate wear, comb plate alignment, and skirt clearance.	Monthly												
Check escalator skirts for loose and proper fastenings. Repair as needed.	Monthly												
Lubricate non self lubricated step chains.	Semi-Monthly (every 2 months)												
Check escalator brake for proper torque settings and reset as needed.	Annually												
Check and clean escalator pit and motor compartment.	Annually												
Check controller travel cable, direction paddles, operation contacts and routine controller	Quarterly (every 3 months)												
Check lower truss stop switch.	Quarterly (every 3 months)												
Perform State/City full load tests as required.	When Due												

This chart is to be submitted to the Program Manager, or their designee, at the end of each year.

Service Year:

Wheelchair Lift Check Chart

Building: _____ Service Co.: _____ Type Service: *Lube & Survey (Option 1)* State Serial No. _____

* Initial & date month performed.

Service Function Performed	Frequency	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Check call buttons for proper operation and response.	Quarterly (every 3 months)												
Check auto and/or manual gate(s) for proper operation.	Quarterly (every 3 months)												
Check Up & Down operation and floor stop level.	Quarterly (every 3 months)												
Check elevating device and hardware for proper lubrication.	Quarterly (every 3 months)												
Check all safety and stopping switches for proper operation.	Quarterly (every 3 months)												

This chart is to be submitted to the Program Manager, or their designee, at the end of each year.

Recommendations:

Service Year:

Hydraulic Elevator Check Chart

Building: _____ Elevator Co.: _____ Type Service: *Lube & Survey (Option 2)* State Serial No. _____

* Initial & date month performed.

Service Function Performed	Frequency		Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
	Locations	Detroit												
Check car audibles, stop switch, emergency light, phone & safe edge.	Quarterly (every 3 months)	Monthly												
Check car tops, car guides, liners & lube rails where applicable.	Quarterly (every 3 months)	Quarterly (every 3 months)												
Check car/hall button & direction indicator operation.	Quarterly (every 3 months)	Monthly												
Check door operator & hardware. Clean complete car door sills.	Quarterly (every 3 months)	Quarterly (every 3 months)												
Check floor stops for accuracy and relevels.	Quarterly (every 3 months)	Monthly												
Clean pit, empty drip can and check cylinder head packing.	Quarterly (every 3 months)	Quarterly (every 3 months)												
Check operation of pit sump pump.	Quarterly (every 3 months)	Quarterly (every 3 months)												
Check hydraulic valves & oil lines for leaks. Check pump belts.	Quarterly (every 3 months)	Quarterly (every 3 months)												
Check controller contacts and shunts. Clean controller dust.	Quarterly (every 3 months)	Quarterly (every 3 months)												
Check reservoir oil level with elevator at bottom landing.	Quarterly (every 3 months)	Monthly												
Check any cylinder monitoring device	Quarterly (every 3 months)	Quarterly (every 3 months)												
Perform quarterly fire service check	Quarterly (every 3 months)	Quarterly (every 3 months)												
Perform 3 year Pressure Relief Test.	When Due (Every 3 years)	When Due (Every 3 years)												

This chart is to be submitted to the Program Manager, or their designee, at the end of each year.

Service Year:

Traction Elevator Check Chart

Building:

Elevator Co.:

Type Service: *Lube & Survey (Option 2)*

State Serial No.

*** Initial & date month performed.**

Service Function Performed	Frequency		Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
	Locations	Detroit												
Check car audibles, stop switch, emergency light, phone & safe edge.	Quarterly (every 3 months)	Monthly												
Check car tops, car guides, liners & lube rails where applicable.	Quarterly (every 3 months)	Quarterly (every 3 months)												
Check car/hall button & direction indicator operation.	Quarterly (every 3 months)	Monthly												
Check door operator & hardware. Clean complete car door sills.	Quarterly (every 3 months)	Quarterly (every 3 months)												
Check floor stops for accuracy and relevels.	Quarterly (every 3 months)	Monthly												
Clean pit. Check counterweight runby and compensation cable/chaints.	Quarterly (every 3 months)	Quarterly (every 3 months)												
Check governor sheave and adjust sheave tension if needed.	Quarterly (every 3 months)	Quarterly (every 3 months)												
Check operation of pit sump pump.	Quarterly (every 3 months)	Quarterly (every 3 months)												
Check controller & selector relays and clean from dust.	Quarterly (every 3 months)	Quarterly (every 3 months)												
Check hoist machine oil level & thrust bearing leakage.	Quarterly (every 3 months)	Quarterly (every 3 months)												
Check hoist motor brake linings and armature brush wear.	Quarterly (every 3 months)	Quarterly (every 3 months)												
Perform quarterly fire service check	Quarterly (every 3 months)	Quarterly (every 3 months)												
Perform no-load safety Test.	When Due (Annually)	When Due (Annually)												
Perform full load safety Test.	When Due (Every 5 years)	When Due (Every 5 years)												

This chart is to be submitted to the Program Manager, or their designee, at the end of each year.

Service Year:

Wheelchair Lift Check Chart

Building: _____ Service Co.: _____ Type Service: *Lube & Survey (Option 2)* State Serial No. _____

* Initial & date month performed.

Service Function Performed	Frequency	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Check call buttons for proper operation and response.	Quarterly (every 3 months)												
Check auto and/or manual gate(s) for proper operation.	Quarterly (every 3 months)												
Check Up & Down operation and floor stop level.	Quarterly (every 3 months)												
Check elevating device and hardware for proper lubrication.	Quarterly (every 3 months)												
Check all safety and stopping switches for proper operation.	Quarterly (every 3 months)												

This chart is to be submitted to the Program Manager, or their designee, at the end of each year.

Recommendations: