

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

September 1, 2005

**CHANGE NOTICE NO. 4**  
**TO**  
**CONTRACT NO. 071B3001056**  
**Between** (Supercedes #6000691)  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE (800) 627-9167, x3531
<b>Imagistics International, Inc.</b> <b>26400 Lahser Road, Suite 202</b> <b>Southfield, MI 48034</b> <b>Richard.broucek@imagistics.com</b>		FAX (800) 666-7358
		<b>Richard Broucek</b>
		VENDOR NUMBER/MAIL CODE
		BUYE/CA (517) 373-7374
		<b>Joan Bosheff</b>
Contract Compliance Inspector: Joan Bosheff		
<b>Plain Paper Copiers – Statewide</b>		
CONTRACT PERIOD: From: <b>October 1, 2002</b> To: <b>November 1, 2006</b>		
TERMS	SHIPMENT	
<b>Net 30 Days</b>	<b>N/A</b>	
F.O.B.	SHIPPED FROM	
<b>N/A</b>	<b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS		
<b>N/A</b>		

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

**NATURE OF CHANGE (S):**

**This contract is EXTENDED until November 1, 2006, per revised pricing for light usage copies. No new copiers can be ordered from this contract.**

**All other terms, conditions, and prices remain the same.**

**ITEM LISTING  
HEAVY USAGE**

<b>Segment</b>	<b>Model</b>	<b>Included Copies</b>	<b>CPC</b>	<b>New Renewal Rate</b>
III	C350	35,000	\$0.0160	\$203.00
III	C400	35,000	\$0.0160	\$203.00
IV	C450	45,000	\$0.0160	\$234.00
IV	C550	45,000	\$0.0160	\$234.00
V	C600	55,000	\$0.0160	\$347.00
V	C650	55,000	\$0.0160	\$347.00
VI	C760	65,000	\$0.0160	\$480.00
VI	C850	65,000	\$0.0160	\$480.00

**ITEM LISTING  
LIGHT USAGE**

<b>Segment</b>	<b>Model</b>	<b>Included Copies</b>	<b>CPC</b>	<b>New Renewal Rate</b>
III	C350	12,000	\$0.0160	\$175.00
III	C400	12,000	\$0.0160	\$175.00
IV	C450	15,000	\$0.0160	\$195.00
IV	C550	15,000	\$0.0160	\$195.00
V	C600	18,000	\$0.0160	\$225.00
V	C650	18,000	\$0.0160	\$225.00
VI	C760	22,000	\$0.0160	\$355.00
VI	C850/850	22,000	\$0.0160	\$355.00

<b>Model(s)</b>	<b>Description</b>	<b>Price</b>
C350/400/450/500	10-Bin Sorter and Stapler	\$25.00
C350/400/450/550	20-Bin Sorter and Stapler	\$48.00
C600/650	20-Bin Sorter and Stapler	\$52.00
C650	20-Bin Multi-Position Sorter and Stapler	\$66.00
C350/400/450	Large Capacity Tray	\$21.00
C350/400/450	Duplex	\$16.00
C400/450/550/600	2500 Sheet Drawer	\$20.00
C400/450/550/650	Universal Document Handler	\$50.00
C800	Large Capacity Tray	\$29.00

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

September 8, 2003

**CHANGE NOTICE NO. 3**  
**TO**  
**CONTRACT NO. 071B3001056**  
**Between** (Supercedes #6000691)  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE (800) 627-9167, x3531
<b>Imagistics International, Inc.</b> <b>26400 Lahser Road, Suite 202</b> <b>Southfield, MI 48034</b> <b>Richard.broucek@imagistics.com</b>		FAX (800) 666-7358
		<b>Richard Broucek</b>
		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-7374
		<b>Joan Bosheff</b>
Contract Administrator: Joan Bosheff		
<b>Plain Paper Copiers – Statewide</b>		
CONTRACT PERIOD: From: <b>October 1, 2002</b> To: <b>September 30, 2005</b>		
TERMS	SHIPMENT	
<b>Net 30 Days</b>	<b>N/A</b>	
F.O.B.	SHIPPED FROM	
<b>N/A</b>	<b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS		
<b>N/A</b>		

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

**NATURE OF CHANGE (S):**

**Please note vendor's new mailing address. Remittance should be made to mail code 007 at the following address:**

**P.O. Box 856193**  
**Louisville, KY 40285-6193**

**All other terms, conditions, and prices remain the same.**

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

July 31, 2003

CHANGE NOTICE NO. 2  
 TO  
 CONTRACT NO. 071B3001056  
 Between (Supercedes #6000691)  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF VENDOR		TELEPHONE (800) 627-9167, x3531 FAX (800) 666-7358 <b>Richard Broucek</b>
<b>Imagistics International, Inc.</b> <b>P. O. Box 970</b> <b>Southfield, MI 48034</b> <b>Richard.broucek@imagistics.com</b>		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-7374 <b>Joan Bosheff</b>
Contract Administrator: Joan Bosheff		
<b>Plain Paper Copiers – Statewide</b>		
CONTRACT PERIOD: From: <b>October 1, 2002</b> To: <b>September 30, 2005</b>		
TERMS	SHIPMENT	
<b>Net 30 Days</b>	<b>N/A</b>	
F.O.B.	SHIPPED FROM	
<b>N/A</b>	<b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS		
<b>N/A</b>		

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

**NATURE OF CHANGE (S):**

Effective August 1, 2003, monthly charge is DECREASED by 10%, per the attached. In addition, contract is EXTENDED until September 30, 2005. No new equipment may be acquired from this contract.

All other terms and conditions remain the same.

## ITEM LISTING

<b>Segment</b>	<b>Model</b>	<b>Included Copies</b>	<b>CPC</b>	<b>New Renewal Rate</b>
III	C350	35,000	\$0.0160	\$203.00
III	C400	35,000	\$0.0160	\$203.00
IV	C450	45,000	\$0.0160	\$234.00
IV	C550	45,000	\$0.0160	\$234.00
V	C600	55,000	\$0.0160	\$347.00
V	C650	55,000	\$0.0160	\$347.00
VI	C760	65,000	\$0.0160	\$480.00
VI	C850	65,000	\$0.0160	\$480.00

<b>Model(s)</b>	<b>Description</b>	<b>Price</b>
C350/400/450/500	10-Bin Sorter and Stapler	\$25.00
C350/400/450/550	20-Bin Sorter and Stapler	\$48.00
C600/650	20-Bin Sorter and Stapler	\$52.00
C650	20-Bin Multi-Position Sorter and Stapler	\$66.00
C350/400/450	Large Capacity Tray	\$21.00
C350/400/450	Duplex	\$16.00
C400/450/550/600	2500 Sheet Drawer	\$20.00
C400/450/550/650	Universal Document Handler	\$50.00
C800	Large Capacity Tray	\$29.00

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

December 2, 2002

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B3001056**  
**Between** (Supercedes #6000691)  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Imagistics International, Inc.</b> <b>P. O. Box 970</b> <b>Southfield, MI 48034</b>		TELEPHONE (800) 627-9167, x34 FAX (800) 666-7358 <b>Richard Broucek</b>
		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-7374 <b>Joan Bosheff</b>
Contract Administrator: Joan Bosheff <p style="text-align: center;"><b>Plain Paper Copiers – Statewide</b></p>		
CONTRACT PERIOD: From: <b>October 1, 2002</b> To: <b>September 30, 2003</b>		
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>	
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>		

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

**NATURE OF CHANGE (S):**

**Remittance should be made to mail code 003 at the following address:**  
**PO Box 856210**  
**Louisville, KY 40285-6210**  
**All other terms, conditions, and prices remain the same.**

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

October 30, 2002

**NOTICE  
 TO  
 CONTRACT NO. 071B3001056  
 Between (Supercedes #6000691)  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <p style="text-align: center;"><b>Imagistics International, Inc.          P. O. Box 970          Southfield, MI 48034</b></p>	TELEPHONE (800) 627-9167, x34 <p style="text-align: center;"><b>Richard Broucek</b></p> VENDOR NUMBER/MAIL CODE  BUYER (517) 373-7374 <p style="text-align: center;"><b>Joan Bosheff</b></p>
Contract Administrator: Joan Bosheff <p style="text-align: center;"><b>Plain Paper Copiers – Statewide</b></p>	
CONTRACT PERIOD: From: <b>October 1, 2002</b> To: <b>September 30, 2003</b>	
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**This contract replaces Contract #071B6000691.**

**Est. Contract Value: \$4,630,522.45**

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

**CONTRACT NO. 071B3001056**

**Between** (Supercedes #6000691)

**THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>Imagistics International, Inc.</b> <b>P. O. Box 970</b> <b>Southfield, MI 48034</b>	TELEPHONE (800) 627-9167, x34 <b>Richard Broucek</b> VENDOR NUMBER/MAIL CODE  BUYER (517) 373-7374 <b>Joan Bosheff</b>
Contract Administrator: Joan Bosheff <p style="text-align: center;"><b>Plain Paper Copiers – Statewide</b></p>	
CONTRACT PERIOD: From: <b>October 1, 2002</b> To: <b>September 30, 2003</b>	
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION: <b>This contract replaces Contract #071B6000691.</b>  <b>Est. Contract Value: \$4,630,522.45</b>	

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

**THIS IS NOT AN ORDER: This Contract replaces Contract #071B6000691.**

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<p><b>FOR THE VENDOR:</b></p> <p style="text-align: center;"><b>Imagistics International, Inc.</b></p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	<p><b>FOR THE STATE:</b></p> <hr/> <p style="text-align: center;">Signature</p> <p style="text-align: center;"><b>Joan Bosheff, Buyer Specialist</b></p> <hr/> <p style="text-align: center;">Name</p> <hr/> <p style="text-align: center;"><b>Tactical Purchasing</b></p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p>
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**STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES**

**FOR  
PLAIN PAPER COPIERS**

**CONTRACT #071B3001056**

**OCTOBER, 2002**

CONTRACT #071B3001056  
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**SECTION I - GENERAL CONTRACT PROVISIONS**

**I-A GENERAL**

The Contract is for the Rental of Plain Paper Copiers for the State of Michigan. Orders for rentals will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

The Contract will be a Unit Price Contract.

**I-B ISSUING OFFICE**

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

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process. All communications covering this procurement must be addressed to:

Department of Management and Budget  
Acquisition Services  
Attn: Joan Bosheff  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
Phone: (517) 373-7374  
E-Mail: bosheffj@michigan.gov

**I-C CONTRACT ADMINISTRATOR**

Upon receipt at Acquisition Services of the properly executed Contract Agreement, the person named below will be allowed to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract. That authority is retained by Acquisition Services. The Contract Administrator for this project is:

**I-D CONTRACT TERM**

The term of this Contract will be for a one (1) year period and will commence with the issuance of a Contract. This will be October 1, 2002, through September 30, 2003.

**I-E CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges



resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

**I-F ASSIGNMENT**

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

**I-G TAXES**

- A. Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.
- B. Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.
- C. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract. Also, bidders shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

**I-H PRICE ADJUSTMENTS**

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

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



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

**I-I CONTRACTOR'S LIABILITY INSURANCE**

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

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

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

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

The Contractor is required to provide the type and amount of insurance checked (☑) below:

- ☑ 1. Commercial General Liability with the following minimum coverages:
  - \$2,000,000 General Aggregate Limit other than Products/Completed Operations
  - \$2,000,000 Products/Completed Operations Aggregate Limit
  - \$1,000,000 Personal & Advertising Injury Limit
  - \$1,000,000 Each Occurrence Limit



\$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

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

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

- 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. For contracts providing temporary staff personnel to the State, the Contractor shall provide an Alternate Employer Endorsement with minimum coverage of \$1,000,000.

- 5. Employers liability insurance with the following minimum limits:

- \$100,000 each accident
  - \$100,000 each employee by disease
  - \$500,000 aggregate disease

**I-J INDEMNIFICATION**

**A. General Indemnification**

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

- 1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.



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

**B. Patent/Copyright Infringement Indemnification**

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

**C. Indemnification Obligation Not Limited**

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors



under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

**D. Continuation of Indemnification Obligation**

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

**I-K ACCOUNTING RECORDS**

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

**I-L NON-DISCRIMINATION CLAUSE**

In the performance of a Contract or purchase order, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

**I-M CANCELLATION**

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

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

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State



administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

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

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

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963, and Chapter 7 of the Civil Service Rules. Notwithstanding any other provision of this Contract to the



contrary, the State Personnel Director is authorized to disapprove contractual disbursements for personal services if the Director determines that the Contract of the disbursements under the Contract violate Article 11, Section 5 of the Constitution or violate applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

**I-N NOTICE AND RIGHT TO CURE**

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

**I-O ELECTRONIC FUNDS TRANSFER**

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at [www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us).

**I-P UNFAIR LABOR PRACTICES**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

**I-Q RECYCLED CONTAINERS**

The Contractor is encouraged to offer products packaged in containers using recovered materials suitable for the intended use. 'Recovered material' is defined as post-consumer waste (any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition) and 'secondary waste' (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).



**ITEM LISTING**

<b>Segment</b>	<b>Model</b>	<b>Included Copies</b>	<b>CPC</b>	<b>New Renewal Rate</b>
III	C350	35,000	\$0.0160	\$225.00
III	C400	35,000	\$0.0160	\$225.00
IV	C450	45,000	\$0.0160	\$260.00
IV	C550	45,000	\$0.0160	\$260.00
V	C600	55,000	\$0.0160	\$386.00
V	C650	55,000	\$0.0160	\$386.00
VI	C760	65,000	\$0.0160	\$533.00
VI	C850	65,000	\$0.0160	\$533.00