


**FACILITY
SERVICES**



**OTIS
ELEVATOR**

**STATEWIDE COOPERATIVE AGREEMENT
FOR
ELEVATOR MAINTENANCE,
REPAIR & REPLACEMENT**

TERM:	AWARD:	ERP:
12/4/2023 TO 12/3/2028	2024: \$6,960	NTE #316 
	2025: \$7,169	
	2026: \$7,384	
	2027: \$7,606	
	2028: \$7,834	
	HOURLY RATES:	
	STANDARD: \$250	
	HOLIDAY: \$500	
	AFTER-HOURS: \$500	
REVIEWED BY: DONALD KULHANEK - COHL, STOKER & TOSKEY, PC		

**DESTROY:
2035**

#2023-07-119

7/17/23

RESOLUTION

NO: 2023-07-119

LIVINGSTON COUNTY

DATE: July 17, 2023

Resolution Authorizing an Agreement with Otis Elevator Company to Provide Replacement, Maintenance, and Repair Services – Facility Services

WHEREAS, Livingston County has an ongoing need for elevator replacement, maintenance, and repair services; and

WHEREAS, Livingston County currently has four elevator systems with mandated maintenance services, and two of those elevators are planned for replacement under the County capital improvement plan; and

WHEREAS, Abiding by the County procurement process and utilizing CoPro+, an evaluation committee, composed of members from Facility Services, Emergency Medical Services, and Fiscal Services, evaluated 3 proposals from the public bid process; and

WHEREAS, the process resulted in a recommendation to award a contract with Otis Elevator Company of Lansing, Michigan; and

WHEREAS, the contract will support the County to perform elevator replacement, maintenance, and repair services on an as-needed basis for a five (5) year term continuing at the discretion of the county based on satisfactory performance; and

WHEREAS, funding for same has been allocated and approved as part of the 2023 Facility Services operating budget for repair and maintenance and as part of the Capital Improvement fund for replacement of two elevators.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with Otis Elevator Company located at 4500 Empire way, Lansing, MI 48917 to provide elevator replacement, maintenance, and repair services on an as-needed basis for a five (5) year term.

BE IT FURTHER RESOLVED that during each year the contract held with Otis Elevator Company is in effect the annual expenses for elevator replacement, maintenance, and repair services will not exceed the amount that has been budgeted and approved by the Livingston County Board of Commissioners for the year during which such expenses are incurred.

BE IT FURTHER RESOLVED that the chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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MOVED: D. Helzerman

SECONDED: R. Deaton

CARRIED: Yes (9): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0): None



Livingston County Facility Services

420 South Highlander Way
Howell, MI 48843
(517) 546-6491

TO: Livingston County Board of Commissioners

FROM: Kevin Eggleston, Facility Services

DATE: 6/28/2023

RE: Resolution Authorizing an Agreement with Otis Elevator Company to provide elevator replacement, maintenance, and repair services.

Facility Services has maintained a contract for elevator services for many years and has awarded the contract for these services to Otis Elevator Company since 2005.

This contract will ensure that state mandated inspections and certifications are completed sufficiently to protect anyone using the elevators. There are also many instances where Facility Services needs to contact an elevator service company for general troubleshooting, and repair.

There was an RFP for this contract put out for public bid in which 3 company's submitted proposals, and all bidders attended the mandatory site visit before submitting a proposal. All elevator locations were visited by interested vendors and were accompanied by representatives of Facility Services, Fiscal Services, and CoPro.

This RFP also included the opportunity for vendors to bid on the replacement of specific elevators which included the Historic Courthouse, and Administration equipment. A separate resolution following this will authorize the purchase of one budgeted elevator at the Historic Courthouse in 2023.

To the extent of my knowledge Facility Services has always had satisfactory service from Otis Elevator Company, and I feel comfortable continuing service with them.

Please let me know if you have any questions or concerns.



**Bid Recap
For
Elevator Replacement, Maintenance, and Repair Services**

Lead Public Agency: Livingston County
Solicitation: RFP-LC-23-09

RFP Issued & Publicly Posted: 5/8/2023
Public Posting: Livingston County Fiscal Services
Website and BidNet
Proposals Received: 3

RFP Proposals Due Date: 6/5/2023

Livingston County received three (3) proposals in response to the Request for Proposal (RFP) referenced above. Below is a recap of the bid evaluation.

The responses received from Great Lakes Elevator, Minnesota Elevator Inc., and Otis Elevator Company were within the timeframe outlined in the RFP.

The evaluation consisted of a review of the responses to the Request for Proposal Scope of Work. A review of the minimum requirements revealed that the vendors met the minimum mandatory requirements (Section 1.2) and confirmed their understanding of the Scope of Work (Sections 1.3 and 1.4). The vendors were determined to be responsive and responsible after a review of the answers to the Scope of Work sections and the information provided on the requisite forms.

The Evaluation Review Committee (ERC) consisted of three members. The ERC evaluated the proposals submitted by each vendor using the following scoring criteria:

- Proposal Responses (up to 50 points)
- Company Profile (up to 10 points)
- References (up to 10 points)
- Pricing Proposal (up to 30 points)

Based on this scoring criteria, the points awarded to each vendor were averaged and the results were as follows:

	Vendors		
	Great Lakes Elevator	Minnesota Elevator Inc.	Otis Elevator Co.
Proposal Responses	33.00	31.33	44.00
Company Profile	4.33	8.00	8.67
References	5.67	5.00	9.67
Pricing	18.67	13.00	24.67
Total	61.67	57.33	87.01

Based on the entire evaluation process, Otis Elevator Company provided a proposal that offered the best overall value to the county. It is recommended that a five-year contract be awarded to Otis Elevator Company for Elevator Replacement, Maintenance, and Repair Services. Otis Elevator Company will also be awarded a CoPro+ cooperative contract not to exceed five years.

Carol Jonckheere

From: Donald Kulhanek <dkulhanek@cstmlaw.com>
Sent: Thursday, November 9, 2023 1:20 PM
To: Carol Jonckheere
Cc: Kevin Eggleston; Krista Belcher; Nicole Moles
Subject: FACILITIES: OTIS Elevator - Elevator Replacement, Maintenance & Repair

Caol – Here is Otis, in clean and redline.

I'm also including the Acknowledgement they proposed, with your notes in blue and mine in red. This isn't intended to be forwarded to them but is rather an explanation for you of what I included and what I did not.

MLK if you have any questions, Don

Donald J. Kulhanek
Cohl, Stoker & Toskey, P.C.
dkulhanek@cstmlaw.com

This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary, attorney work-product or attorney-client privileged. If this information is received by anyone other than the named addressee(s), the recipient should immediately notify the sender by E-MAIL and by telephone (517-372-9000) and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). Thank you.

From: Donald Kulhanek
Sent: Wednesday, November 8, 2023 7:24 PM
To: Carol Jonckheere <CJonckheere@livgov.com>
Cc: Kevin Eggleston <KEggleston@livgov.com>; Krista Belcher <KBelcher@livgov.com>; Nicole Moles <nmoles@cstmlaw.com>
Subject: RE: FACILITIES: OTIS Elevator - Elevator Replacement, Maintenance & Repair

Okay, they really make this difficult, but I think this is what they are getting at Making me really think about this.

We think of WC as relief for the injured employee. In actuality, however, it is a method to provide immunity to the employer. When you are an employee, you cannot sue your employer for a work-related injury (except certain instances), and in return the employer has to pay you a fixed sum, with no pain and suffering and all those damages that lead to high awards. Its easy to forget, employers were the ones who demanded the WC system 70 years ago.

Don't know if it could be waived, never seen it come up before. I'm not inclined to include it. Its just muddy. They, like everyone else, are subject to the law, however it is written, and fuddling around with it is an unnecessary deep dive.

Will get this to you tomorrow. Don

Donald J. Kulhanek
Cohl, Stoker & Toskey, P.C.
dkulhanek@cstmlaw.com

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From: Carol Jonckheere <CJonckheere@livgov.com>
Sent: Wednesday, November 8, 2023 9:51 AM
To: Donald Kulhanek <dkulhanek@cstmlaw.com>
Cc: Kevin Eggleston <KEggleston@livgov.com>; Krista Belcher <KBelcher@livgov.com>; Nicole Moles <nmoles@cstmlaw.com>
Subject: FACILITIES: OTIS Elevator - Elevator Replacement, Maintenance & Repair

See MMRMA's responses below and our comments. And, again, thanks for your patience with this one!!! CSJ

From: Craig Manser <craigm@ibexins.com>
Sent: Wednesday, November 8, 2023 8:26 AM
To: Carol Jonckheere <CJonckheere@livgov.com>
Cc: Krista Belcher <KBelcher@livgov.com>; Kevin Eggleston <KEggleston@livgov.com>
Subject: [USE THIS ONE] FACILITIES: OTIS Elevator - Elevator Replacement, Maintenance & Repair

Good morning Carol,

Regarding your two additional items to review, **the builders risk should not be an issue at all**. The MMRMA will cover renovations or construction projects, but in the case of an elevator maintenance contract, I'm not sure how this coverage would even apply. **Fine to include**

As for the **WC IMMUNITY** statement on page 4, I'm not sure what they are getting at. You may want to talk with your legal counsel about this. **By law, they are required to carry Workers Compensation insurance and they cannot avoid this**. They do say in Article 13 that they will provide you with an insurance certificate, so I'm sure their policy will be referenced on that. **Taking MMRMA's response into consideration, we're still left with the fact that the below doesn't really make sense, does it? From your point of view? What "rights to immunity" could they be referring to? If you think there is some valid reason for wanting this language included, you can include it. Otherwise, just leave it out.**

WC IMMUNITY

Contractor does not waive its rights to immunity under worker's compensation, disability or employee benefits acts

I hope this helps and if there is anything else I can help with, please let me know. Have a nice day!

Craig

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OF COUNSEL
RICHARD D. McNULTY

August 10, 2023

Sent Via E-Mail

Carol Sue Jonckheere
Executive Assistant/Contract Administrator
Livingston County Administration
304 E. Grand River, Suite 202
Howell, MI 48843

Re: Otis Elevator Company Agreement for Elevator Replacement, Maintenance, and Repair Services on an As-Needed Basis

Dear Ms. Jonckheere:

Attached is an Agreement to be entered into between the County and Otis Elevator Company (Contractor) for elevator replacement, maintenance, and repair services on an as-needed basis. The compensation to be paid the Contractor under this Agreement is set forth in the Agreement's Exhibit B. The term of the Agreement commences on the date in which it is fully signed and continues for a five-year period.

The County Board of Commissioners authorized the attached Agreement in **Resolution No. 2023-07-119**. A copy of this Resolution has also been attached.

If the attached Agreement is satisfactory, you may after printing off copies, proceed to obtain the signatures necessary for their execution. While obtaining the necessary signatures, ensure that the parties signing insert the date in the spaces provided in the introductory paragraph and on the signature pages. Please e-mail a fully signed copy of the Agreement to my assistant Nicole Moles at nmoles@cstmlaw.com for insertion into our electronic file.

If you have any questions with regard to the attached Agreement, do not hesitate to contact me.

Sincerely,

COHL, STOKER & TOSKEY, P.C.

/s/Courtney A. Gabbara

CAG/nam

Enclosure

N:\Client\Livingston\Purchasing\Correspondence\Jonckheere\Ltr re Agr w Otis Elevator for Maintenance Svcs on an As-Needed Basis.docx



STATEWIDE COOPERATIVE AGREEMENT

FOR

ELEVATOR REPLACEMENT, MAINTENANCE, AND REPAIR SERVICES

TERM: 2023-2028

STATEWIDE COOPERATIVE AGREEMENT
FOR
ELEVATOR REPLACEMENT, MAINTENANCE, AND REPAIR SERVICES

THIS STATEWIDE COOPERATIVE AGREEMENT FOR ELEVATOR REPLACEMENT, MAINTENANCE, AND REPAIR SERVICES (hereinafter referred to as the “Agreement”) is made and entered into by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), acting on behalf of the **LIVINGSTON COUNTY FISCAL SERVICES DEPARTMENT**, with offices at 304 E. Grand River Ave., Suite 203/204 Howell, Michigan 48843 (hereinafter referred to as the “Department”), and **OTIS ELEVATOR COMPANY**, with offices at 4500 Empire Way, Lansing, Michigan 48917 (hereinafter referred to as the “Contractor”).

RECITALS:

WHEREAS, the County requires the services of a qualified contractor able to provide services to the Department for a period of five (5) years continuing at the discretion of the County based on satisfactory performance; and

WHEREAS, the County is hosting the Statewide Cooperative Contract through the Michigan Association of Counties CoPro+ in an effort to market and extend the contracted services to other government municipalities and school districts throughout the State of Michigan, enabling public municipalities and schools to “piggyback” and purchase elevator replacement, maintenance, and repair services through this competitive process; and

WHEREAS, the County has requested proposals from qualified contractors to provide the services it requires in Request for Proposals, RFP-LC-23-09 Elevator Replacement, Maintenance, and Repair Services (hereinafter referred to as the “RFP”); and

WHEREAS, the Contractor has submitted a proposal to the County to provide for replacement, maintenance, and repair services for the County’s four (4) elevators, for which any service shall be referred to as “Project” and each individual site of service shall be hereinafter referred to as “Work Site.”

WHEREAS, the County accepts the Contractor’s proposal subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. **Agreement Period; Termination.** The term of this Agreement shall go into effect on the date in which it has been **fully signed** by the authorized representatives of both parties (hereinafter referred to as the “Effective Date”) and shall continue for a period of **five (5) years** at which time this Agreement shall terminate, unless extended by the County as authorized in this section.

It is expressly understood and agreed by the parties hereto that the County shall have the option to extend the term of this Agreement at the discretion of the County based on satisfactory performance.

This option may be exercised by the County's delivery of written notice to the Contractor of its intention to extend the term of the Agreement prior to the end of the initial or renewal term. If such notice is not given, this Agreement shall terminate at the end of the then-current term.

Notwithstanding any other provision in this Agreement to the contrary, either party to this Agreement may terminate this Agreement prior to the termination date set forth herein if notice is given in writing at least sixty (60) calendar days prior to the date upon which such termination becomes effective.

2. Services to be Provided by the Contractor. The Contractor shall provide and pay for all labor, tools, debris removal, equipment, parts, disposal, machinery, materials, water, heat, utilities, installation, transportation and other facilities and services, and obtain all necessary building permits required for the Project. The scope of the Project includes, but is not limited to, the proper preparation of all surfaces and following all manufacturers guidelines to conform to the requirements to engage the manufacturer's warranty covering the elevators. The Contractor must maintain four (4) elevator systems, removing and replacing two (2) of those elevators. The work to be performed and materials to be provided by the Contractor shall be as required in **Section 1.3 SCOPE OF WORK**, pages 4-10, of the RFP. The RFP's Section 1.3 is attached to this Agreement labeled **Exhibit A**. The attached **Exhibit A** is incorporated by reference into this Agreement and is made a part thereof.

The Contractor, by submission of its June 5, 2023 proposal (hereinafter referred to as the "Proposal") and execution of this Agreement, acknowledges it has thoroughly examined the Work Site and has received and reviewed the Project's RFP and Scope of Work, and agrees to comply with and be bound by all requirements thereof. The Contractor guarantees its performance of the services required under this Agreement, and shall submit to the personal inspection of such services by the County, and by such other representative or agent as may be designated by the County. The Proposal is hereby incorporated by reference into this Agreement and made a part hereof. In the event of a conflict between the provisions in the Agreement, the Exhibits, and the Proposal, the County shall determine which shall take precedence and prevail.

Contractor is not required to:

- alter, update, modernize or install new attachments to any units, whether or not recommended or directed by insurance companies or governmental authorities;
- conduct any tests other than those expressly provided for in the Contract;
- make any replacements with parts of a different design or type;
- make any changes to the existing design of the equipment;
- make any repairs or replacements necessitated by failures or due to tests required by authorities;
- make any replacement, renewal, or repair necessitated by an obsolete or discontinued part.

Contractor is not responsible for:

- car enclosures (including but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, when affected by building compression or shifting hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, buried piping, escalator balustrades, lighting and wedge guards;
- for computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system, telephones, intercoms, heat or smoke sensors or communications or safety signaling equipment not installed by Contractor;

- instructions or warnings in connection with use by passengers.

No Work or service other than that specifically mentioned is included or intended.

It is agreed that Contractor does not take possession of the elevator or escalator units and that such units remain yours solely either as owner, or as operator, lessee, or agent of owner or lessee.

County shall not have the right to take possession of Contractor's tools, machinery or equipment unless County has paid in full for such materials and Contractor has expressly agreed to the sale of such materials in writing.

3. Statewide Cooperative Contract. The Contractor shall cooperate with the Michigan Association of Counties CoPro+ program, and other governmental entities, to market and extend this Agreement to other municipalities and educational entities throughout the State of Michigan, enabling other government municipalities and educational entities throughout the State of Michigan to purchase the Contractor's products and services from this competitively awarded Agreement. **All pricing submitted to the County and its participating entities shall include a 2% administrative/remittance fee to be remitted to CoPro+ by the Contractor on a quarterly basis. Administrative/remittance fees will be paid against actual sales volume for each quarter. It is the Contractor's responsibility to keep all pricing up to date and on file with the County and CoPro+. All price changes shall be presented to the County in writing for acceptance, using the same format as was accepted in the Contractor's Proposal (defined below).**

Requests for services will be initiated by participating entities as specific needs arise. Participating entities will issue individual Purchase Orders or written agreement with change orders, and the Contractor shall respond directly to the requesting participating entity within the timeframe specified in the individual Purchase Order.

4. Compensation and Invoicing. During each year this Agreement is in effect, the annual expenses for any Project shall not exceed the amount that has been budgeted and approved by the County for the year during which such expenses are incurred in accordance with the Contractor's Pricing Proposal, attached as **Exhibit B**. The Contractor shall submit detailed invoices via email within thirty (30) days from the completion of the Scope of Work or prior to renewal. Each bill shall be issued no later than the fifth day of each month, and set forth the services provided, the date provided, the charge therefore, and the total sum due and owing. Invoices shall be submitted via email to the address as the County may require upon notice to the Contractor. The County shall pay the invoices received from the Contractor in accordance with the County's procedure for payment of Accounts Payable. In the event the Agreement is terminated prematurely for any reasons, the Contractor will be compensated for completed services only as deemed completed by the County's designated appointee and required by this Agreement.

5. Workmanship; Inspection of Work. All work done by the Contractor under this Agreement shall be performed in a skillful and workmanlike manner, and according to applicable local and State of Michigan codes. Additionally, the Contractor shall ensure that, in the event of major rehabilitation and/or replacement of an elevator, all reasonably foreseeable changes to said codes are satisfied with regard to knowable future code implementations announced by any authority having jurisdiction. The Contractor shall only employ persons who are skilled in the work to be performed. The County may in upon demonstrated good cause require the Contractor to remove any worker from the Project that the County deems incompetent or careless.

The County shall designate such individual or individuals it may desire to act as its representative(s) in the inspection of work done by the Contractor under this Agreement (hereinafter referred to as the "inspector(s)"). The inspector(s) shall periodically inspect the work done by the

Contractor under this Agreement to ensure that such work is in accordance with the Project's requirements set forth in this Agreement.

The inspections to be conducted by the inspector(s) shall include, but not be limited to, inspection of the work completed by the Contractor upon notification from the Contractor of having substantially completed the Project and on completion of all items on the final punch list, but prior to the Contractor receiving compensation as set forth in Section 4 of this Agreement. In the event the inspector(s) discovers that any of the work is not in compliance with the requirements of this Agreement, and applicable Federal, State, or local laws, ordinances, rules, regulations, and codes, or is otherwise defective, he/she/they shall deliver to the County and the Contractor written notification of such defects or failure to comply with this Agreement. The County may, without any additional cost to the County unless otherwise agreed to in writing, require the Contractor to correct such defects within a commercially reasonable time, deviations from, or non-compliance with the requirements of this Agreement, or the requirements of applicable Federal, State, or local laws, ordinances, rules, regulations, and codes prior to compensating the Contractor under this Agreement.

Any inspection(s) by the County, as authorized by this Section 5 shall not relieve the Contractor from any responsibility regarding defects or other failures to meet the requirements of this Agreement.

6. Correction of Work.

- A. Neither final payment of the Contractor nor any provision of this Agreement shall relieve the Contractor of responsibility for defects in workmanship or faulty materials. The Contractor shall correct any defects due to faulty work or materials and pay for the damage to other work resulting therefrom, which appear within one (1) year from the date of completion of the Project and the County's acceptance thereof and final payment therefor. The County shall notify the Contractor of observed defects with reasonable promptness. The Contractor shall bear all costs of correcting such defective work and/or materials.
- B. If the Contractor fails to correct defective work or materials as required by this section, within thirty (30) calendar days of receipt of written notice from the County, the County may correct such work. The Contractor shall reimburse the County for the costs incurred by the County in correcting such defective work or materials. Such reimbursement shall be paid to the County in full within thirty (30) calendar days of the Contractor's receipt of the County invoice for such costs.
- C. The requirements of this Section shall be construed as being in addition to, not a replacement of, any applicable manufacturer warranties and the installation guarantee required in this Agreement. Such manufacturer warranties and guarantees shall not be limited by this Section and shall remain in full force and effect after the first year following completion of this Agreement.
- D. Contractor warranty is limited to the repair or replacement, at Contractor's discretion, of defective materials and the correction of defective workmanship furnished by Contractor within a reasonable time for defects that are reported to Contractor during the term of the Contract provided all payments due under the terms of the Contract have been made in full. This warranty excludes ordinary wear and tear and any damage due to Causes Beyond Contractor's Reasonable Control. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This does not limit original manufacturer warranties.

7. Cleaning Up. The Contractor and its subcontractors shall at all times keep the Work Site and surrounding area free from accumulation of waste material or rubbish caused by its operations. At the end of each day that the Contractor performs work on the Project, the Contractor shall remove all the Project's waste material and rubbish from and about the Work Site, as well as its tools, equipment, and machinery.

If the Contractor fails to clean up at the Work Site and surrounding area as required by this Agreement, the County may do so and the cost thereof shall be charged to the Contractor. The Contractor shall reimburse the County for the cleanup costs it incurs within thirty (30) calendar days of receipt of the County's bill setting forth such costs and the total sum due.

8. Protection of Persons and Property.

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work it is to render under this Agreement.
- B. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
 - 1. All its and the County's employees at the Work Site and all other persons who may be affected thereby.
 - 2. All the labor and all materials and equipment to be incorporated into the Project, whether in storage on or off the Work Site, under the care, custody, or control of the Contractor or any of its subcontractors or sub-subcontractors.
 - 3. Other property at the Work Site or adjacent thereto, including, but not limited to, all interior and exterior fixtures and furnishings of the Work Site, trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the Project.
- C. The Contractor shall promptly remedy all injury, damage, or loss to any property caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by either of them, and for which the Contractor is responsible under subsection B of this section.
- D. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
- E. The Contractor shall erect and maintain, as required by existing conditions and progress of the Project, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.
- F. Under no circumstances shall tools of any kind or materials being used on the Project be left unattended.
- G. If the work to be performed under this Agreement requires use of any product which contains any ingredient that could be hazardous or injurious to a person's health, the Contractor shall submit a Safety Data Sheet to the County prior to the commencement of work.
- H. Contractor will not be responsible for any damage to property, materials or equipment to the extent caused by the County or by anyone for whom the County is responsible.

- I. County agrees to provide Contractor with unrestricted ready and safe access to all areas in which any Work is performed and to keep all machine rooms and pit areas free from water, stored materials and excessive debris, waste, or hazardous materials.
- J. In the interest of safety, County will not allow others to do any alternations, additions, adjustments, or repairs to the equipment that is being maintained by Contractor during the term of the Contract. To the extent that County intends to have others furnish labor, services, or materials that are outside the scope of Work that Contractor is providing to County pursuant to the Contract, prior to any such out of scope work by others, County shall give Contractor reasonable prior notice, in writing, of any such intended out of scope work. If any out of scope work performed by others renders any equipment or area, in Contractor's opinion, unsafe (hereinafter, an "Unsafe Condition") then County agrees that Contractor is excused, without default or penalty against Contractor, from having to continue to provide Work to the affected equipment or area until such Unsafe Condition is corrected at no cost to Contractor.
- K. County agrees to reasonably notify Contractor if County is aware or becomes aware of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Contractor's personnel are or may be required to perform services. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous material from the building, County may elect to conduct abatement, encapsulation or removal activities, and any governmental reporting, and in such event, Contractor shall be entitled to (i) delay its Work until it is determined to Contractor's satisfaction that no hazard exists and (ii) compensation for delays encountered. Contractor is not responsible for such abatement, encapsulation, removal, or reporting, except where reporting may be required by law.

9. Tax Exempt Status. The Contractor agrees and understands that the County is exempt from Federal Excise and State Sales Tax. The County shall not pay any tax from which it is exempt. The Contractor agrees and understands it is required to pay all applicable taxes lawfully assessed in connection with its performance of this Agreement.

10. Gifts and Gratuities. The Contractor understands and agrees that Elected Officials, Department Heads, and/or County Employees will not be offered or entitled to earn or receive personal gifts, gratuities, credits, or other benefits of economic value by reason of their official business.

11. Advertising. The Contractor shall not advertise, issue a press release, or otherwise publish information concerning this RFP or Agreement without prior written consent from the County. The County shall not unreasonably withhold permission.

12. Conflicts of Interest. By its entry into this Agreement, the Contractor certifies to the County that it does not and shall not have, during this Agreement's term or any renewal thereof, any interest which would conflict with the performance of the services required by this Agreement. It is understood and agreed that in the performance of the services required by this Agreement, except where permitted by laws of the State of Michigan, no officer, agent, or employee of the County, or a member of the County's Board of Commissioners may participate in any decision relating to this Agreement which affects their interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested or have any personal or pecuniary interest.

13. Insurance. The Contractor, or any of its subcontractors, shall not commence work under this Agreement until they have obtained the insurance coverages required in this section and shall

maintain said insurance as long as this Agreement remains in effect. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance companies acceptable to the County that have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent). The insurance requirements set forth in this section shall not be interpreted to limit the liability of the Contractor. Coverage Limits may be achieved through a combination of underlying and excess policies. Coverage will be on an occurrence basis. Coverage Limits may be achieved through a combination of underlying and excess policies. Umbrella limits, if any, will be on a stand-alone, not follow-form basis. Renewal certificates will be provided during the term of the Contract. All deductibles and self-insured retentions (SIRs) shall be the responsibility of the Contractor. The insurance coverages required by this Agreement include the following:

- A. Worker's Compensation Insurance: including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
- B. Commercial General Liability Insurance: on an "Occurrence Basis" with limits of liability \$1,000,000.00 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent, and (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable. In lieu of including parties as an additional insured, such parties shall be named on a separate Owner's and Contractor's Protective Liability Policy (OCP) with limits of \$2,000,000, at Contractor's expense.
- C. Automobile Liability Insurance: including Michigan No-Fault Coverage, with limits of liability of \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. Professional Liability Insurance: The Contractor shall procure and maintain during the life of this Agreement Professional Liability Insurance in an amount \$1,000,000.00 per occurrence and aggregate.
- E. Additional Insured: Automobile Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": Livingston County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Livingston County as additional insured, coverage afforded is considered to be primary and any other insurance Livingston County may have in effect shall be considered secondary and/or excess.
- F. Cancellation Notice: All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days, ten (10) days for non-payment of premium, advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Livingston County, Attn: Livingston County Fiscal Services-Procurement Division, 304 E. Grand River Ave., Suite 204, Howell, MI 48843."
- G. Proof of Insurance: Contractor will supply an insurance certificate evidencing the insurance carried by Contractor conditioned on the understanding that it represents full compliance with all insurance requirements applying to Contractor under the Contract and for the Work.

If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to the County at least ten (10) days prior to the expiration date.

The required Certificate of Liability Insurance and endorsements must be submitted to the Livingston County Fiscal Services-Procurement Division when this Agreement is fully executed by the

representatives of both parties. The Insurance Certificate and endorsements may be faxed or emailed to (517) 546-7266 or fs-procurement@livgov.com.

County shall maintain "Builder's Risk" insurance upon the full value of our work and material delivered to the site, at no cost to Contractor.

14. Indemnification and Hold Harmless. The Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County, its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions, or negligence of the Contractor or any of the Contractor's employees, servants, agents, or subcontractors that may arise out of this Agreement.

The Contractor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this Agreement.

The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs, and expenses which are in excess of the sum of damages, costs, and expenses which are paid on behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement. Under no circumstances shall either party be liable for special, indirect, consequential or liquidated damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property. This limitation of liability also applies to indemnity of third-party claims.

15. Equal Employment Opportunity; Nondiscrimination. The Contractor shall adhere to all applicable Federal, State, and local laws, ordinances, rules and regulations prohibiting discrimination regarding employees and applicants for employment which include, but is not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

The Contractor and its subcontractors, as required by law, shall not 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, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Breach of this section shall be regarded as a material breach of this Agreement.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status, and religion.

16. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the County, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

17. Compliance with the Law. In providing the products and performing the services to be conducted under this Agreement, the Contractor and all its employees and subcontractors shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations, including, but not limited to, meeting all applicable licensing requirements.

18. Independent Contractor. It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor, its subcontractors, and any employees of the Contractor or a subcontractor shall in no way be deemed to be and shall not hold themselves out as an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor shall be responsible for paying any vendors providing supplies which the Contractor utilizes in the performance of services under this Agreement. The Contractor shall also be responsible for paying any compensation due any persons in its employ or subcontractors for work performed under this Agreement and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments.

19. Waivers. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

20. Iran-Linked Business. The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO (2) TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

21. Amendments. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the authorized representatives of both the County and the Contractor.

22. Subcontracting and Assignment. This Agreement shall not be subcontracted, or any part thereof assigned, without the express written approval of the County Procurement Coordinator. In no case, however, shall such approval relieve the Contractor from their obligations or change the terms of this Agreement. The Contractor shall not transfer or assign any Agreement funds or claims due or to

become due without the advance written approval of the County Procurement Coordinator. The unauthorized transfer or assignment of the Agreement, in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void. The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of this Agreement. All such persons shall be subject to the prior written approval of the County.

23. Contracting with Others. It is expressly understood and agreed that the County and the Contractor are free to contract at any time with others to perform services similar to those to be provided under this Agreement.

24. Disregarding Titles. The titles of the sections set forth in this Agreement are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

25. Complete Agreement. This Agreement and the attached Exhibits contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

26. Binding Effect of the Agreement. The covenants and conditions of this Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors, and assigns of the parties hereto.

27. Invalid/Unenforceable Provisions. If any provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that provision shall be null and void, and shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid/unenforceable provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

28. Software. Contractor shall exclusively own all intellectual property rights, title, and interest in (i) all Contractor's goods, services, and software, as well as any and all intellectual property conceived and/or developed by Contractor in the course of its Work for County. The County agrees to keep any Contractor software resident in the Contractor's goods or services in confidence as a trade secret for Contractor and will not permit others to examine, copy, disclose, disassemble, modify, or reverse engineer Contractor's equipment, services or software for any purpose whatsoever. Contractor hereby grants to County a limited, non-exclusive right and license to use Contractor's intellectual property as embodied in Contractor's goods, services, and software exclusively in connection with and at the physical location where such goods, services, or software are delivered under the Contract. Use of such software for any other purpose is prohibited. Contractor's Work for Hire provision(s), if any, shall apply only to the extent the information, services, goods, or other items referenced in such provision(s) are specifically developed by Contractor solely for County's exclusive use only (and no other customer of Contractor) and County was expressly contemplated to be the exclusive owner of such information under a separate written agreement.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Contractor Peripherals") which Contractor may use or install to deliver service under the Contract remains Contractor's property, solely for the use of Contractor's employees. Contractor Peripherals are not considered as part of the equipment. If the Contract is

terminated for any reason, Contractor shall be given access to the premises to remove the Contractor Peripherals at Contractor's expense. Contractor shall only be required to follow its own cyber security policies and procedures.

29. Confidentiality. To the extent that a party receives ("Receiving Party") any non-public data, information and other materials from the other party ("Disclosing Party") that is disclosed pursuant to the Contract (hereinafter "Confidential Information"), the Receiving Party shall not with respect to such Confidential Information (1) disclose the Confidential Information to any third party, (2) use the Confidential Information for its own benefit, or (3) use the Confidential Information for the benefit of others. Each party shall safeguard any Confidential Information received pursuant to the Contract using at least the level of care that it uses to protect its own confidential information, but in no case shall it use less than reasonable care. Neither party shall have an obligation of confidentiality with respect to any Confidential Information which: (i) was already known to the Receiving Party prior to acquisition from, or disclosure by the Disclosing Party; (ii) is received without restriction as to disclosure by Receiving Party from a third party having the right to disclose it; (iii) is approved for release by written authorization from the Disclosing Party; or (iv) is or becomes publicly known without fault of the Receiving Party. The Disclosing Party may at its sole discretion request the return and/or deletion of any Confidential Information provided to the Receiving Party, and the Receiving Party shall immediately delete and/or return such Confidential Information and certify in writing its compliance with the request. The Receiving Party shall not reverse engineer, reverse assemble, or decompile Confidential Information. Confidential Information may be disclosed to (i) contract workers, consultants and agents of the Receiving Party or (ii) the owner of the subject equipment at the subject premises who have a need to know for the benefit of Contractor and who have executed agreements with the Receiving Party obligating them to treat such information in a manner consistent with the terms of the Contract. Contractor understands and acknowledges that the County is a public entity subject to State transparency laws, including freedom of information and open meetings acts, MCL 15.231 and 15.261, et seq, respectively. Notwithstanding anything to the contrary within this agreement, nothing herein shall prohibit the County from complying with, or render it liable for, complying with transparency laws.


30. Third Party Vendors. Contractor shall not be required to comply with requirements from third party vendors of any kind including without limitation insurance compliance vendors nor shall Contractor be responsible for any costs associated with same.

31. Force Majure. Contractor shall not be liable for any loss, damage or delay nor be found to be in default or breach due to any cause beyond it's reasonable control including, but not limited to, acts of God or nature; fire; explosion; theft; floods; water; weather; traffic conditions; transportation, material or labor disruptions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; cyber-security; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively "Causes Beyond Contractor's Reasonable Control"). Contractor shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Contractor's Reasonable Control.

32. Certification of Authority to Sign Agreement. The persons signing on behalf of the parties to this Agreement hereby certify by their signatures that they are duly authorized to sign this Agreement on behalf of the parties and that this Agreement has been authorized by the parties.


THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS STATEWIDE COOPERATIVE AGREEMENT IN THE SPACES AND ON THE DATES SET FORTH BELOW.

COUNTY OF LIVINGSTON

BY: 
DAVID J. DOMAS - CHAIRMAN
COUNTY BOARD OF COMMISSIONERS

Dated: 12/4/2023

OTIS ELEVATOR COMPANY

BY: 
(Signature)

Name: Joel Leong
(Print or Type)

Title: Regional Sales Manager
(Print or Type)

Dated: 12/4/2023

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
BY: DONALD J. KULHANEK 11/9/2032

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Section 1.0: Bidder Responses to Scope of Services

1.1 Introduction

Livingston County is requesting proposals from qualified and experienced companies to provide Elevator Replacement, Maintenance, and Repair services to several county buildings located in Howell, Michigan.

Livingston County has four elevators located at the County Historical Courthouse, County Administration Building, and John R. La Belle Public Safety Complex that are mandated by the State of Michigan to be maintained with a preventative maintenance and inspection program.

Services to be performed by the contractor include elevator replacement, maintenance, and repair services at the County Historical Courthouse and County Administration Building. The John R. La Belle Public Safety Complex has two elevators that will require maintenance and repair services.

1.2 Minimum Mandatory Requirements

All Bids will be reviewed for compliance with the mandatory requirements. Bids deemed non-responsive will be eliminated from further consideration.

- Vendor must be organized for the purpose of providing elevator replacement, maintenance, and repair services and must demonstrate a minimum of five (5) years' previous elevator replacement, maintenance, and repair experience, within the last seven (7) years, with proven effectiveness in administering elevator replacement, maintenance, and repair service programs equivalent or similar to the services being requested by Livingston County.
- Vendor shall provide three (3) references in Section 2.2 that verify the Minimum Mandatory requirement of providing elevator replacement, maintenance, and repair services programs.
- Vendor must have a proven ability to provide supplies, materials, equipment, and labor for elevator replacement, maintenance, and repair service programs.
- Vendor must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.
- Vendor must have the central office capability to supervise and monitor the program ensuring satisfactory provision of services and maintenance.

1.3 Scope of Work

The work to be performed by the Contractor consists of the following: Furnishing all supplies, materials, labor, supervision, tools, and equipment necessary to provide elevator replacement, preventive maintenance, and repair services, including inspections, adjustments, tests, and replacement of parts as herein specified for the complete elevator systems located in the following County buildings:

	Location	Description	Number of Stops	Work to be Performed
1	Historical Courthouse 200 East Grand River Ave, Howell, MI	1 - Dover - Passenger, Hydraulic w/ Rear & Front Doors ID 17703	Four (4)	Elevator Replacement, Maintenance, and Repair
2	Administration Building 304 East Grand River Ave, Howell, MI	1 - Montgomery – Passenger, Hydraulic Twinpost ID 23774	Two (2)	Elevator Replacement, Maintenance, and Repair

3	John R. La Belle Public Safety Complex 1911 Tooley Road, Howell, MI	2 - Hydraulic Elevators State ID #'s 55280 and 55281	Three (3)	Maintenance and Repair
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1.3.1 INSTALLATION:

Livingston County is seeking to replace the elevators located at 200 East Grand River Avenue and 304 East Grand River Avenue, Howell, MI. The elevators are to be replaced with completely modernized elevators and all new equipment.

The Contractor shall submit a detailed proposal outlining its recommendations, timeline, and all costs involved in completing an elevator replacement for both locations.

This list includes, but is not limited to, items the scope of work shall address:

- a. Cab;
- b. Car sling components;
- c. Curtain of lights;
- d. Door operator;
- e. Modular elevator control and electrical systems;
- f. New gear machine;
- g. Hoist motor;
- h. Guide;
- i. Governor;
- j. Hoist ropes;
- k. Rope gripper;
- l. Counterweight;
- m. Buffer;
- n. Signalization;
- o. Governor ropes; and
- p. Layout drawing of machine room

Car door clutch locking, hatch door closer, drive and interlock, machine room duct removal and rewiring to a new size, load weigh device, voice annunciator.

New geared machine, new hoist motor and all other items that are required.

All wiring and electrical interconnections shall comply with current codes.

The new elevator must meet all County and State elevator codes including ADA and OSHA.

The Contractor shall furnish all licenses and permits and shall arrange to be present at all inspections and tests at the completion of the project.

Warranty

Livingston County will work with the selected vendor to choose a warranty from one of the below options, please price as listed.

Warranty (Option 1)

The awarded vendor shall cover defective material, and workmanship.

The guarantee period shall be for a period of one (1) year from the date of completion.

Warranty (Option 2)

The awarded vendor shall cover defective material, and workmanship.

The guarantee period shall be for a period of three (3) years from the date of completion.

Warranty (Option 3)

The awarded vendor shall cover defective material, and workmanship.

The guarantee period shall be for a period of five (5) years from the date of completion.

Elevator Contractor Site Survey: It will be the vendor's responsibility to review and survey the site for all the details of the elevator modernization or new installation. Vendors must ensure that the product they are representing meets or exceeds the specification requirements. Review the existing structural, electrical, and mechanical provisions to ensure the product will accommodate the contractors' equipment requirements.

In addition, prior to commencing elevator installation, the vendor shall examine hoistways, hoistway openings, pits, and machine rooms, as constructed; verify all critical dimensions; and examine all other conditions under which elevator work is to be installed. The vendor shall notify Livingston County in writing of any dimensional discrepancies or other conditions detrimental to the proper installation or performance of elevator work. The vendor shall not proceed until unsatisfactory conditions have been corrected in a manner acceptable to Livingston County and the vendor.

1.3.2 MAINTENANCE AND REPAIR:

Please refer to Attachment A for Scope of Work and Elevator Specifications for Maintenance and Repair. Failure to provide Livingston County with the documentation requested in this attachment will be deemed non-responsive and eliminated from further consideration.

METHOD OF PERFORMING WORK: A state licensed Elevator Journeymen directly employed and supervised by the Contractor shall perform all work. The Contractor's personnel who maintain the elevators shall have adequate experience in the maintenance of their particular type of elevator system. The Contractor shall furnish proof of qualification to the satisfaction of the County.

EXTENT OF WORK: The work described under the following paragraphs shall be performed by the Contractor, and unless otherwise specified, applies to all parts of the equipment complete and in its entirety of the above listed elevator systems, including but not limited to: All machines, motors, motor generators, controllers, governors, sheaves, selectors, worms, gears, thrusts, bearings, brake magnet coils, brake shoes, brushes, windings, commentators, rotating elements, contracts, oil buffers, coil resistors, hydraulic pumps and valves, seals and packings, fuses for operating circuits and for motor circuits, magnet frames, cams, car door and hoistway door hangers, tracks and guides, car and counterweight guide rails, door operating devices, interlocks and contacts, pushbuttons, traveling cables, electronic tubes, hall lanterns and indicators, all wire ropes and cables, shackle springs, bulb replacements in signal systems, programmers, electronic control systems and all other elevator signal and accessory equipment including power cables, all fan and ventilating equipment for elevator cars and elevator lighting fixtures.

The maintenance under this Agreement shall provide a constant high-quality service to properly protect all elevator equipment from deterioration and to provide constant peak performance of all elevators, resulting in a minimum of down time for any portion of the system.

Frequency of regularly scheduled inspections shall not be less than semimonthly for passenger elevators.

1. The Contractor shall make regularly scheduled inspections and adjustments to the elevator system in accordance with the manufacturer's recommendations. The Contractor shall provide a check chart for logging of maintenance actions on such charts as the need arises during this Agreement and made available to the Livingston County Building Services Director on a quarterly basis.

The Contractor shall maintain a proper check chart for each elevator to reflect the scheduled items of maintenance and properly initial and date the chart to indicate the work has been accomplished.

2. The Contractor shall carry out regular inspections of each elevator's automatic control system. The inspection shall include lubrication of hinge pins as required, checking the alignment of the switches, inspecting all condensers, resistors, tubes, grids, and other circuitry. Oil in the overload relays, and the settings and operation of the overload protectors shall also be checked. A blower must be used to clean the automatic control system.

3. The Contractor must have available in inventory, or available within a reasonable length of time from a parts supplier, a sufficient supply of emergency parts for the repair of the elevators covered by this Agreement.

All replacement parts shall be specifically designed for the elevators on which they are to be used. The Contractor shall provide for replacement parts from the original manufacturer of the elevator system or suppliers of such original manufacturer's parts except as an alternative to supplying original manufacturer's parts, new supply parts may be utilized that have demonstrated commercial acceptability. In the event the Contractor purchases any replacement parts from other sources than the original manufacturer of the elevator system or their suppliers, the Contractor shall first submit a list of such parts with sufficient substantiation of commercial acceptance on the same make of elevators and obtain written approval from the Livingston County Building Services Director.

4. The Contractor shall be responsible for repairing and/or replacing all electrical wiring and conductors extending from the elevator system to the disconnect in machine room.

5. The Contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust properly painted and presentable at all times. The motor windings shall be painted as needed, with proper insulation compound that has been approved by the motor manufacturer. Cleaning and refinishing of the exterior of hoistway doors and frames are excluded from this Agreement. The Contractor shall maintain hoistways, and pits, and assigned elevator contractor workspace in a clean, orderly condition free of dirt, dust, and debris. The Contractor shall endeavor to keep pits and machine spaces dry at all times. It is understood and agreed that the Contractor cannot guarantee that underground water will not enter the pit area. Water or other such liquids are not within the Contractor's control and the Contractor shall not be responsible for the cost of its removal.

6. Regular examinations and repairs in connection with this Agreement shall be performed during regular working hours of regular working days. Emergency minor adjustment call back service shall be

provided on a 24-hour, 7-day per week basis. No reimbursement for mileage will be allowed for regular or emergency service.

If repair work at overtime is required and ordered on other than emergency calls, the Contractor shall be responsible for the payment of its personnel at regular work rates based upon the cost of one (1) technician; cost for use of more than one technician to effect any repair shall be absorbed by the Contractor, unless prior written authorization is received from the Livingston County Building Services Director. Livingston County will not absorb this cost unless overtime is authorized in advance.

7. The Contractor shall not be required by this Agreement to make renewals or repairs necessitated by proved negligence or misuse of the equipment by persons other than the Contractor, its representatives and employees, or by reason of any other proved cause beyond the control of the Contractor, except ordinary wear and tear. The Contractor shall not be required under this Agreement to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or other government authorities.

8. No charges shall be assessed to Livingston County for any examination, adjustment, repair, or replacement that may occur due to normal wear and tear during the period in which this Agreement is in effect. Forty-five (45) days prior to the expiration of this Agreement, a thorough inspection shall be made of all elevator equipment to determine its condition and whether it is performing properly and at its highest peak of efficiency. Any defects found, or replacement required including replacement of any parts not in accordance with paragraph No. 3 preceding, as a result of this inspection shall be corrected by the Contractor at its expense prior to the termination of this Agreement.

9. The County reserves the right to make inspections and tests as and when deemed advisable, to ascertain that the requirements of the specifications are being fulfilled. Should it be found that the requirements and standards herein specified are not being satisfactorily maintained, the County may immediately demand that the Contractor, at the Contractor's expense, place the elevators in condition to meet these requirements.

There shall be minimum one (1) inspection made annually during the period this Agreement is in effect carried out by representatives of both parties. These shall be at times mutually agreed upon except that the last one shall be held approximately forty-five (45) days prior to the termination of this Agreement.

10. The Contractor shall maintain, at all times, the standard of efficiency, safety, capacity, and speed of the elevators as designed and installed by the manufacturer, including acceleration, retardation, contact speed and feet per minute, with full load, floor-to-floor time and door-opening and closing time. It is the intent that interrupted elevator service and depreciation shall be kept to an absolute minimum through an adequate maintenance program and by completely replacing all worn parts with genuine, identical parts before failure of these parts occurs.

11. The Contractor must own or have available at all times for immediate use a complete set of pertinent elevator maintenance and repair tools and instruments.

12. The Contractor shall perform full load tests at the beginning of the Agreement period, and thereafter, in 3-year intervals on all safety devices and governors, all full speed test of safety mechanism, overhead speed governors, car and counterweight buffers. The car balance will be checked and the governor set. If required, the governor will be re-calibrated and sealed for proper tripping speed. The Contractor shall test all safety devices and governors and conduct annual no load tests, after initial full load tests, and shall provide a report on all safety devices that are tested once

each year. The report must show test dates and conditions of the safety devices. Hydraulic test is required annually on hydraulic elevators and the cost shall be included in the compensation agreed upon in this Agreement.

13. The Contractor shall respond to a call from the County within two (2) hours after the initial call. Regular time charges are to be defined as any time between the hours of 8:00 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday with the exception of Holidays. Holidays are defined as the following days:

- New Year's Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

Overtime will be defined as any other time not specified above.

During overtime and holiday hours, the Contractor shall perform the minimum necessary to place the elevator back into service. The repairs may be of a temporary nature if permanent parts cannot be obtained until regular hours but must always be in compliance with all State Laws.

14. All County purchases require a MATERIAL SAFETY DATA SHEET where applicable, in compliance with the MIOSHA "Right to Know" Law.

CLEAN UP: The Contractor shall at all times keep the elevators and surrounding area free from accumulation of waste or rubbish caused by Contractor's operations. At the completion of work required on the elevators, the Contractor shall remove all waste material and rubbish from and about the elevators and the Work Sites, as well as its tools, equipment, machinery, and surplus materials.

If the Contractor fails to clean up as required under this Agreement, the County may do so, and the cost thereof shall be charged to the Contractor.

PROTECTION OF PERSONS AND PROPERTY:

1. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work it is required to perform under this Agreement.

2. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- (a) All its and the County's employees at the Work Sites and all other persons who may be affected thereby.

- (b) All the work and all the equipment and materials to be incorporated therein, whether in storage on or off the Work Sites under the care, custody, or control of the Contractor or any of its subcontractors or sub-subcontractors.

(c) Other property at the Work Sites or adjacent thereto, including all interior and exterior furnishings of the Work Sites.

NOTICES AND SAFETY OF PERSONS AND PROPERTY. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

RESPONSIBLE FOR PROPERTY INJURY, DAMAGE, OR LOSS. The Contractor shall promptly remedy all injury, damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Method of Performing Work of this section.

1.4 Technical Proposal

In preparing a technical proposal, vendors must submit a response that includes the following:

- 1) Company Profile
Date organized to provide elevator replacement, maintenance, and repair services to county and government municipalities.
Corporate background and depth of equipment service and support, including number of employees and number of years in business.
Provide this information using Company Profile form found in Section 2.1.
- 2) References
Vendor must provide three (3) references that include name of institution, address, contact person, and phone number.
Provide this information using References form found in Section 2.2.
- 3) Operational Requirements
Proposal must clearly define an action plan for providing elevator replacement, maintenance, and repair services as outlined in the Scope of Services (Section 1.3) and a preliminary transition plan that includes a timeline with projected dates of completion.
The Vendor must agree to fully cooperate with any subsequent contractor to ensure a smooth transition. Vendors shall include a proposed delivery schedule for all equipment associated with this RFP.
- 4) Equipment and Features
Provide a clear description of equipment and features, including additional features that may be of interest to Livingston County.
- 5) Subcontractors
Subcontractors used by the Vendor must be disclosed in the proposal. The County has the right to approve subcontractors.

Vendors are encouraged to be creative with their proposals and to offer any other options that may be of interest to Livingston County

1.5 Statewide Cooperative Contract

Livingston County will host the resulting contract for the Michigan Association of Counties CoPro+ Program. The awarded contractor will work with the CoPro+ Program to market and extend the

EXHIBIT**Attachment B - Livingston County RFP-LC-23-09 - Elevator Maintenance and Repair**

Item No.	Manufacturer	Michigan Serial Number	Elevator Maintenance (See RFP)				
			Year 1	Year 2	Year 3	Year 4	Year 5
1	Hydraulic Passenger Elevator	17703	\$ 145.00	\$ 149.35	\$ 153.83	\$ 158.45	\$ 163.20
2	Hydraulic Passenger Elevator	23774	\$ 145.00	\$ 149.35	\$ 153.83	\$ 158.45	\$ 163.20
3	Hydraulic Elevator	55280	\$ 145.00	\$ 149.35	\$ 153.83	\$ 158.45	\$ 163.20
4	Hydraulic Elevator	55281	\$ 145.00	\$ 149.35	\$ 153.83	\$ 158.45	\$ 163.20
Total			\$ 580.00	\$ 597.40	\$ 615.32	\$ 633.80	\$ 652.80

Standard Hourly Rate	\$ 250.00
Holiday Hourly Rate	\$ 500.00
After-Hours Hourly Rate	\$ 500.00

Price Adjustment: 3% Cap