



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

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **240000000684**

between

THE STATE OF MICHIGAN

and

<b>CONTRACTOR</b>	Corrigan Moving and Storage Co. DBA Corrigan Moving Systems
	23923 Research Drive
	Farmington Hills, MI 48335
	Chase A. Robison
	ph. 810-424-6012/c. 810-625-4570
	crobison@corrigan.com
	CV0028065

<b>STATE</b>	<b>Program Manager</b>	Various – Statewide Primary: Shelly Millimaki	DTMB
		517-636-7710	
	<b>Contract Administrator</b>	MillimakiS@michigan.gov	
		Lisa Spitzley	DTMB
		517-249-0440	
		spitzleyL4@michigan.gov	

CONTRACT SUMMARY			
<b>DESCRIPTION: Moving Services and Supplies – Statewide</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 1, 2024	November 30, 2027	3, 1-Year	November 30, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		As per Agency/Contractor Agreement	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
<b>THIS IS NOT AN ORDER.</b> This Contract Agreement is awarded on the basis of the State's inquiry bearing the solicitation number RFP 240000001486. Orders for Delivery will be issued directly by the Departments through the issuance of a Delivery Order (DO) per the terms and conditions and specifications of this contract.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$1,000,000.00</b>

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
**Company Name**

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

\_\_\_\_\_  
**Authorized Agent** (Print or Type)

\_\_\_\_\_  
**Date**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name & Title**

\_\_\_\_\_  
**Agency**

\_\_\_\_\_  
**Date**

# STANDARD CONTRACT TERMS

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This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Corrigan Moving and Storage Co. DBA Corrigan Moving Systems (“**Contractor**”), a Michigan 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 three additional one-year option periods. 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:
<b>See Contract Administrator information shown below.</b>	Chase A. Robison 4204 Holiday Drive Flint, MI 48507 <a href="mailto:crobison@corrigan.com">crobison@corrigan.com</a> c: 810-625-4570/ph: 810-424-6012

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:
<b>Lisa Spitzley</b> <a href="mailto:spitzleyL4@michigan.gov">spitzleyL4@michigan.gov</a> 517-249-0440	Chase A. Robison 4204 Holiday Drive Flint, MI 48507 <a href="mailto:crobison@corrigan.com">crobison@corrigan.com</a> c: 810-625-4570/ph: 810-424-6012

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:
<b>Various – Statewide</b> <b>DTMB Delivery Services</b> <b>Shelly Millimaki</b> <a href="mailto:MillimakiS@michigan.gov">MillimakiS@michigan.gov</a>	Chase A. Robison 4204 Holiday Drive Flint, MI 48507 <a href="mailto:crobison@corrigan.com">crobison@corrigan.com</a> c: 810-625-4570/ph: 810-424-6012

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 attached 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](mailto: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. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal).

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

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

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

- 9. 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 **180** 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
<b>Contract Cover</b>	Provides RFP title and number, important dates, and contact information for Solicitation Manager
<b>Standard Contract Terms</b>	Provides legal terms
<b>Schedule A</b>	Statement of Work
<b>Schedule B</b>	Pricing for goods and services
<b>Schedule C</b>	Insurance Requirements
<b>Schedule D</b>	Example of the document template that will be used to quote and price moves performed
<b>Schedule E</b>	Provides contract zones which will correspond to pricing.
<b>Schedule F</b>	Example of Totes with Dolly

**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.

# SCHEDULE A – STATEMENT OF WORK

## CONTRACT ACTIVITIES

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**Contract No. 240000000684**

Moving Services and Supplies - Statewide

This schedule identifies the requirements of this contract.

### BACKGROUND

DTMB Delivery Services is responsible for office moves for the State of Michigan. State Agency offices contemplating moves will be required to e-mail DTMB Delivery Services to check for moving service or moving supplies availability. Should DTMB Delivery Services be unable to provide services or supplies for the agencies moves, the State agencies are then allowed to obtain moving services elsewhere.

It is the State's intention that any contract(s) established through this solicitation will be the vehicle under which the agencies will procure office moving services and supplies should DTMB be unable to do so.

### SCOPE

This contract is to provide moving services on an as-needed basis for the relocation of State agency offices, and the purchase or rental of moving supplies in the State of Michigan.

Types of moves not included in this solicitation and subsequent contract are:

- Individual/Employee household relocations
- Emergency relocations
- Office furniture assembling/disassembling
- Lab equipment currently under contract or requiring calibration and validation
- Server rooms

### REQUIREMENTS

#### 1. General Requirements

##### 1.1. Office Relocation Services

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

#### A. Scheduling Moving Service

1. Agencies are required to first contact DTMB Delivery Services via e-mail with their moving requests.

- a. If the agency receives an e-mail response from DTMB Delivery Services that they are unable to perform the service or provide the supplies required, the agency is then released to purchase from this contract.
  - b. Please note: If DTMB Delivery Services sends an e-mail response that they are unable to accommodate the agencies moving request/requirements, the agency is required to retain a copy of that e-mail for audit purposes as it serves as their release to use this contract.
2. The State will contact the Contractor Representative to request office relocation services no less than 30 calendar days prior to the requested move date and will provide to the Contractor with the following:
  - a. Date that the move is anticipated,
  - b. Basic description of the scope of the move,
  - c. The name of the End User Coordinator. The End User Coordinator is the State employee who:
    - 1) the Site Supervisor will arrange to meet during the site visit,
    - 2) who will be aware of the parameters of the impending move,
    - 3) who will be onsite during the move and confirm or amend the quotation sheet after the move is completed.
3. Contractor must, upon receiving a request for Office Relocation services:
  - a. Reserve and guarantee the requested move date(s) in its schedule.
  - b. Assign a Site Supervisor. **See Section 1.1.B.**
  - c. Schedule a site visit with the End User Coordinator to occur within 5 business days of the State's request. **See Section 1.1.D.**

#### **B. Site Supervisor**

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

1. Be present for any pre-planning meetings and/or Site Visit(s);
2. Plan, coordinate, and estimate each move
3. Be present at the job site(s) during the performance of Contract Activities; and
4. Supervise Contractor's staff and personnel during performance of Contract Activities.

**C. Exclusive Use and Dispatching of Vehicles**

1. Contractor must, for each Office Relocation service request, provide exclusive use of any trucks or vehicles during the performance of Contract Activities.
2. The State expects the Contractor to dispatch from their location closest to the move. However, this is at the discretion of the Contractor, and the State shall not be charged any additional fees for the Contractor making a business decision to dispatch from locations elsewhere in the State or out of the State.

**D. Planning & Site Visits**

1. Site Supervisor or other designee must participate in a Site Visit, unless otherwise agreed to in writing by the parties, to inspect the origin and destination sites so that a written Cost Estimate can be prepared in accordance with **Section E Cost Estimates**, below.
2. Site Visits must be conducted no more than 5 business days from the date of a request for services, unless otherwise agreed to in writing by the parties.
3. Site Supervisor or other designee must inspect all applicable site conditions to ensure a safe and efficient move including, but not limited to, access points for ingress and egress, loading dock height/width, door and pathway clearances, code compliance requirements, etc.
4. Site Supervisor or other designee must make all necessary arrangements with the State, as well as local traffic authorities, regarding the use of street space and parking. Contractor is solely responsible for any parking and/or traffic citations incurred by Contractor's staff during performance of Contract Activities.

**E. Cost Estimates**

Contractor must, at no cost to the State, provide the State with a written, non-binding Cost Estimate in accordance with this section, which must represent the work to be performed as determined during the Site Visit.

1. A Cost Estimate must be provided to the Agency Requester no more than 48 hours after conducting a Site Visit, unless otherwise agreed to in writing by the parties.
2. Cost Estimates must comprise of all costs, including all applicable goods, services, and fees. Each Cost Estimate must be completed using the State's form which will be similar to the sample form provided via **Schedule D- Sample Move Quote-Pricing Worksheet**. This will become the basis of any invoicing.
  - a. The final invoice must not exceed the Cost Estimate by more than 10%.
  - b. The State is not liable for any amount exceeding 10% of the



Cost Estimate unless pre-approved by the Program Manager, in writing.

#### **F. Order**

1. Once the requestor has received the quotation from the contractor and has verified that it meets their requirements, the requestor is required to forward the quotation with the appropriate SIGMA Requisition to their agency purchasing office:
  - a. the quotation;
  - b. with the appropriate SIGMA Requisition, and a
  - c. copy of the e-mail response from DTMB Delivery releasing the agency to purchase from this contract.
2. **Authorizing Document** - The appropriate authorizing document for the Contract will be a Delivery Order (DO) created by the requesting agency purchasing department, in SIGMA, against the master agreement.
  - a. The agency will send the DO to the contractor via fax or email.
  - b. Contractor will not begin Contract Activities until a DO is received.
  - c. Verbal orders are not acceptable and will not be considered authorization to proceed.
  - d. Contractor will list a reminder on quotes of confirmation of DO required before crew dispatched.

#### **G. Moving**

1. Under the direction of the Site Supervisor, the contractor will conduct the move as directed.
2. Prior to demobilization:
  - a. The Site Supervisor must review the cost estimate with the End User Coordinator, see Schedule D, Move Quote Form.
  - b. The End User Coordinator will verify time and materials used, make revisions as necessary, and will sign off on the Move Quotation/Price Sheet. Please note, the contractor will create their invoice based on this reviewed and approved Move Quotation/Price Sheet.

#### **H. Storage**

The State is interested in having the option to store their items in the event that items must be moved from the Origin site, but the destination site is unavailable.

Contractor has over 300,000 square feet of secured controlled storage space available across multiple Michigan locations and will deliver on-site storage solutions with lockable storage trailers, when requested. Each storage trailer will be inspected for weather tightness on the morning of delivery to ensure contents are protected.

## 1.2. Moving Equipment and Supplies Rental or Purchase

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

### A. Ordering and Scheduling Supplies

1. Offices requiring rental or purchase of moving supplies must send a requisition to their appropriate purchasing department and provide End User Coordinator contact information.
2. Agency purchasing office will create a delivery order in SIGMA and transmit that via email or fax to the Contractor.
3. Contractor must, upon receiving a delivery order, confirm and guarantee the availability of the requested items with the End User Coordinator and agree to a delivery time frame.

### B. Delivery & Pick-up

1. Contractor must, for each request, coordinate both a delivery and pick-up point, if a rental, with the End User Coordinator, which may be located within the interior of a building or facility.
2. Items shall be delivered directly to the End User Coordinator or designee at the designated location per the End User Coordinator requirements.
  - a. Contractor must, for every four (4) bins/totes ordered, provide one (1) dolly that is designated for use with said bins/totes. (See Exhibit F, Tote/Bin Example)
3. Delivery will be expected, for rental and purchase of moving supplies, within 7 calendar days upon date of order. Delivery will be made at the location established in the delivery order and under direction of the End User Coordinator.
4. Rental agreements will be understood to be from the date of product delivery to the date the written notice of pick-up is sent to the Contractor by the End User Coordinator. The State will not be obligated to pay for rental products beyond the date of the written notice regardless of when the Contractor picks those items up.
5. Pick-up of rental items will be expected to take place within 7 calendar days of written notice of pick-up provided to the Contractor by the End User Coordinator. The State will not be held liable for cost to replace rental items lost or misplaced if the items are not collected by the Contractor within this time.

### 1.3 Transition

- A. 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. Reporting

The Contractor must submit to the following written reports, to the contract administrator:

- A. Annual usage report which includes the following information broken down by agency:
1. Type of service(s) requested (i.e., Office Relocation, Bin/Tote Rental, or both);
  2. date service was performed;
  3. Original estimated cost
  4. Actual total due per invoice.
  5. Total Spend
- B. Other reports as requested.

### 2.2. Meetings

The Contractor's contract representative must attend the following meetings:

- A. Kick-off meeting, either in person or via conference call, within 10 calendar days of the Contract Execution date.
- B. The state may request other meetings as it deems appropriate.

## 3. Staffing

### 3.1. Contractor Representative and Key Personnel

The Contractor must appoint one Contractor Representative and other Key Personnel, specifically assigned to State of Michigan accounts, who will be knowledgeable on the contractual requirements and directly responsible for the day-to-day operations of the Contract.

- A. The Contractor Representative will be the individual who will administrate this contract on behalf of the Contractor and will be expected to have intimately knowledge of this contract and its parameter and will have the ability to answer questions about our unique program, handle day to day issues. This person will work with the Contract Administrator regarding required contractual changes, amendments and the like.
- B. Listed among the Key Personnel will be **the primary contract at each of the Contractor's locations**. This person **will be known as the Location Representative** and will be expected to have intimately knowledge of this contract and its parameter, will have the ability to answer questions about our unique program, handle day to day issues, and assist with projects quotes.

- C. The Contractor Representative and Key Personnel must be: available via a toll-free number for customer service calls and must be available during the hours of 8:00 a.m. to 5:00 p.m. ET Monday through Friday.
- D. The Contractor Representative and Key Personnel must respond to the State within 3 business hours to State inquiries.
- E. The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative or Key Personnel.
- F. The Contractor may not remove or assign a new Contractor Representative or Key Personnel without the prior consent of the State.
  - 1. 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.
  - 2. The State may request a résumé and conduct an interview before approving a change.
  - 3. The State may require a 30-calendar day training period for replacement personnel.

**Contractor Representative** – Will perform site Surveys, estimating, Project Management, as well as handling all Contract questions.

**Chase Robison**, District Sales Manager

4204 Holiday Drive | Flint, MI 48507

Direct: 810.424.6012 | Mobile: 810.625.4570

[crobison@corrigan.com](mailto:crobison@corrigan.com)

**Other Key Personnel** - Day to Day communications and Scheduling and Accounting/Account Receivable questions.

**Kim Diment**

4204 Holiday Drive | Flint, MI 48507

[kdiment@corrigan.com](mailto:kdiment@corrigan.com)

Direct: 810.424.6013

**Tom Wilcox**

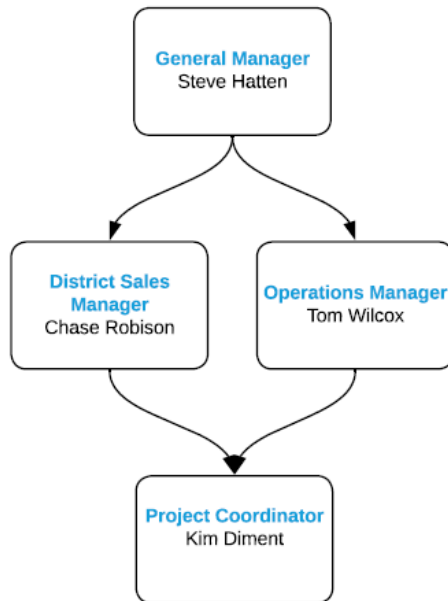
4204 Holiday Drive | Flint, MI 48507

[twilcox@corrigan.com](mailto:twilcox@corrigan.com)

Direct: 810.238.2728

### 3.2. Organizational Chart

## Flint Commercial Services Business Flow Chart



### 3.3. Customer Service Number

The Contractor must specify its direct line number for the State to contact the Contractor Representative who must be available for calls during the hours of 8:00 am to 5:00 pm ET, Monday through Friday at a minimum and on the day of the move. The toll-free Contact number to call is **810-424-6013**.

### 3.4. Disclosure of Subcontractors

**Any subcontractors will be bound by the terms of this contract. The State will not accept billing from nor make direct payments to any subcontractor.**

The Contractor does not intend to utilize subcontractors as of Contract start.

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.
- **If Sub-Contractors are considered Geographically Disadvantaged Business Enterprise Sub-Contractors: 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](#)

**The Contractor will give the State 30 calendar days' notice if it intends to utilize any subcontractor and provide the information as required above.**

### 3.5. Contractor Locations

The Contractor has one location withing the state from which it intends to dispatch trucks, personnel, rental equipment, and several locations throughout Michigan in which state property could be warehoused if required. Their location is as follows:

Location Address	Servicing Which Zones
4204 Holiday Drive, Flint, MI 48507	All Zones (1,2,3,4,5,6)

### 3.6. 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.

## 4. Pricing

- A. Pricing for this contract will be as established in **Schedule B- Pricing** and include all costs associated with this contract, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
- B. Moving Services will be established by zone, Rental and Purchase Prices will apply statewide.
- C. Quotation Pricing Sheets are established for the use in quoting and then invoicing for moves with the State.



F. Pricing for Additional Mileage Rates. In Schedule B, under Section D., the State is allowing for Additional Mileage in specific situations or scenarios including:

1. The move is between two different zones and exceeds 100 miles between the Origin Site and the Destination Site. The extra mileage will only apply to those miles which exceed 100 miles within the move between sites and then back to the contractor's location. This will include "round robin moves" where a truck may move multiple times within the day from the origin to the destination. Mobilization/Demobilization miles are not included.
2. A move occurring in a single zone exceeds 200 miles between the Origin Site and the Destination Site. The extra mileage will only apply to those miles which exceed 100 miles within the move between sites and then back to the contractor's location. This will include "round robin moves" where a truck may move multiple times within the day from the origin to the destination. Mobilization/Demobilization miles are not included.

### **1.1. Price Term**

- A. Pricing is firm for 36 months ("Pricing Period"). The first pricing period begins on the Effective Date.
- B. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

### **1.2. 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.

### **1.3. Electronic Catalog**

To enable catalog management functionality, the Contractor must supply the State with product and pricing information as identified in Schedule B of this RFP.

A. The Contractor must supply the State with updated product and pricing information over the duration of the Contract using the then- current catalog template provided by the State.

B. Product and price changes provided in this manner will not take effect until the catalog is updated in the State's procurement system.

## **5. Ordering**

### **5.1. Authorizing Document**

A. The appropriate authorizing document will be a delivery order created in SIGMA and transmitted to the Contractor via fax or email.

B. The Contractor will not accept any verbal work orders. The Contractor risks non-payment for any work performed under verbal authorization.

C. This contract will be not authorized for P-Card use.

### **5.2. Order Verification**

The Contractor will verify that their orders have been sent by the agency's purchasing department, utilizing a SIGMA generated DO. No other written orders are acceptable.

## **6. Acceptance**

### **6.1. Inspection and Acceptance**

1. The End User Coordinator or designee inventories and accepts the transported State Property by signing the Move Quotation/Price Sheet;
2. All items are delivered to the destination site according to the move Quotation-Pricing Worksheet; and review and approval from the End User Coordinator;
3. The End User Coordinator or designee confirms all items are damage free within 5 business days;
4. The State may hold back payment on invoices equal to estimated damage amounts.

### **6.2. Final Acceptance**

1. The End User will verify that the products ordered were delivered.
2. The Contractor will receive from the End User Coordinator a signed shipping receipt signifying that products were delivered as ordered or marked with adjustments as necessary.
3. For rental items, the Contractor will provide to the State's End User Coordinator a signed copy of receipt of items from the State.

## **7. Invoice and Payment**

### **7.1. Computation and Invoice Requirements for Services**

Contractor must prepare and provide an invoice for completed and accepted Contract Activities.

1. Invoice must be provided no more than 10 business days from the date of completed service.
2. Using the approved Move Quotation/Price Sheet, the Contractor's invoice must indicate, at minimum:

- a. Date;
  - b. Delivery order number;
  - c. Description of Contract Activities;
  - d. Number and type of vehicles used;
  - e. Number and type of employees, indicating hourly rate and # of hours worked for each;
  - f. Moving supplies – quantity & price per unit (e.g., boxes, shrink wrap rolls, pads, packing materials, etc.);
  - g. Total price
3. The Contractor must attach to the invoice a copy of the Move Quotation/Price Sheet signed by the End User Coordinator.

## **7.2. Invoice for Purchase/Rental of Moving Supplies**

Contractor must prepare and provide an invoice for completed and accepted Contract Activities.

1. Invoice must be provided no more than 10 business days from the date of service.
2. Contractor's invoice must indicate, at minimum:
  - a. Date;
  - b. Delivery order number;
  - c. Description of Contract Activities;
  - d. Number and type of vehicles used;
  - e. Number and type of employees, indicating hourly rate and # of hours worked for each;
  - f. Moving supplies – quantity & price per unit (e.g., boxes, shrink wrap rolls, pads, packing materials, etc.);
  - g. Total price;
3. For purchased items, Contractor must attach a copy of the shipping receipt signed by the End User Coordinator.
4. For rental items Contractor must attach a copy of delivery and pick-up receipts signed by the End User Coordinator.

## **7.3. Payment Methods**

- A. The State will make payment for Contract Activities via EFT.
- B. This contract will not be approved for P-Card payment.

## **8. Liquidated Damages**

Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.

- The State is entitled to collect \$100 per individual per day for the removal of any Key Personnel without prior approval of the State.
- The State is entitled to collect \$100 per individual per day for an unapproved or untrained key personnel replacement.

## **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.
- B. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.

**Service Level Agreements for this Contract will be as follows:**

SLA Metric 1. Timely Deliveries	
<b>Definition and Purpose</b>	<p>All moves must be completed as scheduled.</p> <p>AND</p> <p>The Contractor must ensure that items and quantities of supplies delivered are exactly the items, brands, and quantities on the Order Confirmation. No substitutions will be allowed without prior written permission by Program Manager and a Change Notice executed by the Contract Administrator.</p> <p>The entire order will be received on the same day unless a partial delivery has been approved in advance by the Program Manager.</p>
<b>Acceptable Standard</b>	<ol style="list-style-type: none"> <li>1. All services and deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours. See Section 1.1. Office Relocation Services and 1.2 Moving Equipment and Supplies Rental or Purchase.</li> <li>2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time.</li> <li>3. Items, brands, and quantities delivered will match the Order Confirmation exactly.</li> <li>4. For Supplies and Equipment orders, signed and dated packing slips will be provided to ordering Agency at the time of delivery.</li> <li>5. The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the Program Manager.</li> <li>6. Orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate.</li> </ol> <p>The acceptable standard is 100% compliance.</p>

SLA Metric 1. Timely Deliveries	
<b>Credit Due for Failing to Meet the Service Level Agreements</b>	<ol style="list-style-type: none"> <li>1. 1% service level credit against the total invoice cost for each additional hour beyond the first hour of delay for a scheduled delivery may be assessed for each of the first five occurrences of non-compliance in a given calendar year.</li> <li>2. 5% service level credit against the total invoice cost for each additional hour beyond the first hour of delay for a scheduled delivery may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year.</li> </ol> <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.</p>



## SCHEDULE B - PRICING

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**Contract No.** 240000000684  
Moving Services and Supplies

1. The Contractor must provide a Schedule B, Pricing Matrix. The pricing schedule should be submitted in a modifiable format (e.g., Excel).
2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing), with the exception of mileage where indicated in Pricing Matrix.
3. Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

**See Schedule B, Pricing Matrix below:**

# STATE OF MICHIGAN

Contract No. 240000000684

Moving Services and Supplies - Statewide

## SCHEDULE B, Pricing

1. MOVING AND DELIVERY SERVICES											
A. The following rates apply for work performed when the Contractor arrives at the Origin site until they leave the Destination site.											
Move Personnel	Rate per Hour							Rate/Hour for Alternate Proposed Zones			
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 1	Zone 2	Zone 3	Zone 4
Move Supervisor	Straight Time	\$74.00	\$54.00	\$54.00	\$54.00	\$54.00	\$54.00	N/A	N/A	N/A	N/A
	Overtime (after 8 hrs.)	\$82.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	N/A	N/A	N/A	N/A
	Double-Time	\$95.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	N/A	N/A	N/A	N/A
	Saturday/Sunday	\$95.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	N/A	N/A	N/A	N/A
Mover	Straight Time	\$60.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	N/A	N/A	N/A	N/A
	Overtime (after 8 hrs.)	\$66.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	N/A	N/A	N/A	N/A
	Double-Time	\$75.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	N/A	N/A	N/A	N/A
	Saturday/Sunday	\$75.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	N/A	N/A	N/A	N/A
Project Manager	Straight Time	\$90.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	N/A	N/A	N/A	N/A
	Overtime (after 8 hrs.)	\$98.00	\$78.00	\$78.00	\$78.00	\$78.00	\$78.00	N/A	N/A	N/A	N/A
	Double-Time	\$110.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	N/A	N/A	N/A	N/A
	Saturday/Sunday	\$110.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	N/A	N/A	N/A	N/A
Driver	Straight Time	\$74.00	\$54.00	\$54.00	\$54.00	\$54.00	\$54.00	N/A	N/A	N/A	N/A
	Overtime (after 8 hrs.)	\$82.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	N/A	N/A	N/A	N/A
	Double-Time	\$95.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	N/A	N/A	N/A	N/A
	Saturday/Sunday	\$95.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	N/A	N/A	N/A	N/A
Project management will be offered free of charge? Yes or No?			NO		*PM used only when larger jobs require*						
B. The following rates apply for work performed when the Contractor arrives at the Origin site until they leave the Destination site.											
Transport/Moving Vehicles		Rate						Rate for Alternate Proposed Zones			
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 1	Zone 2	Zone 3	Zone 4
Tractor/Trailers: Rate Per Hour:		\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	N/A	N/A	N/A	N/A
Tractor/Trailers: Storage per Day		\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	N/A	N/A	N/A	N/A
Tractor/Trailers: Storage per Week		\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	N/A	N/A	N/A	N/A
Tractor/Trailers: Storage per Month		\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	N/A	N/A	N/A	N/A
Large Truck (over 28 feet): Rate per Hour		\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	N/A	N/A	N/A	N/A
Small Truck: Rate Per Hour		\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	N/A	N/A	N/A	N/A
Van: Rate Per Hour		\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	N/A	N/A	N/A	N/A
Please Note: Mileage must be included in the hourly rates for Transport/Moving vehicles.								N/A	N/A	N/A	N/A
C. Mobilization/Demobilization Rates for Contractor moves within a given Zone (Rates shall include ALL costs)(these rates are for vehicle and personnel costs from the Contractors location to the origin site and from the											
All Vehicles*		Single Rate						Rate for Alternate Proposed Zones			
*All vehicles includes van, small & large truck, and tractor trailer.	Item	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 1	Zone 2	Zone 3	Zone 4
	Driver Only	\$745.00	\$160.00	\$185.00	\$105.00	\$160.00	\$130.00	N/A	N/A	N/A	N/A
	Driver + 1 Mover	\$1,105.00	\$220.00	\$255.00	\$145.00	\$220.00	\$180.00	N/A	N/A	N/A	N/A
	Driver + 2 Movers	\$1,465.00	\$280.00	\$325.00	\$185.00	\$280.00	\$230.00	N/A	N/A	N/A	N/A
	Driver + 3 Movers	\$1,825.00	\$340.00	\$395.00	\$225.00	\$340.00	\$280.00	N/A	N/A	N/A	N/A
	Driver + 4 Movers	\$2,185.00	\$400.00	\$465.00	\$265.00	\$400.00	\$330.00	N/A	N/A	N/A	N/A
D. Additional Mileage Rates - See Schedule A, Section 4.F.1. Instructions for Schedule B- Pricing											
All Vehicles*		Cost per Mile for each mile over 100 miles (for Move across multiple zones) or 200 Miles (for Move within Same Zone). See Schedule A, Section						Rate for Alternate Proposed Zones			
*All vehicles includes van, small & large truck, and tractor trailer.	Item	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 1	Zone 2	Zone 3	Zone 4
	Driver Only	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	N/A	N/A	N/A	N/A
	Driver + 1 Mover	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	N/A	N/A	N/A	N/A
	Driver + 2 Movers	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	N/A	N/A	N/A	N/A
	Driver + 3 Movers	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	N/A	N/A	N/A	N/A
	Driver + 4 Movers	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	N/A	N/A	N/A	N/A
E. Office or Laboratory Packaging Rates on site either Origin or Destination		Rate per Hour						Rate for Alternate Proposed Zones			
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 1	Zone 2	Zone 3	Zone 4
Packing Charge (hourly)		\$60.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	N/A	N/A	N/A	N/A
Computer/IT or Lab Equipment Packing Charge(hourly)		\$60.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	N/A	N/A	N/A	N/A
Unpacking Charge (hourly)		\$60.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	N/A	N/A	N/A	N/A

Computer/IT or Lab Equipment Unpacking Charge(hourly)	\$60.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	N/A	N/A	N/A	N/A
<b>F. Delivery Charge for Moving Equipment and Supplies (other than reusable plastic bins/totes) * Added Mileage</b> Rates may apply for deliveries with round trips of 300 miles or more.										
<b>Delivery Independent of Move</b>	<b>Total Cost</b>						<b>Cost for Alternate Proposed Zones</b>			
	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>	<b>Zone 5</b>	<b>Zone 6</b>	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>
One Time Drop or One Time Pickup Charge to Loading Dock*	\$745.00	\$160.00	\$185.00	\$105.00	\$160.00	\$130.00	N/A	N/A	N/A	N/A
Hourly Rate to Distribute Equipment and Supplies	\$195.00	\$144.00	\$144.00	\$144.00	\$144.00	\$144.00	N/A	N/A	N/A	N/A
<b>G. Delivery Charge for Reusable Plastic Bins/ Totes * Added Mileage Rates may apply for deliveries with round trips of 300 miles or more.</b>										
<b>Delivery Independent of Move</b>	<b>Total Cost</b>						<b>Cost for Alternate Proposed Zones</b>			
	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>	<b>Zone 5</b>	<b>Zone 6</b>	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>
One Time Drop or One Time Pickup Charge to Loading Dock*	\$780.00	\$165.00	\$195.00	\$110.00	\$165.00	\$140.00	N/A	N/A	N/A	N/A
Hourly Rate to Distribute Reusable Plastic Bins/ Totes	\$184.00	\$144.00	\$144.00	\$144.00	\$144.00	\$144.00	N/A	N/A	N/A	N/A

<b>2. MOVING EQUIPMENT AND SUPPLIES- RENTAL OR PURCHASE</b>			
<b>List of Items</b>	<b>Rental Per Day</b>	<b>Rental Per Week</b>	<b>Purchase Price</b>
Masonite fiberboard – for floor protection (4' x 8') sheet:	\$2.00	\$5.00	\$30.00
1/2" Plywood – for floor protection (sheet)	\$3.00	\$5.00	\$35.00
1/4" Plywood – for floor protection (sheet)	\$3.00	\$5.00	\$30.00
Protection Material (walls/doorways/floors) Foam Insulation Sheets:	\$2.00	\$5.00	\$8.00
Protection Material (walls/doorways/floors) Cardboard Sheets:	\$1.00	\$1.00	\$5.00
Speed Pack – (39 x28 x 24) 1 dolly included	\$2.00	\$8.00	\$55.00
speed pack without dolly – purchase price	N/A	N/A	\$20.00
4-wheel dolly for use with speed pack – purchase price	N/A	N/A	\$45.00
6.0 Cardboard Cartons (24 x 18 x 24)	N/A	N/A	\$4.00
4.5 Cardboard Cartons (18 x 18 x 24)	N/A	N/A	\$2.75
3.0 Cardboard Cartons (18 x 18 x 16)	N/A	N/A	\$2.25
Legal Tote Boxes/ Carboard Cartons (24 x 16 x 13)	\$1.00	\$1.00	\$3.25
Letter Tote Boxes/ Cardboard Cartons (24 x 12 x 12)	\$1.00	\$1.00	\$3.00
1.5 Cardboard Cartons (17 x 13 x 13)	N/A	N/A	\$1.75
Cardboard Cartons destroyed in use will be charged the Purchase Price instead of the Rental	N/A	N/A	N/A
Specialty Cardboard Cartons will be quoted on individual basis.	N/A	N/A	N/A
Rental charge for reusable plastic bins with or without mover assistance (1 dolly included per 4 bins)	\$0.75	\$2.50	N/A
Maximum Charge for 1 destroyed or unreturned Reusable Plastic Bin	N/A	N/A	\$40.00
Maximum Charge for 1 destroyed or unreturned dolly	N/A	N/A	\$50.00
Carts (CRT)	\$4.00	\$20.00	\$250.00
Library/ Panel Carts	\$4.00	\$20.00	\$250.00
Pads	N/A	N/A	\$30.00
Dish Packs	N/A	N/A	\$5.50
Bubble Warp, small 3/16 – 24" x 750" roll – perf 12" Static Resistant	N/A	N/A	\$0.55/12"
Bubble Warp, small 3/16 – 24" x 750" roll – perf 12"	N/A	N/A	\$0.40/12"
Bubble Wrap, large ½ - 24" x 250" roll – perf 12"	N/A	N/A	\$0.48/12"
Bubble Wrap, large ½ - 48" x 250" roll – perf 12"□	N/A	N/A	\$0.60/12"
Bubble Dispenser, small 12" x 150" – perf 12"	N/A	N/A	\$0.48/12"
Bubble Dispenser, large 12" x 100" – perf 12"	N/A	N/A	\$0.60/12"
Cellulose Wadding 6 ply – 36" x 72"	N/A	N/A	\$1.25
Cellulose Wadding 6 ply – 48" x 72"	N/A	N/A	\$1.50
Cellulose Wadding 6 ply – 60" x 72"	N/A	N/A	\$2.00
Paper Pack – Wrapping – White Sheet	N/A	N/A	\$30.00
Shrink/Stretch Wrap – 18" x 1500' rolls	N/A	N/A	\$25.00
Corrugated Roll – 36" x 250' single face	N/A	N/A	\$30.00
Box Tape 2" x 55 yards	N/A	N/A	\$2.00
Labels – Pack (300 per pack)	N/A	N/A	\$12.00
Computer bags	N/A	N/A	\$2.10

<b>J. Storage/Warehousing</b>	<b>Per Day</b>	<b>Per Week</b>	<b>Per Month</b>
Warehousing (per sq. ft.)	\$0.50	\$0.75	\$1.50

## **SCHEDULE C - INSURANCE REQUIREMENTS**

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**Contract No. 240000000684**  
Moving Services and Supplies

- 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](mailto: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
<b>Commercial General Liability Insurance</b>	
<b>Minimum Limits:</b> <b>\$1,000,000 Each Occurrence</b> <b>\$1,000,000 Personal &amp; Advertising Injury</b> <b>\$2,000,000 Products/Completed Operations</b> <b>\$2,000,000 General Aggregate</b>	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.
<b>Umbrella or Excess Liability Insurance</b>	
<b>Minimum Limits:</b> <b>\$5,000,000 General Aggregate</b>	Contractor must have their policy follow form.
<b>Automobile Liability Insurance</b>	
<b>Minimum Limits:</b> <b>\$1,000,000 Per Accident</b>	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Hired and Non-Owned Automobile Insurance</b>	
<b>Minimal Limits:</b> <b>\$1,000,000 Per Occurrence Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds</b>	
<b>Workers' Compensation Insurance</b>	
<b>Minimum Limits:</b> <b>Coverage according to applicable laws governing work activities.</b>	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<b>Minimum Limits:</b> <b>\$500,000 Each Accident</b> <b>\$500,000 Each Employee by Disease</b> <b>\$500,000 Aggregate Disease</b>	
<b>Privacy and Security Liability (Cyber Liability) Insurance</b>	

Required Limits	Additional Requirements
<b>Minimum Limits:</b> <b>\$1,000,000 Each Occurrence</b> <b>\$1,000,000 Annual Aggregate</b>	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
<b>Crime (Fidelity) Insurance</b>	
<b>Minimum Limits:</b> <b>\$1,000,000 Employee Theft Per Loss</b>	Contractor must have their policy: (1) cover forgery and alteration, theft of money and securities, robbery and safe burglary, computer fraud, funds transfer fraud, money order and counterfeit currency, and (2) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as Loss Payees.
<b>Property Insurance</b>	
<b>Contractor is responsible for any loss or damage to State property arising out of this agreement, including cargo while in transit, and cargo in Contractor's care, custody, and control, up to its replacement value.</b>  <b>Evidence of Property Insurance is required for any off-site property location of Contractor that is part of this Contract.</b>  <b>Contractor is responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies), owned, rented, or used by Contractor, up to its replacement value, where the property and its contents are under the care, custody and control of Contractor.</b>	Policy must be endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as a loss payee as its interests appear.

**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.

# STATE OF MICHIGAN

Contract No. 240000000684

Moving Services and Moving Supplies - Statewide

## SCHEDULE D

### SAMPLE Move Quotation/ Pricing Sheet- (one for each zone)

**A.** The following rates apply for work performed when the Contractor arrives at the Origin site until they leave the Destination site. (Rates will include **ALL** costs).

Move Personnel	Rate/Hour	# of Hours	# of Personnel	Total
Move Supervisor	Straight Time			\$0.00
	Includes Saturday			\$0.00
	Overtime (after 8hrs)			\$0.00
	Double-Time			\$0.00
	Sunday/Weekend			\$0.00
Mover	Straight Time			\$0.00
	Includes Saturday			\$0.00
	Overtime (after 8hrs)			\$0.00
	Double-Time			\$0.00
	Sunday/Weekend			\$0.00
Project Manager	Straight Time			\$0.00
	Includes Saturday			\$0.00
	Overtime (after 8hrs)			\$0.00
	Double-Time			\$0.00
	Sunday/Weekend			\$0.00
Driver	Straight Time			\$0.00
	Includes Saturday			\$0.00
	Overtime (after 8hrs)			\$0.00
	Double-Time			\$0.00
	Sunday/Weekend			\$0.00
<b>A. SUBTOTAL</b>				<b>\$0.00</b>

**B.** The following rates apply for work performed when the Contractor arrives at the Origin site until they leave the Destination site. (Rates shall include **ALL** costs)

Transport/Moving Vehicles	Cost	# Hours	Quantity	Total
Tractor/Trailers: Rate Per Hour:				\$0.00
Tractor/Trailers: Storage per Day				\$0.00
Tractor/Trailers: Storage per Week				\$0.00
Tractor/Trailers: Storage per Month				\$0.00
Large Truck (over 28 feet): Rate per Hour				\$0.00
Large Truck (over 28 feet): Rate per Day (Max.)				\$0.00
Small Truck: Rate Per Hour:				\$0.00
Van: Rate per Day (Max.)				\$0.00
Insurance, gas costs and charges for mileage will be included in the hourly rates for Transport/Moving vehicles.			<b>B. SUBTOTAL</b>	<b>\$0.00</b>

**C.** Mobilization/Demobilization Rates for Contractor moves in Zone. (Rates shall include **ALL** costs)  
(These rates are for vehicle and personnel costs from the Contractor's location to the origin site and from the destination site back to the Contractor's location)

Vehicle	Item	Cost	Quantity	Total
Contract 240000000684	Driver Only			\$0.00
	Driver + 1 Mover			\$0.00



*All vehicles	Driver + 2 Movers			\$0.00
	Driver + 3 Movers			\$0.00
	Driver + 4 Movers			\$0.00
*Vehicles include van, small & large truck, and tractor trailer.			<b>C. SUBTOTAL</b>	\$0.00

**D. Additional Mileage Rates** (These rates are chargeable only if they meet both of the following requirements: 1). are between two different zones and 2). exceed 100 miles between the Origin Site and Destination Site.

Vehicle	Item	Cost	Quantity	Total
*All vehicles	Driver Only			\$0.00
	Driver + 1 Mover			\$0.00
	Driver + 2 Movers			\$0.00
	Driver + 3 Movers			\$0.00
	Driver + 4 Movers			\$0.00
*Vehicles include van, small & large truck, and tractor trailer.			<b>D. SUBTOTAL</b>	\$0.00

**E. Packaging Rates for Contractor Moves**

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

**F. Delivery charge for moving equipment and supplies other than reusable plastic bins:**

One time drop or one time pickup			\$0.00
Hourly Rate to Distribute Equipment and Supplies <input type="checkbox"/>			\$0.00
		F. SUBTOTAL	\$0.00

**G. Delivery charge for reusable plastic bins/ totes:**

One time drop or one time pickup			\$0.00
Hourly Rate to Distribute Reusable Bins/ Totes			\$0.00
G. SUBTOTAL			\$0.00

**H. Reusable Plastic Bins/Totes Rental**

RENTAL CHARGES	Cost	Quantity	# of Days	Total
Rental charge <u>per day</u> for reusable plastic bins <b>with or without mover assistance</b> (1 dolly included per 4 bins)				\$0.00
			F. SUBTOTAL	\$0.00

**I. Moving Equipment and Supplies**

Daily Rental	Cost/day	Quantity	# of days	Total
Masonite fiberboard – for floor protection (4' x 8') sheet:				\$0.00
1/2" Plywood – for floor protection (sheet)				\$0.00
1/4" Plywood – for floor protection (sheet)				\$0.00
Protection Material (walls/doorways/floors) Foam Insulation Sheets:				\$0.00

Protection Material (walls/doorways/floors) Cardboard Sheets:					\$0.00
Speed Pack – rental (39 x28 x 24) 1 dolly included					\$0.00
6.0 Cartons (24 x 18 x 24)					\$0.00
4.5 Cartons (18 x 18 x 24)					\$0.00
3.0 Cartons (18 x 18 x 16)					\$0.00
Legal Tote Boxes/Cartons (24 x 16 x 13)					\$0.00
Letter Tote Boxes/Cartons (24 x 12 x 12)					\$0.00
1.5 Cartons (17 x 13 x 13)					\$0.00
Specialty Cartons (Specify size and type if applicable):	available upon request				
Size:_____					\$0.00
Size:_____					\$0.00
Carts (CRT)					\$0.00
Dollies/Carts Charge					\$0.00
Library/Panel Carts					\$0.00
Pads					\$0.00
Dish Pack					\$0.00
Weekly Rental		Cost/week	Quantity	# of days	Total
Masonite fiberboard – for floor protection (4’ x 8’) sheet:					\$0.00
1/2” Plywood – for floor protection (sheet)					\$0.00
1/4” Plywood – for floor protection (sheet)					\$0.00
Protection Material (walls/doorways/floors) Foam Insulation Sheets:					\$0.00
Protection Material (walls/doorways/floors) Cardboard Sheets:					\$0.00
Speed Pack – rental (39 x28 x 24) 1 dolly included					\$0.00
6.0 Cartons (24 x 18 x 24)					\$0.00
4.5 Cartons (18 x 18 x 24)					\$0.00
3.0 Cartons (18 x 18 x 16)					\$0.00
Legal Tote Boxes/Cartons (24 x 16 x 13)					\$0.00
Letter Tote Boxes/Cartons (24 x 12 x 12)					\$0.00
1.5 Cartons (17 x 13 x 13)					\$0.00
Specialty Cartons (Specify size and type if applicable):	available upon request				
Size:_____					\$0.00
Size:_____					\$0.00
Carts (CRT)					\$0.00
Dollies/Carts Charge					\$0.00
Library/Panel Carts					\$0.00
Pads					\$0.00
Dish Pack					\$0.00
Purchase			Purchase	Quantity	Total
Masonite fiberboard – for floor protection (4’ x 8’) sheet:					\$0.00
1/2” Plywood – for floor protection (sheet)					\$0.00
1/4” Plywood – for floor protection (sheet)					\$0.00
Protection Material (walls/doorways/floors) Foam Insulation Sheets:					\$0.00
Protection Material (walls/doorways/floors) Cardboard Sheets:					\$0.00
Speed Pack – rental (39 x28 x 24) 1 dolly included					\$0.00
speed pack without dolly – purchase price					\$0.00
4-wheel dolly for use with speed pack – purchase price					\$0.00
6.0 Cartons (24 x 18 x 24)					\$0.00
4.5 Cartons (18 x 18 x 24)					\$0.00

3.0 Cartons (18 x 18 x 16)				\$0.00
Legal Tote Boxes/Cartons (24 x 16 x 13)				\$0.00
Letter Tote Boxes/Cartons (24 x 12 x 12)				\$0.00
1.5 Cartons (17 x 13 x 13)				\$0.00
Specialty Cartons (Specify size and type if applicable):	available upon request			
Size: _____				\$0.00
Size: _____				\$0.00
Charge for Destroyed Boxes: (type, number, material made of cardboard, etc.)	Purchase price charged			\$0.00
Carts (CRT)				\$0.00
Dollies/Carts Charge				\$0.00
Library/Panel Carts				\$0.00
Pads				\$0.00
Dish Pack				\$0.00
Bubble Warp, small 3/16 – 24" x 750" roll – perf 12"				\$0.00
Bubble Wrap, large ½ - 24" x 250" roll – perf 12"				\$0.00
Bubble Wrap, large ½ - 48" x 250" roll – perf 12"				\$0.00
Bubble Dispenser, small 12" x 150" – perf 12"				\$0.00
Bubble Dispenser, large 12" x 100" – perf 12"				\$0.00
Cellulose Wadding 6 ply – 36" x 72"				\$0.00
Cellulose Wadding 6 ply – 48" x 72"				\$0.00
Cellulose Wadding 6 ply – 60" x 72"				\$0.00
Paper Pack – Wrapping – White Sheet (cost per pound)				\$0.00
Shrink/Stretch Wrap – 18" x 1500' rolls				\$0.00
Corrugated Roll – 36" x 250' single face				\$0.00
Box Tape 2" x 55 yards				\$0.00
Labels – Rolls (300 each)				\$0.00
Computer Bags				\$0.00
Miscellaneous quoted item:				\$0.00
G. SUBTOTAL				\$0.00

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

**GRAND TOTAL \$0.00**

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

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

**SITE VISIT ATTESTATION:**

**Contractor Signature**

**MOVE TIME AND MATERIAL ATTESTATION:**

\_\_\_\_\_  
End-User Coordinator Signature

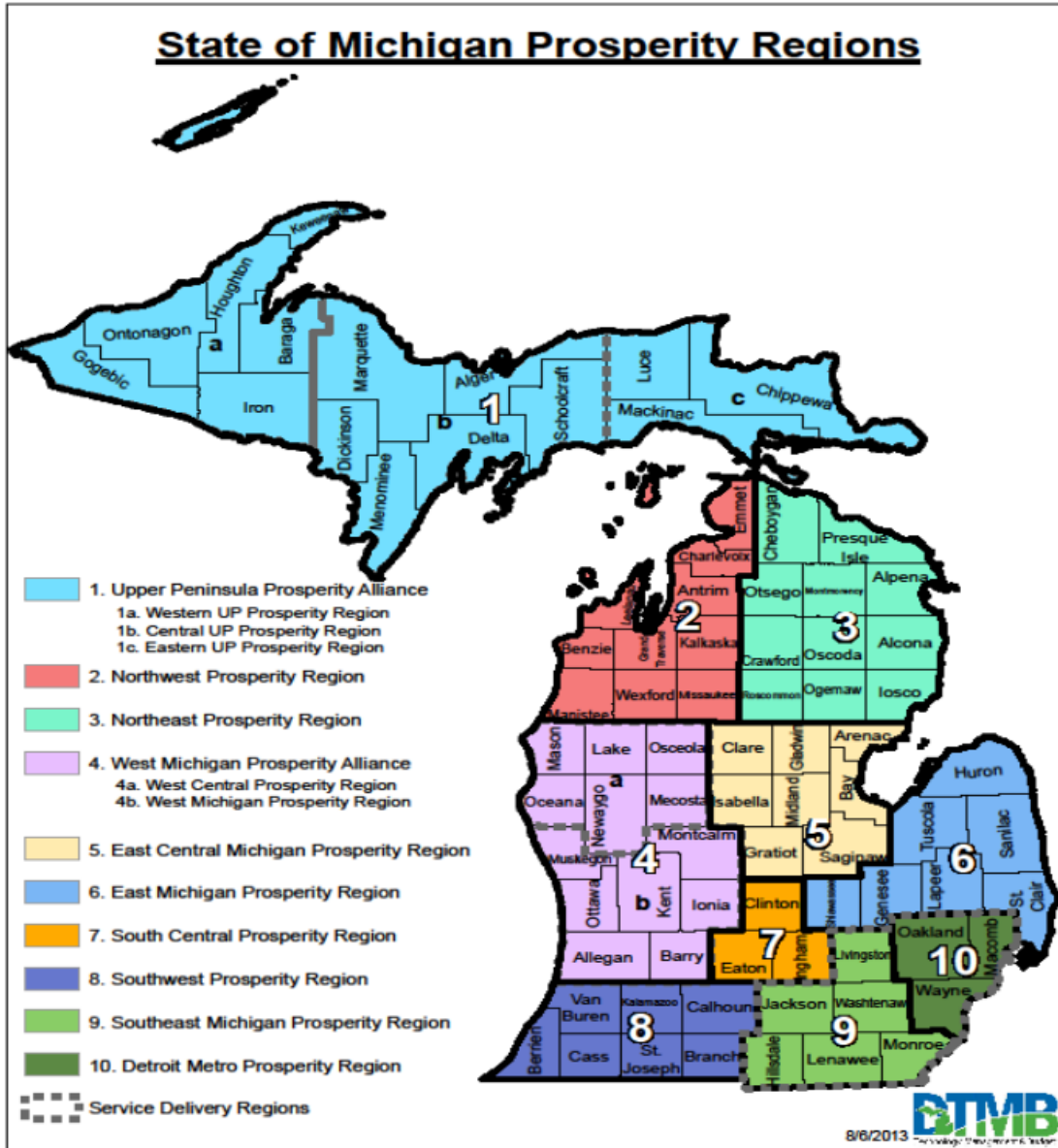
# STATE OF MICHIGAN

Contract No. 240000000684

Moving Services and Supplies - Statewide

## SCHEDULE E

Contract Pricing Zones based on State of Michigan Prosperity Regions



Proposed Contract Zones	State Prosperity Regions included in Contract Zones
Zone 1	Region 1
Zone 2	Region 2, 3 and 5
Zone 3	Region 4 and 8
Zone 4	Region 7
Zone 5	Region 6 and 9
Zone 6	Region 10

# STATE OF MICHIGAN

Contract 240000000684

Moving Services and Moving Supplies - Statewide

## SCHEDULE F

Tote / Bin Example

Bins /Tote Specifications:

Bins/Tote measure 27" x 18" x 13" (LxWxH).

Bins are designed to be stacked four high on a single dolly.

Example of Bin/Tote Rentals:



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

