

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET**  
 PROCUREMENT

525 W. ALLEGAN STREET  
 LANSING, MI 48933

P.O. BOX 30026  
 LANSING, MI 48909

CHANGE NOTICE NO. 10  
 to  
 CONTRACT NO. 071B2200171  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
R R Donnelley & Sons Co 32031 Townley Street Madison Heights, MI 48071	Kristyn Rhoades	kristyn.rhoades@rrd.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	248-616-6455	*****4130

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MDOS	Yvonne Young	517-322-5460	youngy@michigan.gov
PROGRAM MANAGER / CCI	MSP	Victoria Olivarez	517-241-1064	Olivarezv1@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Valerie Hiltz	517-284-7026	hiltzv@michigan.gov

CONTRACT SUMMARY			
<b>DESCRIPTION:</b> Vehicle Lic. Plate Tab & Reg Forms - MDOS Form/ Decal Cab Cards- MSP			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 6, 2009	May 5, 2014	2 - 2 Year	May 5, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		Refer to Section 1.0709 Time Frames	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
Refer to Section 1.0710 Minimum Order			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	Two Years	<input type="checkbox"/>		May 5, 2018
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$8,158,202.84		\$ 3,015,000.00	\$11,173,202.84	

**DESCRIPTION:**  
 Effective 4/8/2016, this contract is exercising the second two-year option available and is increased by \$3,015,000.00. The revised contract expiration date is May 5, 2018. Pricing for line item 008 is increased and Line item # 020 is added to this contract per revised Attachment A. LARA is removed from this contract and Michigan State Police (MSP) is hereby added with the Cab Cards assigned to that agency per revised MSP Attachment A. Specifications are added for Watercraft Decal per revised Attachment C. The Program Manager for MSP is Victoria Olivarez. The Contractor's address has changed to 32021 Townley Street, Madison Heights, MI 48071 and the Primary Contact Phone number is changed to 248-616-6455. All other terms, conditions, specifications and pricing remain the same. Per Contractor proposal, agency request, DTMB Procurement approval and State Administrative Board approval on April 5, 2016.

**ATTACHMENT A  
 MSP – CAB CARD**

**FORMS**

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit of Measure	Price per Unit of Measure
001	Form/Decal Cab Card	8,000	Lot	\$3,075.00
	8,000/year			
002	Decal & Punch Dies	One Time Die Charge	Lot	\$650.00

**DELIVERY TIME FRAMES:** New order - 5 weeks, repeat orders - 4 weeks.

**SPECIFICATIONS**

White 28# MOCR Ledger- 92 Bright  
 Size: 8.5 x 7  
 Full Perpendicular perforation.  
 Integrated patch for Decal portion  
 4.125 x 4.125 Decal size (creates 2 decals with slit)  
 Material for Decal is a 3.4 mil vinyl on 79# layflat liner.  
 Ink applied (changes each year for Decal color)  
 UV Coat & Varnish  
 Decal must hold on truck for up to 18 months. Temp range of -40-150 degrees.  
 Withstand all types of weather, solvents, dirt, grease-inks must be fade resistant.  
 Contract Compliance Inspector must provide written approval of the final proof of the cab card.

**PRINTER**

RRD Part No.	Model	Description	Quantity	Price per Each
12340013151	Kyocera FS-2100DN	Mono 42ppm, 750mhz, Duplex Unit	2	\$1,195.00
12340013222	SDHC-16GB	16GB SD Memory Card for Michigan Forms Template	2	\$35.00
Configuration	Configuration	Configuration Fee Per Printer	2	\$30.00

**CONSUMABLES**

RRD Part No.	Model	Description	Quantity	Price per Each
12340013480	OEM Toner	Toner for FS-2100DN – 12,500 pages at 5% Coverage	2	\$95.00

**SERVICE**

RRD Part No.	Model	Description	Quantity	Price Per Printer/Month
S12340013151	Service	NBD, 1-Year Contract for Kyocera FS-2100DN (Zip Code 48913)	2	\$37.08

**ATTACHMENT A – MDOS FORMS**

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit (Per Thousand)	Price per Unit of Measure
001	TR-1L Vehicle Registration Form	2,500	TH	\$72.27
	8,000,000/year	2,000	TH	\$73.39
		1,500	TH	\$73.46
		1,000	TH	\$74.17
		750	TH	\$79.95
		500	TH	\$82.00
002	TR-1L-DTP Dealer Direct Vehicle Registration Form	200	TH	\$85.64
	200,000/year	100	TH	\$102.53
		50	TH	\$143.00
		25	TH	\$218.00
		10	TH	\$363.40
003	BFS-46 Change of Address Form	500	TH	\$34.50
	500,000/year	250	TH	\$37.00
		130	TH	\$48.28
		50	TH	\$88.15
004	ED-74 Voter Registration	1,250	TH	\$33.90
	1,250,000/year	1,000	TH	\$35.00
		500	TH	\$37.50
		250	TH	\$40.28

**IRP Unit**

005	IRP-3 IRP Registration Form	100	TH	\$120.28
	70,000/year	70	TH	\$137.34
		50	TH	\$149.53
		25	TH	\$207.85

**Self-Service**

006A	TR-1K Self-Service Terminal Form	100	TH	\$119.45
	100,000/year	75	TH	\$127.99
		50	TH	\$140.10
		25	TH	\$184.05
006B	TR-1K Self Service Terminal Kit	800	Kits	\$42.00
	250 TR-1K Forms poly wrapped	400	Kits	\$45.00
	1 R300 Thermal Transfer Ribbon	200	Kits	\$50.82
	1 Cleaning Card	100	Kits	\$62.30
006C	R300 Thermal Transfer Ribbon	50	Cartons	\$20.50
	3.29 x 243 2 Ribbons/carton			

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit of measure	Price per Unit of Measure
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## Internal Printing Process

007	BDVR-ENV-8 Self Mailer Registration Form	2,000	TH	\$119.72
	3,000,000/year	1,500	TH	\$120.96
		1,000	TH	\$122.88
		500	TH	\$128.88
		250	TH	\$135.00
		200	TH	\$138.00
008	BDVR-ENV-5 Self Mailer Watercraft Registration Form	150	TH	\$150.25
	110,000/year	125	TH	\$168.00
		110	TH	\$160.50
		25	TH	\$270.30
009	BDVR-ENV-9 Self-Mailer Change of Address Form	200	TH	\$87.35
	100,000/year	150	TH	\$92.25
		100	TH	\$96.00
		74	TH	\$110.00
		50	TH	\$116.38
010	Multi-Year Tabs 50,000/year	8 Rolls 22,400 Decals	TH	\$124.20
		9 Rolls 25,200 Decals	TH	\$115.92
		12 Rolls 33,600 Decals	TH	\$96.15
		16 Rolls 44,800 Decals	TH	\$81.69
011	GVW Gross Vehicle Weight Labels	500	TH	\$96.15
	50,000/year	250	TH	\$98.35
		125	TH	\$102.90
		50	TH	\$117.90

Change Notice Number 10

Contract Number 071B2200171

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit of measure	Price per Unit of Measure
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**Consumables**

<b>012</b>	<b>SST Receipt Rolls</b>			
<b>A</b>	<b>9999-2107 Gen 1 – 2 rolls per carton</b>	<b>38</b>	<b>Carton</b>	<b>\$45.20</b>
<b>B</b>	<b>9999-2113 Gen II- 2 rolls per carton</b>	<b>12</b>	<b>Carton</b>	<b>\$62.60</b>
<b>013</b>	<b>R300 Ribbon for Zebra Printer SST</b>		<b>Carton</b>	<b>\$20.50</b>
<b>014</b>	<b>TK60 Toner for FS1800 Kyocera Printers</b>		<b>1 Each</b>	<b>\$102.05</b>
<b>015</b>	<b>TK312 Toner for FS2000 Kyocera Printers</b>		<b>1 Each</b>	<b>\$82.82</b>
<b>016</b>	<b>TK342 Toner for FS2020 Kyocera Printers</b>		<b>1 Each</b>	<b>\$89.00</b>
<b>017a</b>	<b>FS1800 Replacement Drums</b>		<b>1 Each</b>	<b>\$210.00</b>
<b>017b</b>	<b>FS1800 Replacement Fuser</b>		<b>1 Each</b>	<b>\$194.00</b>
<b>017c</b>	<b>FS1800 Replacement Developer</b>		<b>1 Each</b>	
<b>018</b>	<b>FS2020 Maintenance Kit</b>		<b>1 Each</b>	
<b>019</b>	<b>Z4037KLEN Printer Ribbon for 105SL Plus Zebra Printer</b>	<b>Multiples of 6, 24/carton</b>	<b>1 Roll</b>	<b>\$32.00</b>

**Decals**

<b>020</b>	<b>Watercraft Decal</b>	<b>300,000</b>	<b>TH</b>	<b>\$98.50</b>
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Contract No. 071B2200171

Change Notice 10

Addition to Attachment C

### **WATERCRAFT DECAL SPECIFICATIONS**

Quantity: 300,000 Decal Pairs

#### **Vinyl:**

- 3.5 mil flexible vinyl
- Top coated for thermal transfer printing
- Adhesive must be "THERMALFilm V400 F TC-346 V-346 V-478 78F M&O-6"

#### **Backer:**

- 78 lb. bleached kraft release liner- must be blank- no logos or watermarks
- Backer size to be : 3 ¼" x 5 ¼" overall
- Printed in black ink on back to read prior to removal of decal, in one or two locations (as per purchase order and approved proof), backing up decal on front

#### **Over Laminate:**

- 1 mil clear over laminating polyester
- Permanent adhesive
- Film liner

#### **Decal:**

- 2 ½" x 3" each, 2 per sequential number
- Emerald Green PMS 347 PC background (for 2019 decals) or other color as required per year designation
- All lettering and sequential numbers (7 digits- no alpha) are to be in BLACK.
- Round radius corners, strip out all waste

#### **Packing:**

- Single sheets with 2 labels each
- Wrapped in 50 pairs of decals per package
- Packing in small cartons containing 500 decals per box. Small boxes then packed in larger carton containing 5000 decals/100 small boxes. Both small boxes and larger cartons must be labeled with decal series numbers on them.
- Carton packed, carton must have the following information on it:
  - Quantity
  - Number of packages
  - Sequential numbers contained in the carton
  - DPO #
- Lowest number of decals located at the top of the skid
- Cartons must be packaged appropriately in order for cartons not to crush when put on the skid.

**\*\*\*Proof required prior to printing.\*\*\***

STATE OF MICHIGAN  
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 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 525 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 9**  
 to  
**CONTRACT NO. 071B2200171**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
RR Donnelley & Sons Co. 26899 Northwestern Hwy, Suite 111 Southfield, MI 48033	Kristyn Rhoades	kristyn.rhoades @rrd.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	248-357-7129	4130

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MDOS	Yvonne Young	517-322-5460	youngy@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Valerie Hiltz	517-284-7026	hiltzv@michigan.gov

CONTRACT SUMMARY			
<b>DESCRIPTION:</b> Vehicle License Plate Tabs & Registration Forms- Michigan Department of State and Form/Decal Cab Cards- Department of Licensing and Regulatory Affairs			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 6, 2009	May 5, 2014	Two- Two Year	May 5, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		Refer to Section 1.0709 Time Frames	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
Refer to Section 1.0710 Minimum Order			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$6,927,698.04		\$1,230,504.80	\$8,158,202.84	

**DESCRIPTION:** Effective September 10, 2015, this contract is hereby INCREASED by \$1,230,504.80 for MDOS use and six items are added per Attachment A- MDOS Equipment/Consumables/Service. The buyer is changed to Valerie Hiltz, DTMB. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB-Procurement approval and State Administrative Board approval on September 10, 2015.

**Attachment A- 071B2200171**  
 MDOS Equipment/ Consumables/Service  
 Change Order # 9

**Branch Office Printers**

Item #	Model	Description	Price per Unit	Unit	Qty	Extended Price	Comments
20	Kyocera FS-2100DN*	Mono 42 PPM, 750mhz, Duplex Unit	\$1,685.35	Each	728	\$1,226,934.80	Includes: 1) Configuration & memory card for each printer. 2) 500 Sheet Feeder tray for each printer. 3) Additional 512MB RAM Memory. 4) 50 Replacement Maintenance Kits as needed (Drum kit, developer unit, fuser unit, retard roller assembly and M/P roller assembly. 5) Hot swap printers for UP (as provided with the last printers) 6) All installation costs and freight to each location.
21	MK-3102	Toner for FS-2100DN- 12,500 pages at 5% Coverage	\$92.00	Each			Charged as ordered per Branch. OEM toner only.
22	Service	NBD, on-site 1-year Contract for Kyocera FS2100DN (zip code 48913)	\$37.08	Per Month	728	\$26,994.24	This charge is per month at \$37.08 per printer.

**IRP Office Printers**

Item #	Model	Description	Price per Unit	Unit	Qty	Extended Price	Comments
23	Kyocera FS-4100DN*	Mono 47 PPM, 750 mhz, Duplex Unit	\$1,785.00	Each	2	\$3,570.00	Includes: 1) Configuration. 2) IS1 House 8 GB SD Card. 3) 500 Sheet Feeder Tray. 4) All installation costs and freight to each location.
24	TK-3112	Toner for FS-4100DN- 15,500 pages at 5%	\$102.00	Each			Charged as ordered per Branch. OEM toner only.
25	Service	NBD, on-site 1 year Contract for Kyocera FS-4100DN, zone 1	\$37.08	Per Month	2	\$74.16	This charge is per month at \$37.08 per printer.

\* The contractor will use the same process for the roll-out of these replacement printers as was used with the original equipment purchase.

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 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 525 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 8**  
 to  
**CONTRACT NO. 071B2200171**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
RR Donnelley & Sons Co. 26899 Northwestern Hwy, Suite 111 Southfield, MI 48033	Kristyn Rhoades	Kristyn.rhoades@rrd.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 357-7129	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOS	Yvonne Young	(517) 322-5460	<a href="mailto:youngy@michigan.gov">youngy@michigan.gov</a>
CONTRACT COMPLIANCE INSPECTOR	LARA	Herbert Fields	(517) 241-6040	<a href="mailto:fieldsh@michigan.gov">fieldsh@michigan.gov</a>
BUYER	DTMB	Sue Cieciva	(517) 284-7007	<a href="mailto:ciecivas@michigan.gov">ciecivas@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Vehicle License Plate Tabs &amp; Registration Forms – Department of State and Form/Decal Cab Cards – Department of Licensing and Regulatory Affairs</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 6, 2009	May 5, 2014	(2) Two-Year Options	May 5, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	Delivered	Refer to Section 1.0709 Time Frames	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS:**  
 Refer to Section 1.0710 Minimum Order

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
<b>\$11,480.00</b>	<b>\$6,927,698.04</b>

Effective October 2, 2014, the Department of Licensing and Regulatory Affairs (LARA) is hereby added to this Contract and the following items are added to this Contract per Attachment A – LARA Cab Card. Effective October 2, 2014, this Contract is hereby increased by \$11,480.00. The Contract Compliance Inspector for LARA is Herbert Fields. Please note the Contract Compliance Inspector for MDOS has been

changed to Yvonne Young. All other terms, conditions, specifications, and pricing the same.  
Per Contractor proposal, agency request, and DTMB Procurement approval.

**ATTACHMENT A  
LARA – CAB CARD**

**FORMS**

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit of Measure	Price per Unit of Measure
001	Form/Decal Cab Card	8,000	Lot	\$3,075.00
	8,000/year			
002	Decal & Punch Dies	One Time Die Charge	Lot	\$650.00

**DELIVERY TIME FRAMES:** New order - 5 weeks, repeat orders - 4 weeks.

**SPECIFICATIONS**

White 28# MOCR Ledger- 92 Bright

Size: 8.5 x 7

Full Perpendicular perforation.

Integrated patch for Decal portion

4.125 x 4.125 Decal size (creates 2 decals with slit)

Material for Decal is a 3.4 mil vinyl on 79# layflat liner.

Ink applied (changes each year for Decal color)

UV Coat & Varnish

Decal must hold on truck for up to 18 months. Temp range of -40-150 degrees.

Withstand all types of weather, solvents, dirt, grease-inks must be fade resistant.

Contract Compliance Inspector must provide written approval of the final proof of the cab card.

**PRINTER**

RRD Part No.	Model	Description	Quantity	Price per Each
12340013151	Kyocera FS-2100DN	Mono 42ppm, 750mhz, Duplex Unit	2	\$1,195.00
12340013222	SDHC-16GB	16GB SD Memory Card for Michigan Forms Template	2	\$35.00
Configuration	Configuration	Configuration Fee Per Printer	2	\$30.00

**CONSUMABLES**

RRD Part No.	Model	Description	Quantity	Price per Each
12340013480	OEM Toner	Toner for FS-2100DN – 12,500 pages at 5% Coverage	2	\$95.00

**SERVICE**

RRD Part No.	Model	Description	Quantity	Price Per Printer/Month
S12340013151	Service	NBD, 1-Year Contract for Kyocera FS-2100DN (Zip Code 48913)	2	\$37.08

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 525 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 7**  
 to  
**CONTRACT NO. 071B2200171**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
RR Donnelley & Sons Co. 26899 Northwestern Hwy, Suite 111 Southfield, MI 48033	Kristyn Rhoades	Kristyn.rhoades@rrd.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 357-7129	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOS	Michael Butcher	(517) 636-6339	<a href="mailto:ButcherM@michigan.gov">ButcherM@michigan.gov</a>
BUYER	DTMB	Sue Cieciva	(517) 284-7007	<a href="mailto:ciecivas@michigan.gov">ciecivas@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: Vehicle License Plate Tabs & Registration Forms – Department of State			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 6, 2009	May 5, 2014	(2) Two-Year Options	May 5, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	Delivered	Refer to Section 1.0709 Time Frames	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
Refer to Section 1.0710 Minimum Order			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$768.00		\$6,916,218.04		

Effective 7/11/14, Item No. 019 Z4037KLEN Zebra Printer Ribbon is hereby ADDED to this Contract, as follows:

Item No.	Description - Consumables	Order Quantity	Price/Roll
019	Z4037KLEN Printer Ribbon for 105SL Plus Zebra Printer 4.33in X 1476 ft TT resin CSO w/clean start ribbon	Multiples of 6, 24 rolls per carton	\$32.00

Revised Attachment A, Forms is attached.

In addition, this Contract is hereby INCREASED by \$768.00.

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

**Per vendor proposal dated June 6, 2014, agency request dated July 8, 2014, and DTMB approval.**

## ATTACHMENT A - FORMS

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit (Per Thousand)	Price per Unit of Measure
001	TR-1L Vehicle Registration Form	2,500	TH	\$72.27
	8,000,000/year	2,000	TH	\$73.39
		1,500	TH	\$73.46
		1,000	TH	\$74.17
		750	TH	\$79.95
		500	TH	\$82.00
002	TR-1L-DTP Dealer Direct Vehicle Registration Form	200	TH	\$85.64
	200,000/year	100	TH	\$102.53
		50	TH	\$143.00
		25	TH	\$218.00
		10	TH	\$363.40
003	BFS-46 Change of Address Form	500	TH	\$34.50
	500,000/year	250	TH	\$37.00
		130	TH	\$48.28
		50	TH	\$88.15
004	ED-74 Voter Registration	1,250	TH	\$33.90
	1,250,000/year	1,000	TH	\$35.00
		500	TH	\$37.50
		250	TH	\$40.28

## IRP Unit

005	IRP-3 IRP Registration Form	100	TH	\$120.28
	70,000/year	70	TH	\$137.34
		50	TH	\$149.53
		25	TH	\$207.85

## Self-Service

006A	TR-1K Self-Service Terminal Form	100	TH	\$119.45
	100,000/year	75	TH	\$127.99
		50	TH	\$140.10
		25	TH	\$184.05
006B	TR-1K Self Service Terminal Kit	800	Kits	\$42.00
	250 TR-1K Forms polywrapped	400	Kits	\$45.00
	1 R300 Thermal Transfer Ribbon	200	Kits	\$50.82
	1 Cleaning Card	100	Kits	\$62.30
006C	R300 Thermal Transfer Ribbon	50	Cartons	\$20.50
	3.29 x 243 2 Ribbons/carton			

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit of measure	Price per Unit of Measure
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**Internal Printing Process**

<b>007</b>	<b>BDVR-ENV-8 Self Mailer Registration Form</b>	<b>2,000</b>	<b>TH</b>	<b>\$119.72</b>
	<b>3,000,000/year</b>	<b>1,500</b>	<b>TH</b>	<b>\$120.96</b>
		<b>1,000</b>	<b>TH</b>	<b>\$122.88</b>
		<b>500</b>	<b>TH</b>	<b>\$128.88</b>
		<b>250</b>	<b>TH</b>	<b>\$135.00</b>
		<b>200</b>	<b>TH</b>	<b>\$138.00</b>
<b>008</b>	<b>BDVR-ENV-5 Self Mailer Watercraft Registration Form</b>	<b>150</b>	<b>TH</b>	<b>\$150.25</b>
	<b>110,000/year</b>	<b>125</b>	<b>TH</b>	<b>\$155.95</b>
		<b>110</b>	<b>TH</b>	<b>\$160.50</b>
		<b>25</b>	<b>TH</b>	<b>\$270.30</b>
<b>009</b>	<b>BDVR-ENV-9 Self-Mailer Change of Address Form</b>	<b>200</b>	<b>TH</b>	<b>\$87.35</b>
	<b>100,000/year</b>	<b>150</b>	<b>TH</b>	<b>\$92.25</b>
		<b>100</b>	<b>TH</b>	<b>\$96.00</b>
		<b>74</b>	<b>TH</b>	<b>\$110.00</b>
		<b>50</b>	<b>TH</b>	<b>\$116.38</b>
<b>010</b>	<b>Multi-Year Tabs</b>	<b>8 Rolls</b>		
	<b>50,000/year</b>	<b>22,400 Decals</b>	<b>TH</b>	<b>\$124.20</b>
		<b>9 Rolls</b>		
		<b>25,200 Decals</b>	<b>TH</b>	<b>\$115.92</b>
		<b>12 Rolls</b>		
		<b>33,600 Decals</b>	<b>TH</b>	<b>\$96.15</b>
		<b>16 Rolls</b>		
		<b>44,800 Decals</b>	<b>TH</b>	<b>\$81.69</b>
<b>011</b>	<b>GVW Gross Vehicle Weight Labels</b>	<b>500</b>	<b>TH</b>	<b>\$96.15</b>
	<b>50,000/year</b>	<b>250</b>	<b>TH</b>	<b>\$98.35</b>
		<b>125</b>	<b>TH</b>	<b>\$102.90</b>
		<b>50</b>	<b>TH</b>	<b>\$117.90</b>

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit of measure	Price per Unit of Measure
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**Consumables**

<b>012</b>	<b>SST Receipt Rolls</b>			
<b>A</b>	<b>9999-2107 Gen 1 – 2 rolls per carton</b>	<b>38</b>	<b>Carton</b>	<b>\$45.20</b>
<b>B</b>	<b>9999-2113 Gen II- 2 rolls per carton</b>	<b>12</b>	<b>Carton</b>	<b>\$62.60</b>
<b>013</b>	<b>R300 Ribbon for Zebra Printer SST</b>		<b>Carton</b>	<b>\$20.50</b>
<b>014</b>	<b>TK60 Toner for FS1800 Kyocera Printers</b>		<b>1 Each</b>	<b>\$102.05</b>
<b>015</b>	<b>TK312 Toner for FS2000 Kyocera Printers</b>		<b>1 Each</b>	<b>\$82.82</b>
<b>016</b>	<b>TK342 Toner for FS2020 Kyocera Printers</b>		<b>1 Each</b>	<b>\$89.00</b>
<b>017a</b>	<b>FS1800 Replacement Drums</b>		<b>1 Each</b>	<b>\$210.00</b>
<b>017b</b>	<b>FS1800 Replacement Fuser</b>		<b>1 Each</b>	<b>\$194.00</b>
<b>017c</b>	<b>FS1800 Replacement Developer</b>		<b>1 Each</b>	
<b>018</b>	<b>FS2020 Maintenance Kit</b>		<b>1 Each</b>	
<b>019</b>	<b>Z4037KLEN Printer Ribbon for 105SL Plus Zebra Printer</b>	<b>Multiples of 6, 24/carton</b>	<b>1 Roll</b>	<b>\$32.00</b>

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

**CHANGE NOTICE NO. 6**  
 to  
**CONTRACT NO. 071B2200171**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
RR Donnelley & Sons Co. 26899 Northwestern Hwy, Suite 111 Southfield, MI 48033	Kristyn Rhoades	Kristyn.rhoades@rrd.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 357-7129	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOS	Michael Butcher	(517) 636-6339	<a href="mailto:ButcherM@michigan.gov">ButcherM@michigan.gov</a>
BUYER	DTMB	Sue Ciecwa	(517) 373-0301	<a href="mailto:ciecwas@michigan.gov">ciecwas@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Vehicle License Plate Tabs &amp; Registration Forms – Department of State</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 6, 2009	May 5, 2014	(2) Two-Year Options	May 5, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	Delivered	Refer to Section 1.0709 Time Frames	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
Refer to Section 1.0710 Minimum Order			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
<b>\$0.00</b>		<b>\$6,915,450.04</b>		

Effective 4/14/14, pricing for order quantity of 10,000 for Item No. 002 TR-1L-DTP Dealer Direct Vehicle Registration Form is hereby ADDED to this Contract, as follows:

TR-1L-DTP Dealer Direct Vehicle Registration Form

Item No.	Order Quantity	Price/TH
002	10	\$363.40

Revised Attachment A, Forms is attached.

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

Per vendor proposal dated April 11, 2014, agency request dated April 14, 2014, and DTMB approval.

## ATTACHMENT A - FORMS

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit (Per Thousand)	Price per Unit of Measure
001	TR-1L Vehicle Registration Form	2,500	TH	\$72.27
	8,000,000/year	2,000	TH	\$73.39
		1,500	TH	\$73.46
		1,000	TH	\$74.17
		750	TH	\$79.95
		500	TH	\$82.00
002	TR-1L-DTP Dealer Direct Vehicle Registration Form	200	TH	\$85.64
	200,000/year	100	TH	\$102.53
		50	TH	\$143.00
		25	TH	\$218.00
		10	TH	\$363.40
003	BFS-46 Change of Address Form	500	TH	\$34.50
	500,000/year	250	TH	\$37.00
		130	TH	\$48.28
		50	TH	\$88.15
004	ED-74 Voter Registration	1,250	TH	\$33.90
	1,250,000/year	1,000	TH	\$35.00
		500	TH	\$37.50
		250	TH	\$40.28

## IRP Unit

005	IRP-3 IRP Registration Form	100	TH	\$120.28
	70,000/year	70	TH	\$137.34
		50	TH	\$149.53
		25	TH	\$207.85

## Self-Service

006A	TR-1K Self-Service Terminal Form	100	TH	\$119.45
	100,000/year	75	TH	\$127.99
		50	TH	\$140.10
		25	TH	\$184.05
006B	TR-1K Self Service Terminal Kit	800	Kits	\$42.00
	250 TR-1K Forms polywrapped	400	Kits	\$45.00
	1 R300 Thermal Transfer Ribbon	200	Kits	\$50.82
	1 Cleaning Card	100	Kits	\$62.30
006C	R300 Thermal Transfer Ribbon	50	Cartons	\$20.50
	3.29 x 243 2 Ribbons/carton			

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit of measure	Price per Unit of Measure
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**Internal Printing Process**

<b>007</b>	<b>BDVR-ENV-8 Self Mailer Registration Form</b>	<b>2,000</b>	<b>TH</b>	<b>\$119.72</b>
	<b>3,000,000/year</b>	<b>1,500</b>	<b>TH</b>	<b>\$120.96</b>
		<b>1,000</b>	<b>TH</b>	<b>\$122.88</b>
		<b>500</b>	<b>TH</b>	<b>\$128.88</b>
		<b>250</b>	<b>TH</b>	<b>\$135.00</b>
		<b>200</b>	<b>TH</b>	<b>\$138.00</b>
<b>008</b>	<b>BDVR-ENV-5 Self Mailer Watercraft Registration Form</b>	<b>150</b>	<b>TH</b>	<b>\$150.25</b>
	<b>110,000/year</b>	<b>125</b>	<b>TH</b>	<b>\$155.95</b>
		<b>110</b>	<b>TH</b>	<b>\$160.50</b>
		<b>25</b>	<b>TH</b>	<b>\$270.30</b>
<b>009</b>	<b>BDVR-ENV-9 Self-Mailer Change of Address Form</b>	<b>200</b>	<b>TH</b>	<b>\$87.35</b>
	<b>100,000/year</b>	<b>150</b>	<b>TH</b>	<b>\$92.25</b>
		<b>100</b>	<b>TH</b>	<b>\$96.00</b>
		<b>74</b>	<b>TH</b>	<b>\$110.00</b>
		<b>50</b>	<b>TH</b>	<b>\$116.38</b>
<b>010</b>	<b>Multi-Year Tabs</b>	<b>8 Rolls</b>		
	<b>50,000/year</b>	<b>22,400 Decals</b>	<b>TH</b>	<b>\$124.20</b>
		<b>9 Rolls</b>		
		<b>25,200 Decals</b>	<b>TH</b>	<b>\$115.92</b>
		<b>12 Rolls</b>		
		<b>33,600 Decals</b>	<b>TH</b>	<b>\$96.15</b>
		<b>16 Rolls</b>		
		<b>44,800 Decals</b>	<b>TH</b>	<b>\$81.69</b>
<b>011</b>	<b>GVW Gross Vehicle Weight Labels</b>	<b>500</b>	<b>TH</b>	<b>\$96.15</b>
	<b>50,000/year</b>	<b>250</b>	<b>TH</b>	<b>\$98.35</b>
		<b>125</b>	<b>TH</b>	<b>\$102.90</b>
		<b>50</b>	<b>TH</b>	<b>\$117.90</b>

<b>Item No.</b>	<b>Forms Item/ Estimated Forms Per Year</b>	<b>Order Quantity</b>	<b>Unit of measure</b>	<b>Price per Unit of Measure</b>
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**Consumables**

<b>012</b>	<b>SST Receipt Rolls</b>			
<b>A</b>	<b>9999-2107 Gen 1 – 2 rolls per carton</b>	<b>38</b>	<b>Carton</b>	<b>\$45.20</b>
<b>B</b>	<b>9999-2113 Gen II- 2 rolls per carton</b>	<b>12</b>	<b>Carton</b>	<b>\$62.60</b>
<b>013</b>	<b>R300 Ribbon for Zebra Printer SST</b>		<b>Carton</b>	<b>\$20.50</b>
<b>014</b>	<b>TK60 Toner for FS1800 Kyocera Printers</b>		<b>1 Each</b>	<b>\$102.05</b>
<b>015</b>	<b>TK312 Toner for FS2000 Kyocera Printers</b>		<b>1 Each</b>	<b>\$82.82</b>
<b>016</b>	<b>TK342 Toner for FS2020 Kyocera Printers</b>		<b>1 Each</b>	<b>\$89.00</b>
<b>017a</b>	<b>FS1800 Replacement Drums</b>		<b>1 Each</b>	<b>\$210.00</b>
<b>017b</b>	<b>FS1800 Replacement Fuser</b>		<b>1 Each</b>	<b>\$194.00</b>
<b>017c</b>	<b>FS1800 Replacement Developer</b>		<b>1 Each</b>	
<b>018</b>	<b>FS2020 Maintenance Kit</b>		<b>1 Each</b>	

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

**CHANGE NOTICE NO. 5**  
 to  
**CONTRACT NO. 071B2200171**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
RR Donnelley & Sons Co. 26899 Northwestern Hwy, Suite 111 Southfield, MI 48033	Kristyn Rhoades	Kristyn.rhoades@rrd.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 357-7129	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOS	Michael Butcher	(517) 636-6339	<a href="mailto:ButcherM@michigan.gov">ButcherM@michigan.gov</a>
BUYER	DTMB	Sue Cieciva	(517) 373-0301	<a href="mailto:ciecivas@michigan.gov">ciecivas@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Vehicle License Plate Tabs &amp; Registration Forms – Department of State</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 6, 2009	May 5, 2014	(2) Two-Year Options	May 5, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	Delivered	Refer to Section 1.0709 Time Frames	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
Refer to Section 1.0710 Minimum Order			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Two Years	May 5, 2016
VALUE/COST OF CHANGE NOTICE:			ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	
<b>\$3,500,000.00</b>			<b>\$6,915,450.04</b>	
Effective November 12, 2013, the first of two, two-year options on this Contract is exercised; therefore the Contract expiration date is hereby CHANGED to May 5, 2016. In addition, this Contract is hereby INCREASED by \$3,500,000.00.				
All other terms, conditions, specifications, and pricing remain unchanged.				

Per agency request dated October 10, 2013, DTMB, Procurement request dated October 14, 2013, vendor agreement by email dated October 15, 2013, and State Administrative Board approval on November 12, 2013.

Form No. DTMB-3521 (Rev. 4/2012)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Contract change will not be executed unless form is filed

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

August 15, 2013

**CHANGE NOTICE NO. 4**  
 to  
**CONTRACT NO. 071B2200171**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
RR Donnelley & Sons Co. 26899 Northwestern Hwy, Suite 111 Southfield, MI 48033	Kristyn Rhoades	Kristyn.rhoades@rrd.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 357-7129	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOS	Michael Butcher	(517) 636-6339	<a href="mailto:ButcherM@michigan.gov">ButcherM@michigan.gov</a>
BUYER	DTMB	Sue Cieciva	(517) 373-0301	<a href="mailto:ciecivas@michigan.gov">ciecivas@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: Vehicle License Plate Tabs & Registration Forms – Department of State			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 6, 2009	May 5, 2014	(2) Two-Year Options	May 5, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	Delivered	Refer to Section 1.0709 Time Frames	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
Refer to Section 1.0710 Minimum Order			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$8,000.00		\$3,415,450.04		
Effective 8/12/13, the pricing for Item No. 004 ED-74 Voter Registration is revised as follows:				
ED-74 Voter Registration				
Item No.	Order Quantity	Revised Price/TH		
004	1,250	\$33.90		

	1,000	\$35.00
	500	\$37.50
	250	\$40.28

Effective 8/12/13, Attachment C – Voter Registration Form (ED-74), is hereby changed to:

**Voter Registration Form (ED-74)**

Branch offices and Out-of-State Resident Services will all use the same voter registration form containing a blank label, currently labeled ED-74. Attachment D shows a sample.

1. Size: 8½" wide by 7" high.
2. Perforations: One horizontal perforation is required 2" below the top of the form.
3. Weight: 24# white MOCR Laser
4. Pre-Printing: The registration form will contain pre-printed text on one side; two colors of ink will be used: PMS-300 blue and black.
5. Label Affixed: Piggy-back pressure sensitive blank label attached on form, exact position to be determined. Placement cannot vary more than +/- 1/32 inch. Label shall be 4" x 2" and shall be placed 1 5/8" from bottom of form and 1/4" from right edge of form. Label to have laser lock top coating applied by vendor. 1 color ink on face on top portion of label in Blue
6. Placing Form in Printing Environment: Form must meet the flexibility of printing environment specifications as stated in printing environment detailed in this request.
7. Packaging: Shrink-wrap 500 forms per package with 2,000 forms per carton.

This Contract is hereby INCREASED by \$8,000.00.

Revised Attachment A, Forms and Attachment D, Samples are attached.

Per vendor proposal dated July 30, 2013, agency request dated July 30, 2013, and DTMB approval.

## ATTACHMENT A - FORMS

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit (Per Thousand)	Price per Unit of Measure
001	TR-1L Vehicle Registration Form	2,500	TH	\$72.27
	8,000,000/year	2,000	TH	\$73.39
		1,500	TH	\$73.46
		1,000	TH	\$74.17
		750	TH	\$79.95
		500	TH	\$82.00
002	TR-1I-DTP Dealer Direct Vehicle Registration Form	200	TH	\$85.64
	200,000/year	100	TH	\$102.53
		50	TH	\$143.00
		25	TH	\$218.00
003	BFS-46 Change of Address Form	500	TH	\$34.50
	500,000/year	250	TH	\$37.00
		130	TH	\$48.28
		50	TH	\$88.15
004	ED-74 Voter Registration	1,250	TH	\$33.90
	1,250,000/year	1,000	TH	\$35.00
		500	TH	\$37.50
		250	TH	\$40.28

## IRP Unit

005	IRP-3 IRP Registration Form	100	TH	\$120.28
	70,000/year	70	TH	\$137.34
		50	TH	\$149.53
		25	TH	\$207.85

## Self-Service

006A	TR-1K Self-Service Terminal Form	100	TH	\$119.45
	100,000/year	75	TH	\$127.99
		50	TH	\$140.10
		25	TH	\$184.05
006B	TR-1K Self Service Terminal Kit	800	Kits	\$42.00
	250 TR-1K Forms polywrapped	400	Kits	\$45.00
	1 R300 Thermal Transfer Ribbon	200	Kits	\$50.82
	1 Cleaning Card	100	Kits	\$62.30
006C	R300 Thermal Transfer Ribbon	50	Cartons	\$20.50
	3.29 x 243 2 Ribbons/carton			

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit of measure	Price per Unit of Measure
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**Internal Printing Process**

007	<b>BDVR-ENV-8 Self Mailer Registration Form</b>	2,000	TH	\$119.72
	<b>3,000,000/year</b>	1,500	TH	\$120.96
		1,000	TH	\$122.88
		500	TH	\$128.88
		250	TH	\$135.00
		200	TH	\$138.00
008	<b>BDVR-ENV-5 Self Mailer Watercraft Registration Form</b>	150	TH	\$150.25
	<b>110,000/year</b>	125	TH	\$155.95
		110	TH	\$160.50
		25	TH	\$270.30
009	<b>BDVR-ENV-9 Self-Mailer Change of Address Form</b>	200	TH	\$87.35
	<b>100,000/year</b>	150	TH	\$92.25
		100	TH	\$96.00
		74	TH	\$110.00
		50	TH	\$116.38
010	<b>Multi-Year Tabs</b>	8 Rolls		
	<b>50,000/year</b>	22,400 Decals	TH	\$124.20
		9 Rolls		
		25,200 Decals	TH	\$115.92
		12 Rolls		
		33,600 Decals	TH	\$96.15
		16 Rolls		
		44,800 Decals	TH	\$81.69
011	<b>GVW Gross Vehicle Weight Labels</b>	500	TH	\$96.15
	<b>50,000/year</b>	250	TH	\$98.35
		125	TH	\$102.90
		50	TH	\$117.90

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit of measure	Price per Unit of Measure
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**Consumables**

<b>012</b>	<b>SST Receipt Rolls</b>			
<b>A</b>	<b>9999-2107 Gen 1 – 2 rolls per carton</b>	<b>38</b>	<b>Carton</b>	<b>\$45.20</b>
<b>B</b>	<b>9999-2113 Gen II- 2 rolls per carton</b>	<b>12</b>	<b>Carton</b>	<b>\$62.60</b>
<b>013</b>	<b>R300 Ribbon for Zebra Printer SST</b>		<b>Carton</b>	<b>\$20.50</b>
<b>014</b>	<b>TK60 Toner for FS1800 Kyocera Printers</b>		<b>1 Each</b>	<b>\$102.05</b>
<b>015</b>	<b>TK312 Toner for FS2000 Kyocera Printers</b>		<b>1 Each</b>	<b>\$82.82</b>
<b>016</b>	<b>TK342 Toner for FS2020 Kyocera Printers</b>		<b>1 Each</b>	<b>\$89.00</b>
<b>017a</b>	<b>FS1800 Replacement Drums</b>		<b>1 Each</b>	<b>\$210.00</b>
<b>017b</b>	<b>FS1800 Replacement Fuser</b>		<b>1 Each</b>	<b>\$194.00</b>
<b>017c</b>	<b>FS1800 Replacement Developer</b>		<b>1 Each</b>	
<b>018</b>	<b>FS2020 Maintenance Kit</b>		<b>1 Each</b>	

This print is substituted for your form and approval. It is supplied for exact, layout, and version tower and does not reflect paper or in main. Please review your proof carefully.



**MICHIGAN VOTER REGISTRATION APPLICATION**

SAVE THIS RECEIPT.

**- IMPORTANT NOTICES -**

**TO REGISTER TO VOTE YOU MUST BE:** A United States citizen; at least 18 years of age (by election day); and a resident of Michigan and the city or township where you are applying to register to vote.

**VOTER I.D.:** Your application is not valid until accepted by the clerk of the city or township in which you reside. If you do not receive a Voter I.D. card within three weeks, contact your clerk. Save your receipt until you receive your Voter I.D. card.

**NOTE:** If you register to vote, the office where you submit your registration application will remain confidential and will be used only for voter registration purposes. If you do not wish to register to vote, your decision not to register will remain confidential and will be used only for voter registration purposes.

**Voter Declaration - Read and Sign Below. I certify that:**

- I am a citizen of the United States.
- I am a resident of the State of Michigan and will be at least a 30 day resident of my city or township by election day.
- I will be at least 18 years of age by election day.
- I authorize cancellation of any previous registration.
- The information I have provided is true to the best of my knowledge under penalty of perjury. If I have provided false information, I may be subject to a fine or imprisonment or both under Federal or State laws.

**IMPORTANT - SIGN TWO LINES BELOW**

Moving into Michigan from out of state?  
If you were registered to vote, enter your last address:

Registered under the name of: \_\_\_\_\_

Previous address: \_\_\_\_\_

County: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone Number (optional) ( \_\_\_\_\_ ) \_\_\_\_\_

E-mail Address (optional) \_\_\_\_\_

For Secretary of State Office Use Only

Non-citizen previously registered in error

Customer no longer wants to be registered

Customer left without signing

Customer Initials \_\_\_\_\_



**Proof**

+

1A

1115

1B

1115

1-000P

8110091115

FACE; PERF AS SHOWN

811009115 1A PROOF 1

<p>ARE YOU A UNITED STATES CITIZEN? <input type="checkbox"/> YES <input type="checkbox"/> NO WILL YOU BE 18 YEARS OF AGE ON OR BEFORE ELECTION DAY? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YOU CHECKED "NO" IN RESPONSE TO EITHER OF THESE QUESTIONS, DO NOT SIGN THIS FORM.</p>	<p>PROOF</p>
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LABEL

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

**CHANGE NOTICE NO. 3**  
 to  
**CONTRACT NO. 071B2200171**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
RR Donnelley & Sons Co. 26899 Northwestern Hwy, Suite 111 Southfield, MI 48033	Kristyn Rhoades	Kristyn.rhoades@rrd.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 357-7129	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOS	Michael Butcher	(517) 636-6339	<a href="mailto:ButcherM@michigan.gov">ButcherM@michigan.gov</a>
BUYER	DTMB	Sue Cieciva	(517) 373-0301	<a href="mailto:ciecivas@michigan.gov">ciecivas@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: Vehicle License Plate Tabs & Registration Forms – Department of State			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 6, 2009	May 5, 2014	(2) Two-Year Options	May 5, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	Delivered	Refer to Section 1.0709 Time Frames	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
Refer to Section 1.0710 Minimum Order			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$1,584.00		\$3,407,450.04		
Effective 11/26/12, the pricing for Item No. 010 Multi-Year Tabs is revised as follows:				
Item No.	Multi-Year Tabs	Order Quantity	Revised Price/TH	
010		8 Rolls, 22,400 decals	\$124.20	
		9 Rolls, 25,200 decals	\$115.92	
		12 Rolls, 33,600 decals	\$96.15	

		<b>16 Rolls, 44,800 decals</b>	<b>\$81.69</b>
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**Effective 11/26/12, Attachment C – Form Specifications, Multi-Year Tabs, is hereby changed to:  
(Changes in Bold)**

**Multi-Year Tabs Specifications**

The Michigan Department of State prints multi-year tabs on a Zebra 105SL printer. These tabs come on a roll not to exceed 8 inches in diameter with a core of 3 inches.

1. Current Size: Tab size to be 1-1/2" wide by 1-1/4 high; release liner is 1 5/8 x 1 1/2 with carrier slits and perforations.
2. Perforations: Perforations are required between individual tabs.
3. Color: Forms The background tab color will differ for each registration year. Colors will be selected by MDOS.
4. Label Affixed: Piggyback pressure sensitive blank label attached on form, exact position to be determined. Placement cannot vary more than +/- 1/32 inch. Tab shall be 1-1/2" wide by 1-1/4" high. Label to have laser lock top coating applied by vendor. Vendor may propose an alternate method of affixing label to form.
5. Placing Multi-year tab roll in Printing Environment: Roll must be compatible with Zebra 105SL printer
6. Quantity: Past order quantity has been 50,000 multi-year tabs ordered each year. This quantity is based on the demand of past years. This quantity may change.
7. Order Size - Provide pricing for the following order sizes: **8 Rolls (22,400), 9 rolls (25,200), 12 rolls (33,600), 16 rolls (44,800).**
8. Packaging: Shrink-wrapped approximately **2800** multi-year tabs per roll. 4 rolls per carton.

**In addition, Section 1.021 In Scope, Environment, Paragraph 8 is hereby CHANGED as follows:**

"The Renewal by Mail, Out of State Resident Services, and Vehicle Update units handle a variety of special needs related to providing customers with finished driver renewal and vehicle registration documents. The equipment and technical environment utilized by these units is the same as those used in the branch offices. **The RBM Unit utilizes a Zebra 105SL printer to print multi-year tabs and GVW labels.**"

**This Contract is hereby INCREASED by \$1,584.00**

**Revised Attachment A, Forms is attached.**

**Per vendor request by email dated November 9, 2012, agency request dated November 14, 2012, and DTMB approval.**

**ATTACHMENT A - FORMS**

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit (Per Thousand)	Price per Unit of Measure
001	TR-1L Vehicle Registration Form	2,500	TH	\$72.27
	8,000,000/year	2,000	TH	\$73.39
		1,500	TH	\$73.46
		1,000	TH	\$74.17
		750	TH	\$79.95
		500	TH	\$82.00
002	TR-1I-DTP Dealer Direct Vehicle Registration Form	200	TH	\$85.64
	200,000/year	100	TH	\$102.53
		50	TH	\$143.00
		25	TH	\$218.00
003	BFS-46 Change of Address Form	500	TH	\$34.50
	500,000/year	250	TH	\$37.00
		130	TH	\$48.28
		50	TH	\$88.15
004	ED-74 Voter Registration	1,250	TH	\$29.80
	1,250,000/year	1,000	TH	\$30.55
		500	TH	\$31.15
		250	TH	\$32.45
		100	TH	\$37.65

**IRP Unit**

005	IRP-3 IRP Registration Form	100	TH	\$120.28
	70,000/year	70	TH	\$137.34
		50	TH	\$149.53
		25	TH	\$207.85

**Self-Service**

006A	TR-1K Self-Service Terminal Form	100	TH	\$119.45
	100,000/year	75	TH	\$127.99
		50	TH	\$140.10
		25	TH	\$184.05
006B	TR-1K Self Service Terminal Kit	800	Kits	\$42.00
	250 TR-1K Forms polywrapped	400	Kits	\$45.00
	1 R300 Thermal Transfer Ribbon	200	Kits	\$50.82
	1 Cleaning Card	100	Kits	\$62.30
006C	R300 Thermal Transfer Ribbon	50	Cartons	\$20.50
	3.29 x 243 2 Ribbons/carton			

Change Notice Number 071B2200171

Contract Number 3

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit of measure	Price per Unit of Measure
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**Internal Printing Process**

007	<b>BDVR-ENV-8 Self Mailer Registration Form</b>	2,000	TH	\$119.72
	<b>3,000,000/year</b>	1,500	TH	\$120.96
		1,000	TH	\$122.88
		500	TH	\$128.88
		250	TH	\$135.00
		200	TH	\$138.00
008	<b>BDVR-ENV-5 Self Mailer Watercraft Registration Form</b>	150	TH	\$150.25
	<b>110,000/year</b>	125	TH	\$155.95
		110	TH	\$160.50
		25	TH	\$270.30
009	<b>BDVR-ENV-9 Self-Mailer Change of Address Form</b>	200	TH	\$87.35
	<b>100,000/year</b>	150	TH	\$92.25
		100	TH	\$96.00
		74	TH	\$110.00
		50	TH	\$116.38
010	<b>Multi-Year Tabs</b>	8 Rolls		
	<b>50,000/year</b>	22,400 Decals	TH	\$124.20
		9 Rolls		
		25,200 Decals	TH	\$115.92
		12 Rolls		
		33,600 Decals	TH	\$96.15
		16 Rolls		
		44,800 Decals	TH	\$81.69
011	<b>GVW Gross Vehicle Weight Labels</b>	500	TH	\$96.15
	<b>50,000/year</b>	250	TH	\$98.35
		125	TH	\$102.90
		50	TH	\$117.90

Change Notice Number 071B2200171

Contract Number 3

<b>Item No.</b>	<b>Forms Item/ Estimated Forms Per Year</b>	<b>Order Quantity</b>	<b>Unit of measure</b>	<b>Price per Unit of Measure</b>
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**Consumables**

<b>012</b>	<b>SST Receipt Rolls</b>			
<b>A</b>	<b>9999-2107 Gen 1 – 2 rolls per carton</b>	<b>38</b>	<b>Carton</b>	<b>\$45.20</b>
<b>B</b>	<b>9999-2113 Gen II- 2 rolls per carton</b>	<b>12</b>	<b>Carton</b>	<b>\$62.60</b>
<b>013</b>	<b>R300 Ribbon for Zebra Printer SST</b>		<b>Carton</b>	<b>\$20.50</b>
<b>014</b>	<b>TK60 Toner for FS1800 Kyocera Printers</b>		<b>1 Each</b>	<b>\$102.05</b>
<b>015</b>	<b>TK312 Toner for FS2000 Kyocera Printers</b>		<b>1 Each</b>	<b>\$82.82</b>
<b>016</b>	<b>TK342 Toner for FS2020 Kyocera Printers</b>		<b>1 Each</b>	<b>\$89.00</b>
<b>017a</b>	<b>FS1800 Replacement Drums</b>		<b>1 Each</b>	<b>\$210.00</b>
<b>017b</b>	<b>FS1800 Replacement Fuser</b>		<b>1 Each</b>	<b>\$194.00</b>
<b>017c</b>	<b>FS1800 Replacement Developer</b>		<b>1 Each</b>	
<b>018</b>	<b>FS2020 Maintenance Kit</b>		<b>1 Each</b>	

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

10/26/2012

**CHANGE NOTICE NO. 2**  
 to  
**CONTRACT NO. 071B2200171**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
RR Donnelley & Sons Co. 26899 Northwestern Hwy, Suite 111 Southfield, MI 48033	Kristyn Rhoades	Kristyn.rhoades@rrd.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 357-7129	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOS	Michael Butcher	(517) 636-6339	<a href="mailto:ButcherM@michigan.gov">ButcherM@michigan.gov</a>
BUYER	DTMB	Sue Cieciva	(517) 373-0301	<a href="mailto:ciecivas@michigan.gov">ciecivas@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Vehicle License Plate Tabs &amp; Registration Forms – Department of State</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 6, 2009	May 5, 2014	(2) Two-Year Options	May 5, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	Delivered	Refer to Section 1.0709 Time Frames	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
Refer to Section 1.0710 Minimum Order			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$3,405,866.04		
Effective 10/1/12, Attachment C – Form Specifications, Self-Mailer Change of Address Form (BDVR-ENV-9), is hereby changed to:				

**2. Decal is 3.125" x 5" Integrated Label with Matte Laser 2 mil Laminate**

**(Change from 1 mil laminate to 2 mil laminate to provide a more durable change of address label).  
In addition, the pricing is revised as follows:**

<b>Item No.</b>	<b>BDVR-ENV-9 Self-Mailer Change of Address Form</b>	<b>Order Qty</b>	<b>Current Price/TH</b>	<b>Revised Price/TH</b>
<b>009</b>	<b>100,000/year</b>	<b>200</b>		<b>\$87.35</b>
		<b>150</b>		<b>\$92.25</b>
		<b>100</b>	<b>\$89.00</b>	<b>\$96.00</b>
		<b>75</b>	<b>\$105.25</b>	
		<b>74</b>		<b>\$110.00</b>
		<b>50</b>	<b>\$110.00</b>	<b>\$116.38</b>

**Revised Attachment A, Forms is attached.**

**Per vendor request by email dated October 8, 2012, agency request dated October 18, 2012, and DTMB approval.**

**ATTACHMENT A - FORMS**

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit (Per Thousand)	Price per Unit of Measure
001	TR-1L Vehicle Registration Form	2,500	TH	\$72.27
	8,000,000/year	2,000	TH	\$73.39
		1,500	TH	\$73.46
		1,000	TH	\$74.17
		750	TH	\$79.95
		500	TH	\$82.00
002	TR-1I-DTP Dealer Direct Vehicle Registration Form	200	TH	\$85.64
	200,000/year	100	TH	\$102.53
		50	TH	\$143.00
		25	TH	\$218.00
003	BFS-46 Change of Address Form	500	TH	\$34.50
	500,000/year	250	TH	\$37.00
		130	TH	\$48.28
		50	TH	\$88.15
004	ED-74 Voter Registration	1,250	TH	\$29.80
	1,250,000/year	1,000	TH	\$30.55
		500	TH	\$31.15
		250	TH	\$32.45
		100	TH	\$37.65

**IRP Unit**

005	IRP-3 IRP Registration Form	100	TH	\$120.28
	70,000/year	70	TH	\$137.34
		50	TH	\$149.53
		25	TH	\$207.85

**Self-Service**

006A	TR-1K Self-Service Terminal Form	100	TH	\$119.45
	100,000/year	75	TH	\$127.99
		50	TH	\$140.10
		25	TH	\$184.05
006B	TR-1K Self Service Terminal Kit	800	Kits	\$42.00
	250 TR-1K Forms polywrapped	400	Kits	\$45.00
	1 R300 Thermal Transfer Ribbon	200	Kits	\$50.82
	1 Cleaning Card	100	Kits	\$62.30
006C	R300 Thermal Transfer Ribbon 3.29 x 243 2 Ribbons/carton	50	Cartons	\$20.50

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit of measure	Price per Unit of Measure
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#### Internal Printing Process

007	BDVR-ENV-8 Self Mailer Registration Form	2,000	TH	\$119.72
	3,000,000/year	1,500	TH	\$120.96
		1,000	TH	\$122.88
		500	TH	\$128.88
		250	TH	\$135.00
		200	TH	\$138.00
008	BDVR-ENV-5 Self Mailer Watercraft Registration Form	150	TH	\$150.25
	110,000/year	125	TH	\$155.95
		110	TH	\$160.50
		25	TH	\$270.30
009	BDVR-ENV-9 Self-Mailer Change of Address Form	200	TH	\$87.35
	100,000/year	150	TH	\$92.25
		100	TH	\$96.00
		74	TH	\$110.00
		50	TH	\$116.38
010	Multi-Year Tabs	100	TH	\$53.45
	50,000/year	50	TH	\$65.85
		25	TH	\$91.55
011	GVW Gross Vehicle Weight Labels	500	TH	\$96.15
	50,000/year	250	TH	\$98.35
		125	TH	\$102.90
		50	TH	\$117.90

#### Consumables

012	SST Receipt Rolls			
A	9999-2107 Gen 1 – 2 rolls per carton	38	Carton	\$45.20
B	9999-2113 Gen II- 2 rolls per carton	12	Carton	\$62.60
013	R300 Ribbon for Zebra Printer SST		Carton	\$20.50
014	TK60 Toner for FS1800 Kyocera Printers		1 Each	\$102.05
015	TK312 Toner for FS2000 Kyocera Printers		1 Each	\$82.82
016	TK342 Toner for FS2020 Kyocera Printers		1 Each	\$89.00
017a	FS1800 Replacement Drums		1 Each	\$210.00
017b	FS1800 Replacement Fuser		1 Each	\$194.00
017c	FS1800 Replacement Developer		1 Each	

018	FS2020 Maintenance Kit		1 Each	
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Form No. DTMB-3521 (Rev. 4/2012)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Contract change will not be executed unless form is filed

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

**CHANGE NOTICE NO. 1**

to

**CONTRACT NO. 071B2200171**

between

**THE STATE OF MICHIGAN**

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
RR Donnelley & Sons Co. 26899 Northwestern Hwy, Suite 111 Southfield, MI 48033	Kristyn Rhoades	<a href="mailto:Kristyn.rhoades@rrd.com">Kristyn.rhoades@rrd.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 357-7129	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MDOS	Michael Butcher	(517) 636-6339	<a href="mailto:ButcherM@michigan.gov">ButcherM@michigan.gov</a>
BUYER:	DTMB	Sue Ciecwa	(517) 373-0301	<a href="mailto:ciecwas@michigan.gov">ciecwas@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Vehicle License Plate Tabs &amp; Registration Forms – Department of State</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
May 6, 2009	May 5, 2014	(2) Two-Year Options	May 5, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	Delivered	Refer to Section 1.0709 Time Frames	
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
Refer to Section 1.0710 Minimum Order			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE:	NEW EXPIRATION DATE:
Effective immediately, Attachment C – Form Specifications, Change of Address Form (BFS-46), is hereby changed to:		

2. Label size is 3.125 x .5 laser printable. Integrated label with 2 Mil Matte Laser Laminate.

(Change from 1 mil laminate to 2 mil laminate to reinforce the label for durability).

In addition, the pricing is revised as follows:

Item No.	BFS-46 Change of Address Form	Order Qty	Current Price/TH	Revised Price/TH
003	500,000/year	500	\$28.00	\$34.50
		250	\$30.85	\$37.00
		130	\$36.10	\$48.28
		50	\$54.05	\$88.15

This Contract is hereby INCREASED by \$8,125.00.

Revised Attachment A, Forms is attached.

Per vendor request by email dated July 19, 2012, agency request dated July 24, 2012, and DTMB approval.

VALUE/COST OF CHANGE NOTICE:	\$8,125.00
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$3,405,866.04

## ATTACHMENT A - FORMS

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit (Per Thousand)	Price per Unit of Measure
001	TR-1L Vehicle Registration Form	2,500	TH	\$72.27
	8,000,000/year	2,000	TH	\$73.39
		1,500	TH	\$73.46
		1,000	TH	\$74.17
		750	TH	\$79.95
		500	TH	\$82.00
002	TR-1I-DTP Dealer Direct Vehicle Registration Form	200	TH	\$85.64
	200,000/year	100	TH	\$102.53
		50	TH	\$143.00
		25	TH	\$218.00
003	BFS-46 Change of Address Form	500	TH	\$34.50
	500,000/year	250	TH	\$37.00
		130	TH	\$48.28
		50	TH	\$88.15
004	ED-74 Voter Registration	1,250	TH	\$29.80
	1,250,000/year	1,000	TH	\$30.55
		500	TH	\$31.15
		250	TH	\$32.45
		100	TH	\$37.65

## IRP Unit

005	IRP-3 IRP Registration Form	100	TH	\$120.28
	70,000/year	70	TH	\$137.34
		50	TH	\$149.53
		25	TH	\$207.85

## Self-Service

006A	TR-1K Self-Service Terminal Form	100	TH	\$119.45
	100,000/year	75	TH	\$127.99
		50	TH	\$140.10
		25	TH	\$184.05
006B	TR-1K Self Service Terminal Kit	800	Kits	\$42.00
	250 TR-1K Forms polywrapped	400	Kits	\$45.00
	1 R300 Thermal Transfer Ribbon	200	Kits	\$50.82
	1 Cleaning Card	100	Kits	\$62.30
006C	R300 Thermal Transfer Ribbon	50	Cartons	\$20.50
	3.29 x 243 2 Ribbons/carton			

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit of measure	Price per Unit of Measure
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**Internal Printing Process**

<b>007</b>	<b>BDVR-ENV-8 Self Mailer Registration Form</b>	<b>2,000</b>	<b>TH</b>	<b>\$119.72</b>
	<b>3,000,000/year</b>	<b>1,500</b>	<b>TH</b>	<b>\$120.96</b>
		<b>1,000</b>	<b>TH</b>	<b>\$122.88</b>
		<b>500</b>	<b>TH</b>	<b>\$128.88</b>
		<b>250</b>	<b>TH</b>	<b>\$135.00</b>
		<b>200</b>	<b>TH</b>	<b>\$138.00</b>
<b>008</b>	<b>BDVR-ENV-5 Self Mailer Watercraft Registration Form</b>	<b>150</b>	<b>TH</b>	<b>\$150.25</b>
	<b>110,000/year</b>	<b>125</b>	<b>TH</b>	<b>\$155.95</b>
		<b>110</b>	<b>TH</b>	<b>\$160.50</b>
		<b>25</b>	<b>TH</b>	<b>\$270.30</b>
<b>009</b>	<b>BDVR-ENV-9 Self-Mailer Change of Address Form</b>	<b>100</b>	<b>TH</b>	<b>\$89.00</b>
	<b>100,000/year</b>	<b>75</b>	<b>TH</b>	<b>\$105.25</b>
		<b>50</b>	<b>TH</b>	<b>\$110.00</b>
<b>010</b>	<b>Multi-Year Tabs</b>	<b>100</b>	<b>TH</b>	<b>\$53.45</b>
	<b>50,000/year</b>	<b>50</b>	<b>TH</b>	<b>\$65.85</b>
		<b>25</b>	<b>TH</b>	<b>\$91.55</b>
<b>011</b>	<b>GVW Gross Vehicle Weight Labels</b>	<b>500</b>	<b>TH</b>	<b>\$96.15</b>
	<b>50,000/year</b>	<b>250</b>	<b>TH</b>	<b>\$98.35</b>
		<b>125</b>	<b>TH</b>	<b>\$102.90</b>
		<b>50</b>	<b>TH</b>	<b>\$117.90</b>

**Consumables**

<b>012</b>	<b>SST Receipt Rolls</b>			
<b>A</b>	<b>9999-2107 Gen 1 – 2 rolls per carton</b>	<b>38</b>	<b>Carton</b>	<b>\$45.20</b>
<b>B</b>	<b>9999-2113 Gen II- 2 rolls per carton</b>	<b>12</b>	<b>Carton</b>	<b>\$62.60</b>
<b>013</b>	<b>R300 Ribbon for Zebra Printer SST</b>		<b>Carton</b>	<b>\$20.50</b>
<b>014</b>	<b>TK60 Toner for FS1800 Kyocera Printers</b>		<b>1 Each</b>	<b>\$102.05</b>
<b>015</b>	<b>TK312 Toner for FS2000 Kyocera Printers</b>		<b>1 Each</b>	<b>\$82.82</b>
<b>016</b>	<b>TK342 Toner for FS2020 Kyocera Printers</b>		<b>1 Each</b>	<b>\$89.00</b>
<b>017a</b>	<b>FS1800 Replacement Drums</b>		<b>1 Each</b>	<b>\$210.00</b>
<b>017b</b>	<b>FS1800 Replacement Fuser</b>		<b>1 Each</b>	<b>\$194.00</b>
<b>017c</b>	<b>FS1800 Replacement Developer</b>		<b>1 Each</b>	
<b>018</b>	<b>FS2020 Maintenance Kit</b>		<b>1 Each</b>	

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

**CHANGE OF CONTRACTOR NAME AND OR TAX IDENTIFICATION NUMBER**

**CONTRACT NO. 071B9200216**

Hereafter referred as

**CONTRACT NO. 071B2200171**

Between

**THE STATE OF MICHIGAN**

And

CURRENT NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
RR Donnelley & Sons Co.  26899 Northwestern Hwy, Suite 111 Southfield, MI 48033	Kristyn Rhoades	<a href="mailto:Kristyn.rhoades@rrd.com">Kristyn.rhoades@rrd.com</a>
	TELEPHONE	NEW CONTRACTOR #, MAIL CODE
	(248) 357-7129	

PREVIOUS NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
RR Donnelley Moore Wallace N. A.  26899 Northwestern Hwy, Suite 111 Southfield, MI 48033	Kristyn Rhoades	<a href="mailto:Kristyn.rhoades@rrd.com">Kristyn.rhoades@rrd.com</a>
	TELEPHONE	PREVIOUS CONTRACTOR #, MAIL CODE
	(248) 357-7129	

**DESCRIPTION OF CHANGE NOTICE:**

THE CONTRACTOR HAS NOTIFIED THE STATE OF MICHIGAN OF A CHANGE IN ITS BUSINESS NAME AND OR TAX IDENTIFICATION NUMBER. DUE TO THE INTERNAL SYSTEMS RELATED TO THE RELEASE OF CONTRACTOR PAYMENTS, A NEW CONTRACT NUMBER MUST BE ASSIGNED. THE NEW CONTRACT NUMBER IS 071B2200171.. EXCEPT FOR THE NEWLY-ASSIGNED NUMBER, THE CONTRACT TERMS AND CONDITIONS REMAIN IN EFFECT.

AMOUNT REMAINING ON CONTRACT # 071B920216  
TO BE TRANSFERRED TO CONTRACT # 071B2200171

**\$3,397,741.04**

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**FOR THE CONTRACTOR:**

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Firm Name

**RR Donnelley & Sons Co.**

---

Authorized Agent Signature

---

Authorized Agent (Print or Type)

---

Date

---

---

**FOR THE STATE:**

---

Signature

**Jeff Brownlee, Chief Procurement Officer**

---

Name/Title

**DTMB Procurement**

---

DTMB/Procurement

---

Date

Form No. DMB 234A (Rev. 1/96)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Failure to deliver in accordance with Contract  
 terms and conditions and this notice may be considered  
 in default of Contract

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET    February 17, 2012  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 6  
 TO  
 CONTRACT NO. 071B9200216  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF CONTRACTOR <b>RR Donnelley          Moore Wallace N.A.          26899 Northwestern Hwy., Suite 111          Southfield, MI 48033</b>  <p style="text-align: right;"><b>Email: kristyn.rhoades@rrd.com</b></p>	TELEPHONE - Kristyn Rhoades <b>(248) 357-7129</b>  CONTRACTOR NUMBER/MAIL CODE  BUYER/CA (517) 373-0301 <b>Sue Cieciva</b>
CONTRACT COMPLIANCE INSPECTOR: Michael Butcher <b>Vehicle License Plate Tabs &amp; Registration Forms – Department of State</b>	
CONTRACT PERIOD: 5 yrs + 2 two-year options    From: <b>5/6/2009</b> To: <b>5/5/2014</b>	
TERMS <p style="text-align: center;"><b>N/A</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>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE(S):**

**Effective February 16, 2012 the Buyer has been changed to:**

**Sue Cieciva  
 Phone: (517) 373-0301  
 ciecivas@michigan.gov**

**AUTHORITY/REASON:**

**Per DTMB Procurement's approval.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$8,631,583.50**

Form No. DMB 234A (Rev. 1/96)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Failure to deliver in accordance with Contract  
 terms and conditions and this notice may be considered  
 in default of Contract

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**      **January 30, 2012**  
**PROCUREMENT**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

**CHANGE NOTICE NO. 5**  
**TO**  
**CONTRACT NO. 071B9200216**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>RR Donnelley</b> <b>Moore Wallace N.A.</b> <b>26899 Northwestern Hwy., Suite 111</b> <b>Southfield, MI 48033</b>  <p style="text-align: right;"><b>Email: kristyn.rhoades@rrd.com</b></p>	TELEPHONE - Kristyn Rhoades <b>(248) 357-7129</b>  CONTRACTOR NUMBER/MAIL CODE  BUYER/CA (517) 241-7233 <b>Donald Mandernach</b>
CONTRACT COMPLIANCE INSPECTOR: Michael Butcher <b>Vehicle License Plate Tabs &amp; Registration Forms – Department of State</b>	
CONTRACT PERIOD: 5 yrs + 2 two-year options      From: <b>5/6/2009</b> To: <b>5/5/2014</b>	
TERMS <p style="text-align: center;"><b>N/A</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>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE(S):**

**Effective January 27, 2012, Toner TK352 is added to this Contract per agency request and ITRAC C20111215-133313. Please see attached.**

**AUTHORITY/REASON:**

**Per Department of State request dated December 15, 2011, and vendor approval dated January 27, 2012.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$8,631,583.50**

Contract No. 071B9200216  
Change Notice No. 5  
Signature Block

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**FOR THE CONTRACTOR:**

**RR Donnelley**

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

**FOR THE STATE:**

Signature

**Jeff Brownlee, Chief Procurement Officer**

Name/Title

**DTMB-Procurement**

Division

Date

**Contract No. 071B9200216**  
**Change Notice No. 5**

<b>Consumable Items</b>	<b>Unit</b>	<b>Minimum Order Quantity</b>	<b>Years 2-5 Price Per Unit</b>
<b>IRP Printer Toner Manufacturer/Model # Kyocera FS3920 OEM Toner TK352</b>	<b>EA</b>	<b>15</b>	<b>\$98.00</b>

Form No. DMB 234A (Rev. 1/96)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Failure to deliver in accordance with Contract  
 terms and conditions and this notice may be considered  
 in default of Contract

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

10/12/2011

**CHANGE NOTICE NO. 4**  
**TO**  
**CONTRACT NO. 071B9200216**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>RR Donnelley</b> <b>Moore Wallace N.A.</b> <b>26899 Northwestern Hwy., Suite 111</b> <b>Southfield, MI 48033</b>  <p style="text-align: right;"><b>Email: kristyn.rhoades@rrd.com</b></p>	TELEPHONE - Kristyn Rhoades <b>(248) 357-7129</b>  CONTRACTOR NUMBER/MAIL CODE  BUYER/CA (517) 241-7233 <b>Donald Mandernach</b>
CONTRACT COMPLIANCE INSPECTOR: Michael Butcher <b>Vehicle License Plate Tabs &amp; Registration Forms – Department of State</b>	
CONTRACT PERIOD: 5 yrs + 2 two-year options      From: <b>5/6/2009</b> To: <b>5/5/2014</b>	
TERMS <p style="text-align: center;"><b>N/A</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>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE(S):**

**Effective 10/12/2011, updated Printer Maintenance, Maintenance Kits and Price Changes to reflect Printers that were installed for this Contract.**

**AUTHORITY/REASON:**

**Per Department of State request dated 10/12/2011 and DTMB Purchasing approval date 10/12/2011.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$8,631,583.50**

## Printer Maintenance

Updated 10-11-2011 to correct printer models that were actually installed.

Cost includes a replacement Maintenance kit on all printers at 3 years or 300,000 prints.

Maintenance / Service Item	Quantity	Unit	Year 1* Mtce. Price Per Unit	Years 2-5 Mtce. Price Per Unit	Total Mtce. Price 5 Years
<b>Branch Printer Maintenance Kyocera FS2020DN</b>	<b>715</b>	<b>EA</b>	\$444.96	\$444.96	\$1,590,732.00
<b>Additional Branch Printer Maintenance Kyocera FS2020DN</b>	<i>As Required</i>	<b>EA</b>	\$444.96	\$444.96	\$444.96
<b>IRP Printer Maintenance Kyocera FS3920/DN Printer</b>	<b>2</b>	<b>EA</b>	\$444.96	\$444.96	\$4449.60
<b>Train the Trainer</b>			<b>N/A</b>	<b>N/A</b>	\$0
<b>Other Services (Identify)</b>					\$0
<b>Total 5 Years Maintenance Amount:</b>					\$1,595,626.56

Consumable Items	Quantity	Unit	Year 1* Price Per Unit	Years 2-5 Price Per Unit	Total Consumables Amount 5 Years
<b>Branch Printer Toner Manufacturer/Model # Kyocera FS2020 OEM Toner TK342</b>	<b>1662 per year</b>	<b>EA</b>	\$89.00	\$89.00	\$739,590.00
<b>IRP Printer Toner Manufacturer/Model # Kyocera FS3920 OEM Toner TK312</b>	<b>6 per year</b>	<b>EA</b>	\$98.00	\$98.00	\$2,940.00
<b>Total 5 Years Consumables Amount:</b>					\$742,530.00

Maintenance Cost on printers is charged per printer per month. Service is charged a month in advance.

Toner is charged as shipped on the monthly summary invoice.

Form No. DMB 234A (Rev. 1/96)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Failure to deliver in accordance with Contract  
 terms and conditions and this notice may be considered  
 in default of Contract

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET** September 28, 2011  
**PURCHASING OPERATIONS**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

**CHANGE NOTICE NO. 3**  
**TO**  
**CONTRACT NO. 071B9200216**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>RR Donnelley</b> <b>Moore Wallace N.A.</b> <b>26899 Northwestern Hwy., Suite 111</b> <b>Southfield, MI 48033</b> <b>Email: kristyn.rhoades@rrd.com</b>		TELEPHONE - Kristyn Rhoades <b>(248) 357-7129</b>
		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-7233 <b>Donald Mandernach</b>
CONTRACT COMPLIANCE INSPECTOR: Michael Butcher <b>Vehicle License Plate Tabs &amp; Registration Forms – Department of State</b>		
CONTRACT PERIOD: 5 yrs + 2 two-year options      From: <b>5/6/2009</b> To: <b>5/5/2014</b>		
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>	
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>	
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other		
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

**NATURE OF CHANGE(S):**

**Effective 9/22/2011, revised quantities with prices for the items on the attached pages are implemented per vendor request and agency approval.**

**AUTHORITY/REASON:**

**Per Department of State request dated 7/28/2011 and DTMB Purchasing approval date 9/13/2011.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$8,631,583.50**

**RR Donnelley**  
**Revised Tab Pricing for 1.5 Mil Polyester Liner**

**Tab  
Forms**

Item No.	Forms Item /Estimated Forms Per Year	Order Quantity	Unit Per Thousand)	Price Per Unit of Measure
001	TR-1L Vehicle Registration Form 8,000,000/year	2,500	TH	\$72.27
		2,000	TH	\$73.39
		1,500	TH	\$73.46
		1,000	TH	\$74.17
		750	TH	\$79.95
		500	TH	\$82.00
002	TR-1I-DTP Dealer Direct Vehicle Registration Form 200,000/year	200	TH	\$85.64
		100	TH	\$102.53
		50	TH	\$143.00
		25	TH	\$218.00
003	BFS-46 Change of Address Form 500,000/year	500	TH	\$28.00
		250	TH	\$30.85
		125	TH	\$36.10
		50	TH	\$54.05
004	ED-74 Voter Registration 1,250,000/year	1,250	TH	\$29.80
		1,000	TH	\$30.55
		500	TH	\$31.15
		250	TH	\$32.45
		100	TH	\$37.65

**IRP Unit**

005	IRP-3 IRP Registration Form 70,000/year	100	TH	\$120.28
		70	TH	\$137.34
		50	TH	\$149.53
		25	TH	\$207.85

**Self-Service**

006A	TR-1K Self-Service Terminal Form 100,000/year	100	TH	\$119.45
		75	TH	\$127.99
		50	TH	\$140.10
		25	TH	\$184.05
006B	TR-1K Self-Service Terminal Kit 250 TR-1K Forms polywrapped 1 R300 Thermal Transfer Ribbon 1 Cleaning Card	800	Kits	\$42.00
		400	Kits	\$45.00
		200	Kits	\$50.82
		100	Kits	\$62.30
006C	R300 Thermal Transfer Ribbon 3.29 x 243 2 Ribbons/Carton	50	Cartons	\$20.50

**Internal Printing Process**

007	BDVR-ENV-8 Self Mailer Registration Form	2,000	TH	\$119.72
	3,000,000/year	1,500	TH	\$120.96
		1,000	TH	\$122.88
		500	TH	\$128.88
		250	TH	\$135.00
		200	TH	\$138.00
008	BDVR-ENV-5 Self Mailer Watercraft Registration Form	150	TH	\$150.25
	110,000/year	125	TH	\$155.95
		110	TH	\$160.50
		25	TH	\$270.30

009	BDVR-ENV-9 Self Mailer Change of Address Form	100	TH	\$89.00
	100,000/year	75	TH	\$105.25
		50	TH	\$110.00
010	Multi-Year Tabs	100	TH	\$53.45
	50,000/year	50	TH	\$65.85
		25	TH	\$91.55
011	GVW Gross Vehicle Weight Labels	500	TH	\$96.15
	50,000/year	250	TH	\$98.35
		125	TH	\$102.90
		50	TH	\$117.90

**Consumables**

012	SST Receipt Rolls			
A	9999-2107 Gen 1 - 2 Rolls per Carton	38	Carton	\$45.20
B	9999-2113 Gen II – 2 Rolls per Carton	12	Carton	\$62.60
013	R300 Ribbon for Zebra printer SST		Carton	\$20.50
014	TK60 Toner for FS1800 Kyocera Printers		1 Each	\$102.05
015	TK312 Toner for FS2000 Kyocera Printers		1 Each	\$82.82
016	TK342 Toner for FS2020 Kyocera Printers		1 Each	\$89.00
017a	FS1800 Replacement Drums		1 Each	\$210.00
017b	FS1800 Replacement Fuser		1 Each	\$194.00
017c	FS1800 Replacement Developer		1 Each	
018	FS2020 Maintenance Kit		1 Each	

Form No. DMB 234A (Rev. 1/96)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Failure to deliver in accordance with Contract  
 terms and conditions and this notice may be considered  
 in default of Contract

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

March 4, 2011

**CHANGE NOTICE NO. 2  
 TO  
 CONTRACT NO. 071B9200216  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF CONTRACTOR <b>RR Donnelley          Moore Wallace N.A.          26899 Northwestern Hwy., Suite 111          Southfield, MI 48033</b>  <p style="text-align: right;"><b>Email: kristyn.rhoades@rrd.com</b></p>	TELEPHONE - Kristyn Rhoades <b>(248) 357-7129</b>  CONTRACTOR NUMBER/MAIL CODE  BUYER/CA (517) 241-7233 <b>Donald Mandernach</b>
CONTRACT COMPLIANCE INSPECTOR: Michael Butcher <b>Vehicle License Plate Tabs &amp; Registration Forms – Department of State</b>	
CONTRACT PERIOD: 5 yrs + 2 two-year options      From: <b>5/6/2009</b> To: <b>5/5/2014</b>	
TERMS  <p style="text-align: center;"><b>N/A</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>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE(S):**

**Effective 2/25/2011, revised pricing for the items on the attached pages are implemented per vendor request and agency approval.**

**AUTHORITY/REASON:**

**Per Department of State request dated 2/24/2011 and DTMB Purchasing approval date 2/25/2011.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$8,631,583.50**

**RR Donnelley**  
**Revised Tab Pricing for 1.5 Mil Polyester Liner**

**Tab  
Forms**

Item No.	Forms Item /Estimated Forms Per Year	Order Quantity	Unit (Per Thousand)	Price Per Unit of Measure
001	TR-1L Vehicle Registration Form	2,500	TH	\$72.27
	8,000,000/year	2,500	TH	\$73.39
		1,500	TH	\$73.46
		1,000	TH	\$74.17
	Construction changed to Decal on 1.5 mil poly liner			
002	TR-1I-DTP Dealer Direct Vehicle	200	TH	\$85.64
	Registration Form	100	TH	\$102.53
	200,000/year	50	TH	\$143.00
		25	TH	\$218.00
	Construction changed to Decal on 1.5 mil poly liner			

**IRP**

005	IRP-3 IRP Registration Form	100	TH	\$120.28
	70,000/year	70	TH	\$137.34
		50	TH	\$149.53
		25	TH	\$207.85
	Construction changed to Decal on 1.5 mil poly liner			

**Self-Service**

006A	<b>TR-1K Self-Service Terminal Form</b>	100	TH	\$119.45
	<b>100,000/year</b>	75	TH	\$127.99
		50	TH	\$140.10
		25	TH	\$184.05
	Construction changed to Decal on 1.5 mil poly liner			
006B	<b>TR-1K Self-Service Terminal Kit</b>			
	<b>250 TR-1K Forms polywrapped</b>			
	<b>1 R300 Thermal Transfer Ribbon</b>			
	<b>1 Cleaning Card</b>	100	Kits	\$62.30
	<b>Addition of a Kit which includes all consumables</b>			

**Internal Printing Process**

007	BDVR-ENV-8 Self Mailer Registration Form	2,000	TH	\$119.72
	3,000,000/year	1,500	TH	\$120.96
		1,000	TH	\$122.88
		500	TH	\$128.88
	Construction changed to Decal on 1.5 mil poly liner			
009	BDVR-ENV-9 Self Mailer Change of Address Form	100	TH	\$89.00
	100,000/year	75	TH	\$105.25
		50	TH	\$110.00
	Integrated Label-Pricing Correction			

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

September 9, 2009

CHANGE NOTICE NO. 1  
 TO  
 CONTRACT NO. 071B9200216  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF CONTRACTOR <b>R R Donnelley Moore Wallace N. A. 26899 Northwestern Hwy., Suite 111 Southfield, MI 48033</b>		TELEPHONE Kristyn Rhoades <b>(248) 357-7129</b>
		CONTRACTOR NUMBER/MAIL CODE
Email kristyn.rhoades@rrd.com:		BUYER/CA (517)241-1647 <b>Irene Pena, CPPB</b>
Contract Compliance Inspector: Michael Butcher <b>Vehicle License Plate Tabs &amp; Registration Forms – Department of State</b>		
CONTRACT PERIOD: 5 yrs. + 2 two-year options From: <b>5/6/2009</b> To: <b>5/5/2014</b>		
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>	
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		
MISCELLANEOUS INFORMATION:		

**NATURE OF CHANGE(S):**

Effective immediately this Contract is hereby INCREASED to cover the attached additional items being added to the Contract.

In addition the attached addendum is hereby incorporated into this Contract.

**AUTHORITY/REASON:**

PER DMB Purchasing Operations.

**INCREASE: \$172,228.50**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$8,631,583.50**

# RR DONNELLEY

6-4-09

**Contract # 071B9200216**

**Vehicle License Plate Tabs & Registrations Forms-Department of State**

**Additional Items for Contract:**

<u>Item #</u>	<u>Description</u>	<u>UOM</u>	<u>Price per UOM</u>	<u>Comments</u>
R300	Zebra II Ribbon	Carton	\$20.50	2 ribbons per carton
TR-1K Kit	250 TR-1K Forms 1 Cleaning Card 1 R300 Ribbon	Kit	\$50.82/kit	250 Forms per kit Based on 50M
TK342	Toner for FS2020 Laser Printer	Each	\$89.00	
Price Change Only:				
TR-1K	Thermal Transfer Vehicle License Stock For SSTs.	1,000	\$142.00	Based on 5pt Tag stock

**Installation of Printers:**

If Printers are replaced out of the Hot Spare Pool as needed (as they break down), the installation cost will be \$50.00/printer.

Once Printers are replaced on a roll-out by location, the attached installation charge schedule will apply.



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Excel\State of MI Ins'

# RR DONNELLEY

## TRANSFERRED INVENTORY ADDENDUM TO CONTRACT NUMBER 071B9200216

THIS TRANSFERRED INVENTORY ADDENDUM (this "Addendum") is made and entered as of September 1, 2009 (the "Addendum Effective Date") by and between R. R. Donnelley & Sons Company, a Delaware corporation d/b/a RR Donnelley ("RR Donnelley"), with offices located at 111 South Wacker Drive, Chicago, IL 60606 and The State of Michigan ("Customer") with offices located at Department of Management and Budget, Purchasing Operations, 530 W. Allegan, Lansing, MI 48933

**WHEREAS**, Customer wishes to obtain storage and distribution services from RR Donnelley related to certain printed materials owned by Customer

**WHEREAS**, RR Donnelley and Customer have entered into that certain Contract Number 07B9200216 dated 5/6/2009 (the "Contract") which sets forth certain terms and conditions applicable to products and services provided from RR Donnelley to Customer; and

**WHEREAS**, RR Donnelley and Customer agree to apply the terms from the Contract to the Services to be provided hereunder, and to set forth in this Addendum certain additional terms and conditions applicable to this transaction

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Customer and RR Donnelley hereby agree as follows:

1. **Incorporation of Terms** The terms and conditions of the Contract are hereby incorporated into this Addendum by this reference. If the parties amend the Contract to change any of the terms and conditions of the Contract, the terms and conditions as so amended shall be deemed incorporated into this Addendum. The capitalized terms used but not defined in this Addendum shall have the meaning assigned them in the Contract.

2. **Distribution of Products**, RR Donnelley agrees to store and distribute as authorized by Customer printed materials ("Products") pursuant to this Addendum.

3. **Warehousing Services**

3.1 **Fees**.

	Transferred Inventory (Customer Owned)
Order Handling / Shipping	\$7.00 per carton
Storage – Pallet	\$12.00 per pallet per month

3.2 **Storage Period** The maximum storage period is twelve months, prior to the storage period expiration Customer will be notified of the pending expiration and asked to choose between the following options a) ship remaining Product to Customer or b) destroy remaining Product at Customer's option

4. **Security Products** Upon written notice by Customer that all or part of the Products or Transferred Inventory to be stored hereunder are instruments which are or may become readily negotiable, transferable, or convertible (including signature imprinted checks and drafts, money orders, travelers check, auto licenses and titles, lottery tickets, warrants, bonds, contest and game cards, gasoline requisition Products or Transferred Inventory, and the like), RR Donnelley shall institute and maintain its standard security procedures to safeguard the Products or Transferred Inventory during storage RR Donnelley shall have no other or further responsibility to safeguard the Products or Transferred Inventory unless RR Donnelley has agreed, in writing, to institute and maintain specific additional or substitute procedural safeguards and Customer has fully paid the additional charges attributable thereto

5. **Freight Charges**. All prices and charges are F O B. Origin, Prepaid and Charged Back so that Customer shall pay delivery charges from the warehouse to the Customer location

6. **Insurance** RR Donnelley shall maintain fire and extended coverage insurance on all Products stored in its warehouse, which premium is included in the purchase price indicated on Exhibit A

7. **Addendum Initial Term** This Addendum shall be effective upon the Addendum Effective Date and shall remain in full force and effect thereafter for a period of one (1) year (the "Addendum Initial Term")

IN WITNESS WHEREOF, RR Donnelley and Customer have caused this Addendum to be signed and delivered by their duly authorized officers, all as of the date first written above

**R. R. Donnelley & Sons Company**

**State of Michigan**

<b>By:</b> _____	<b>By:</b> _____
<b>Name:</b> _____	<b>Name:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Schedule A**  
**To Warehousing And Fulfillment Addendum**  
**Transferred Inventory**

1. **General Terms** RR Donnelley and Customer may identify certain products owned by Customer that RR Donnelley may agree to transfer into RR Donnelley's warehouse ("Transferred Inventory") and distribute to Customer. RR Donnelley's acceptance of Transferred inventory is subject to all applicable terms of the Agreement, including those relating to insurance and expired inventory provisions. Distribution of Transferred Inventory is limited to predefined units of measure. Only goods reasonably anticipated by Customer to be consumed within six (6) months are to be transferred to RR Donnelley.
2. **Transferred Inventory Representation** Customer represents and warrants that; (a) it has good and marketable title to all of the Transferred Inventory and that there are no liabilities or obligations of any nature, whether accrued, absolute, contingent or otherwise, including tax liabilities, due or to become due; and (b) the Transferred Inventory is free and clear of any and all liens and encumbrances; and (c) to the best of its knowledge, the Transferred Inventory is not in breach of the terms and conditions of any contracts. Customer will defend, indemnify and hold RR Donnelley harmless from and against liabilities, claims, damages, loss, costs, and expenses arising out of any alleged breach of the terms and conditions of any such contract. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, RR DONNELLEY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO TRANSFERRED INVENTORY TRANSFERRED FROM CUSTOMER TO RR DONNELLEY AND IT BEING UNDERSTOOD THAT THE TRANSFERRED INVENTORY IS TO BE TRANSFERRED IN AN "AS IS, WHERE IS" CONDITION. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY EXCLUDED.
3. **Receipt**. Transferred Inventory must meet the following criteria:
  - a) Each carton must be clearly labeled with item number, item description, quantity per carton and quantity per pack (or appropriate packing unit). Cartons of the same item must be consolidated (i.e. not scattered among several pallets) and different items must not be included within an individual carton.
  - b) Pallets must be 40 inches by 48 inches and must include the packing list showing all items and quantities on each pallet. Each shipment must contain a master list showing all items and quantities for that shipment.
  - c) Any verification or inspection of Transferred Inventory by RR Donnelley will be limited solely to confirming that the number of skids, cartons or packages received are the same as the number of skids, cartons or packages shown on the accompanying delivery ticket, and RR Donnelley shall have no liability for any shortages, defects, damages, non-conformance with specifications or other problems associated with the Transferred Inventory.
  - d) The value of the Transferred Inventory by stock keeping unit must be detailed on separate documentation received in advance of shipment to RR Donnelley in order to establish RR Donnelley's property insurance obligation of the Transferred Inventory while in RR Donnelley's care and custody.
4. **Inventory Take Over**. Customer shall be responsible for all shipping and insurance costs until the product reaches the dock of the appropriate RR Donnelley facility. Products or Transferred Inventory shall be placed into RR Donnelley inventory as Customer owned, pre-paid inventory. RR Donnelley shall not be responsible for shrinkage or loss of weight, nor for loss or damage to Transferred Inventory resulting from improper packing, insufficient cooperage, breakage, boxing, crating, wear and tear, inherent qualities of the Transferred Inventory, leakage, failure to detect same, or concealed loss or damage.
5. **Storage and Handling Fees**. Transferred Inventory will be subject to the fees outlined in Article 3.1 of the Transferred Inventory Addendum.
6. **Inventory Reconciliation** No claims for inventory shortages shall be considered unless 1) the shortage is in excess of a full carton loss of product and has been accepted and approved by RR Donnelley, 2) credit for inventory overages discovered within thirty (30) days of the shortage are applied to the shortages to calculate a net inventory variance and 3) the inventory shortage is greater than ten percent (10%) of original receipt for the specific product. The net variance will be calculated based on Customer's verifiable Supplied Material. RR Donnelley's maximum liability for any and all claims arising from inventory reconciliation shall be \$5000 per incident and \$50,000 annually of the affected Supplied material tendered for storage hereunder which may have been lost.
7. **Transferred Inventory Liability** RR Donnelley shall not be liable for any loss or injury to Transferred Inventory stored however caused unless such loss or injury resulted from the failure of RR Donnelley to exercise such care in regard to them as a reasonably careful person would exercise under like circumstances, and RR Donnelley is not liable for damages which could not have been avoided by the exercise of such care. Customer shall be responsible for all shipping and insurance costs. Transferred Inventory shall be placed into RR Donnelley's warehouse as Customer owned, pre-paid inventory. RR Donnelley shall not be responsible for shrinkage or loss of weight, nor for loss or damage to Transferred Inventory resulting from improper packing, insufficient cooperage, breakage, boxing, crating, wear and tear, inherent qualities of the Customer Supplied Material.

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

May 11, 2009

**NOTICE**  
**OF**  
**CONTRACT NO. 071B9200216**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>R R Donnelley</b> <b>Moore Wallace N. A.</b> <b>26899 Northwestern Hwy., Suite 111</b> <b>Southfield, MI 48033</b>	TELEPHONE Kristyn Rhoades <b>(248) 357-7129</b>
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517)241-1647 <b>Email: Irene Pena, CPPB</b>
Contract Compliance Inspector: Michael Butcher <b>Vehicle License Plate Tabs &amp; Registration Forms – Department of State</b>	
CONTRACT PERIOD: 5 yrs. + 2 two-year options From: <b>5/6/2009</b> To: <b>5/5/2014</b>	
TERMS <p style="text-align: center;"><b>N/A</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:	

**TOTAL ESTIMATED CONTRACT VALUE: \$8,459,355.00**

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

**CONTRACT NO. 071B9200216**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>R R Donnelley</b> <b>Moore Wallace N. A.</b> <b>26899 Northwestern Hwy., Suite 111</b> <b>Southfield, MI 48033</b>	TELEPHONE Kristyn Rhoades <b>(248) 357-7129</b> CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517)241-1647 <b>Email: Irene Pena, CPPB</b>
Contract Compliance Inspector: Michael Butcher <b>Vehicle License Plate Tabs &amp; Registration Forms – Department of State</b>	
CONTRACT PERIOD: 5 yrs. + 2 two-year options From: <b>5/6/2009</b> To: <b>5/5/2014</b>	
TERMS <p style="text-align: center;"><b>N/A</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>The terms and conditions of this Contract are those of ITB #071I9200034, this Contract Agreement and the vendor's quote dated 12/11/08. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</b>	
<b>Estimated Contract Value: \$8,459,355.00</b>	

**THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I9200035. Orders for delivery will be issued directly by the Department of Department of State through the issuance of a Purchase Order Form.**

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

<b>FOR THE CONTRACTOR:</b>	<b>FOR THE STATE:</b>
Firm Name	Signature Anthony DesChenes
Authorized Agent Signature	Name/Title Commodities Division
Authorized Agent (Print or Type)	Division
Date	Date



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- B MDOS Branch Office Locations
- C Form Specifications
- D Printing Environment Specifications
- E Sample Forms
- F Acronyms



**DEFINITIONS**

“Days” means calendar days unless otherwise specified.

“24x7x365” means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

“Additional Service” means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“Audit Period” has the meaning given in **Section 2.093**.

“Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.

“Blanket Purchase Order” is an alternate term for Contract and is used in the States computer system.

“Business Critical” means any function identified in any Statement of Work as Business Critical.

“Chronic Failure” is defined in any applicable Service Level Agreements.

“Deleted – Not Applicable” means that section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

“Deliverable” means physical goods and/or commodities as required or identified by a Statement of Work

“DMB” means the Michigan Department of Management and Budget

“Environmentally preferable products” means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

“Excusable Failure” has the meaning given in **Section 2.214**.

“Hazardous material” means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

“Incident” means any interruption in Services.

“ITB” is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders

“Key Personnel” means any Personnel designated in **Section 1.031** as Key Personnel.

“New Work” means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.



“Ozone-depleting substance” means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

“Post-Consumer Waste” means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

“Post-Industrial Waste” means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

“Recycling” means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

“Reuse” means using a product or component of municipal solid waste in its original form more than once.

“RFP” means a Request for Proposal designed to solicit proposals for services.

“Services” means any function performed for the benefit of the State.

“Source reduction” means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

“State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

“Subcontractor” means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

“Unauthorized Removal” means the Contractor’s removal of Key Personnel without the prior written consent of the State.

“Waste prevention” means source reduction and reuse, but not recycling.

“Waste reduction”, or “pollution prevention” means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

“Work in Progress” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

“Work Product” refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of and in furtherance of performing the services required by this Contract.



**Article 1 – Statement of Work (SOW)**

**1.010 Project Identification**

**1.011 Project Request**

This is a Contract for Departmental forms along with a compatible printing environment to be used in the Michigan Department of State (MDOS) branch offices and internal units. Maintenance of the proposed printing environment as well as associated printing equipment supplies will also be provided by the Contractor. Pricing on this Contract includes the purchase price, the lease/purchase price, the yearly operational cost, the cost of yearly maintenance, and the cost of forms and consumables such as toner.

**Note: The vendor will be able to support the current MDOS printing environment until the recommended printing solution can be implemented. The successful vendor will also need to provide all forms and materials in their current format until the new solution can be implemented with the MDOS Business Application Modernization (BAM) project expected to be implemented by December, 2009.**

**1.012 Background**

MDOS generates approximately 25 million prints per year within the current printing environment. The printing includes Departmental transactions as well as driving tests, driving records, reports, and transaction related inquiries.

The printing environment must provide the flexibility to print on a variety of forms many of which contain registration year-tabs used on license plates as a yearly validation that registration renewal fees have been paid. The printing environment must support both the printing of registration forms with year-tabs and all other Departmental forms requested in this Contract.

It is estimated that eight million tab/registration forms are required annually for branch operations and three million tab/registration forms are required annually for the MDOS internal units. In addition to the tab/registration forms, the printing of other departmental forms will be generated from a template defined by MDOS. The printing environment should be flexible enough to support the printing of tab/registration forms, department defined forms (templates) and .pdf type forms and documents.

Exact quantities to be purchased are unknown. However, the Contractor will be required to furnish all such materials and services as may be ordered during the contract period. Quantities specified, if any, are estimated based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

A multiyear project, BAM (Business Application Modernization), is currently underway to modernize the current processing environment. The BAM System will require the printers to meet State of Michigan standards and be Windows XP compatible

MDOS is currently using the Department of Management and Budget's **OCE 6100 laser printing environment** to process between 2.5 and 3 million self-mailers each year. These self-mailers include Vehicle Registrations (BDVR-ENV-8), Watercraft Registrations (BDVR-ENV-5) and Change of Address forms (BDVR-ENV-9).

This Contract is to include the following:

1. Compatible Printing Environment
2. Maintenance and Service for a Five Year Period
3. Printing Equipment Supplies
4. Yearly Purchase of Forms



**OVERVIEW OF MAJOR FUNCTIONS**

MDOS is responsible for licensing drivers, issuing official State of Michigan identification cards for non-drivers, titling and registering vehicles, and registering voters. Within MDOS, a number of administrative units are involved in the titling and registering process as well as the issuance of driver's licenses and personal identification cards.

The Bureau of Branch Office Services (BBOS), through its approximately 146 locations throughout Michigan, processes original, renewal, duplicate and correction driver license and personal identification card (PID) applications. Refer to **Attachment B - MDOS Branch Office Locations**. BBOS processes original, renewal, duplicate, transfer, and correction vehicle registrations and titles for passenger, commercial, and recreational vehicles, as well as voter registrations and a variety of other related transactions. BBOS oversees the transaction processing of the Self-Service Stations, the Dearborn Police Department driver's license branch, and the automotive manufacturer branches.

The Office of Customer Services (OCS) processes driver and vehicle transactions, mainly through Renewal by Mail (RBM). Internal OCS units are involved in processing these transactions. Out of State Resident Services (OSRS) handles special needs from Michigan residents temporarily living out of the state or country; Renewal by Mail issues specialty license plates as well as driver license change of addresses and voter registration applications; and the International Registration Plan (IRP) unit processes vehicle registration applications for interstate Commercial Motor Carriers.

Currently IRP is supported by R.L. Polk, Inc., a new contract with Explore Information Services has been awarded and the new IRP system is scheduled to be implemented September, 2010.

The Driver and Vehicle Records Division (DVRD) processes driver licenses, personal identification cards, and title and registration transactions to correct errors made on the branch transactions. DVRD also supports the Dealer Direct program; this program allows dealers to process title and corresponding registration transactions in conjunction with dealer vehicle sales.

The Department of Information Technology (DIT) provides the technical support for most of the MDOS transaction processing systems.

Departmental forms are used throughout MDOS for many support functions. Areas using departmental forms for this purpose include the Department of State Information Center (DOS call center) and the Program Support Section, which provides support for Branch Office System (BOS) and Self-Service Terminals.

**1.020 Scope of Work and Deliverables**

**1.021 In Scope**

The proposed departmental forms and compatible printing environment will include an estimated **763 printing devices** located at **MDOS locations** including approximately 146 MDOS branch offices, 3 training offices, 3 internal administration branches, and the IRP unit. Also in scope is the delivery of forms, printing supplies, training, maintenance and service.

**Note: Many items printed will be produced by a different means due to the difference in processing between the MDOS branch offices and internal work units. The appearance and format of all documents must be consistent in all methods of processing.**

**General Environment**

The MDOS printing environment is used by Branch Offices, Region Offices, Automotive Manufacturer Branches, Dearborn Police Department, Vehicle Update Unit, IRP Unit, Renewal-By-Mail Unit, Out of State Resident Services Unit, Program Support Section (test environment), Michigan Department of Information Technology (development and test environment), and the Department of State Information Center. In each case, the printing solution should support both network based and stand-alone printing.



MDOS currently barcodes forms and other documents; the proposed printing environment will have the capability for printing both linear and two-dimensional bar codes on various documents.

**Bidder Response:**

Our solution will provide both linear and two-dimensional bar code printing, as well as network-based and stand alone printing.

Branch Offices

MDOS plans to replace the current printing environment with the proposed workstation printing solution. All departmental forms, vehicle registration documents and tabs will be printed from the proposed printing solution.

The Contractor will be able to support the current printing environment during the transition to the new printing solution to be implemented with the new MDOS BAM processing system.

The existing printing environment will be discontinued at the time MDOS implements their new BAM processing system.

The proposed printing solution must print all tab and registration forms, title applications, form templates and have the ability to revise and add form templates. The proposed printing environment must have the ability to print the tab and registration as one document. During certain times of the year MDOS will be issuing up to three different month/year tabs. The printing environment must provide the flexibility to print up to three (3) different month/year registration tabs without requiring each form/tab to be manually fed. The printing environment must also have the capability of printing .pdf documents as well as documents produced from the standard MS Office Suite.

**Bidder Response:**

The ability to print from three (3) trays is within the scope of the equipment we will propose. All printers will have the ability to print tab and registration forms, title applications as well as any form templates loaded on a network card or residing on the mainframe.

Internal Work Units

The internal work units include the Vehicle Update Unit, Out of State Resident Services Unit, and the Renewal-By-Mail (RBM) Unit. These units will require the same general printing environment (as listed above).

**Bidder Response:**

The ability to print from three (3) trays is within the scope of the equipment we will propose. As mentioned above these printers will have the ability to print all forms specified in this SOW.

International Registration Plan (IRP)

The IRP unit uses a four-part registration “cab card.” The printing environment used in IRP will be network based printing that will receive print jobs from the various IRP workstations located in the unit. The printing environment must be able to print the accepted registration (cab card) forms and all tabs used by the IRP Unit. The IRP Unit issues up to two different month/year tabs. IRP tabs vary slightly in format from tabs used in Branch offices and other internal units. The printing environment must provide the flexibility to print up to two (2) different month/year registrations, with or without tabs, without manual intervention. The forms will be automatically fed into the printing environment. Manual paper insertion will not be acceptable.

The Contractor shall be able to support the current IRP printing environment during the transition to the new printing solution to be implemented with the new MDOS BAM processing system. Please note the entire IRP system is scheduled to be replaced by September 1, 2010. The proposed printing environment must support both the current and the new IRP systems.



Bidder Response:

The printers we are proposing can accommodate the flexibility required above.

Other Departmental Needs

MDOS utilizes an on-line registration system for various automobile dealers, fleets, and leasing companies. Part of this system includes the ability for companies to issue plates, tabs, and registration documents. The Contractor will work with MDOS to implement a solution for these companies that will be consistent with the solution in the branch offices and internal departmental units. The forms and associated printing environment for companies working with MDOS will be made available for purchase by the companies at the same costs as identified for MDOS.

Bidder Response:

RR Donnelley will work closely with MDOS to help develop a solution for use by automobile dealers, fleets and leasing companies. Since RR Donnelley has vast experience across the U.S. and is one of the largest suppliers of print and print related services to the auto industry, we will be able to draw on our experience and ideas to make this solution and implementation a success.

Out of Scope

With the exception of Instant Titles in some branch offices and internal work units, printing of vehicle, watercraft, recreational, and mobile home titles by proposed printing environment is out of scope. In addition, the printing solution for Self Service Stations is out of scope; however, the form the Self Service Stations use is not out of scope. Printing of driver license and personal identification (plastic) cards is also out of scope.

Environment

The WAN infrastructure is provided/supported by Department of Information Technology (DIT) Infrastructure Services, Telecom and Network Management Division, and the LAN infrastructure is provided/supported by DIT Infrastructure Services, Technical Services Division.

The mainframe applications consist of 1,200 programs or libraries written in COBOL74, XGEN or ALGOL and 1,566 batch jobs written in Unisys WFL. The Branch Office System (BOS) is written in Visual Basic 6.0.

Branch offices are currently utilizing Dell Optiplex GX620 PCs running Windows XP to process transactions through a Citrix environment.

**Note: The Contractor must be able to support the current MDOS printing environment until the recommended printing solution can be implemented. The Contractor will also need to provide all forms and materials in their current format until the new solution can be implemented with the MDOS BAM project.**

A multiyear project, BAM (Business Application Modernization), is currently underway to modernize the current processing environment. The BAM System will require the printers to meet State of Michigan standards and be Windows XP compatible.

The Automotive Manufacturer branches utilize a server based application written in a combination of "C" language and "clipper" language. The Dealer Direct host application is written in "C" on a UNIX platform and uses Delphi for the PC client, which is based on the Pascal programming language.

While the branch offices have historically been the core service delivery medium, MDOS has deployed new self-service channels to improve customer service and create a portfolio of service delivery options for Michigan residents. For example, MDOS has deployed more than 50 Self Service Stations in the Plus offices, SUPER!Centers and some non Secretary of State locations. The Self Service Stations have the ability to dispense a vehicle registration month/year tab and a receipt.



One remittance processor (RP) machine is used in RBM for a variety of duties involved with processing driver, PID, vehicle, and recreational vehicle renewal transactions. These duties include reading transaction-related scan line data, endorsing and MICR-encoding checks, microfilming selected documents, and transmitting renewal data to the mainframe. The RBM unit processes approximately 10,000 to 15,000 renewals per day.

The Renewal by Mail, Out of State Resident Services, and Vehicle Update units handle a variety of special needs related to providing customers with finished driver renewal and vehicle registration documents. The equipment and technical environment utilized by these units is the same as those used in the branch offices. The OSRS and RBM Units also utilize a Zebra 105SL printer to print multi-year tabs and GVW labels.

The completed data processed by the Remittance Processor and internal workstations is transmitted to the mainframe where permanent records are updated. This data is used by DIT to produce updated driver, vehicle and recreational vehicle documents (driver licenses, vehicle registration documents and tabs, and recreational vehicle registration documents and decals). These documents are then returned to customers via a self-mailer system located at the Consolidated Print Center. The self-sealer is a Standard Register machine, SR-620, that detaches, separates and seals in one operation. The self-mailers are then sent through the Department of Management and Budget's Bell & Howell Criterion mail reader/sorter for processing.

The IRP Unit issues about 70,000 vehicle registrations (cab cards) each year for commercial fleet vehicles operating interstate. This unit processes the four-part registrations using desktop workstations connected to a standalone Windows 2000 SQL server. R.L. Polk, Inc. currently provides the operating software used by the IRP Unit to process account information. The registration documents are printed on two Kyocera laser printers connected to two PCs acting as mini-servers. The registrations can be printed either individually or in large amounts depending on the number of registrations needed for an account. It should be noted the entire IRP system is scheduled to be replaced by September 1, 2010. The proposed printing environment must support both the current and the new IRP systems.

The current system designed for the IRP unit is modular and each workstation is standalone. Each workstation shares a printing device that is capable of printing multiple forms, some with multiple copies. The printing environment is connected using MDOS' local area network. Although the registration documents are printed to either of the two Kyocera printers currently in the unit, the workstations have the ability to direct prints to any of several laser printers currently located in the IRP Unit.

**Bidder Response:**

All Forms will be provided in their current format. The solution that we are recommending is the Kyocera line of printers that are the next generation to the models the State currently has in place. **We have chosen the Kyocera line of printers for the following key reasons:**

- Kyocera has a long history of quality products
- Kyocera's Lower cost of consumables is well documented and proven in the industry. For example, if you compare the Kyocera model FS-3900DN that we are recommending and compare that to a comparable model for HP, the savings in consumables alone is approximately 36%. In a comparable model for Lexmark, savings in consumables would be approximately 28%. That will prove to be significant savings for The State of Michigan over the life of the contract.
- Moving from the existing Kyocera models in place today to the newer models will minimize change and training required for State of Michigan employees since the Kyocera models are very similar in function.
- Peak Technologies is one of the largest Distributors of Kyocera Printers in the U.S. They are factory trained by Kyocera, which will offer a better overall Service offering.

The next generation we recommend is the FS2000DN and FS3900DN. Both of these printers are backward compatible to the FS2000 and FS1800 (they work in the same environment) and have similar form and function, which will create a seamless transition. Their functionality is similar but with higher output speeds. The compact flash memory cards that are in the existing printers will be able to be transferred into the new FS2000 and FS3900 printers for use during the test/ transition period.



**1.022 Work and Deliverable**

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Contractor must identify all hardware, software and associated services required in the price proposal.

Bidder Response:

We are proposing a plan that will allow the State of Michigan to refresh their printers. The proposal includes the printers, consumables and onsite break/fix repair services.

We are proposing the following two solutions to the State of Michigan for consideration:

- o The Kyocera FS 2000DN, which has a maximum capacity of two (2) 500-sheet printer trays, and
- o The FS-3900DN, which has a maximum capacity of four (4) 500-sheet printer trays.

PLEASE NOTE, however, it is our understanding through our relationship with Kyocera, that the FS-2000DN and the FS-2900DN proposed will be refreshed in the first or second quarter of 2009. Preliminary information gathered from Kyocera indicates that the updated printer models will become the FS-2020DN and the FS3920DN respectively. The F-2020DN and the FS-3920DN will be provided to the State of Michigan at such time as the hardware is purchased under the contract entered into between the State of Michigan and RR Donnelley. Cost for the new hardware WILL BE THE SAME as proposed in this Contract.

Contractor must provide a high level plan and timeline for installation, training and implementation for all printers in branches and Lansing central location. Timeline should not exceed 90 days.

Bidder Response:

Based on thousands of wireless and printing projects and multi-site rollouts, PEAK has developed a proven project methodology that supports and takes into account the PMI (Project Management Institute) "theory of constraints" (Schedule, budget and quality) and a proven delivery methodology. While every project goes through a consistent and logical process, some solutions have very specific components that require a special knowledge base. PEAK has developed project management teams specifically assigned to key expertise areas to meet the specialized needs of our customers. This set up enables customers to benefit from both the professional and real world experience of PEAK Project Managers. PEAK strives to implement all systems on time/on budget and to meet or exceed customer's expectations. We bring expertise and experience to each project, assigning a certified project manager ideally suited to manage your specific project needs. The PEAK Project Manager will work with your project leader and team in implementing the proposed solution in accordance to the Scope of Work

**Overview of Transition Approach (90 Days)**

The challenge of transitioning from legacy hardware to a new system requires a migration plan that addresses issues associated with phasing out of legacy systems. These transitions include user interface compatibility, transition support, system compatibility and training.

This section describes PEAK's migration planning, identifies various factors and outlines planning activities. We work backwards from the live date required and establish these steps within the timeline. In this case we would set specific dates to each of these tasks to complete the implementation within the 90 days required.

The migration plan will consist of the following steps:

- **Review the legacy system components and new system hardware to establish baselines.** This review will provide a document that identifies the compatibility and differences between the new and legacy systems. This review will generate a list of questions that will include, but not be limited to:
  - o What major issues may occur during the transition?
  - o Will the user interface be compatible?
  - o Will there be a need for parallel processing during the conversion?
  - o Will device interface software require upgrading or modifying
  - o State of current hardware; age, firmware, end-of-life projections, etc.



- **Managing ongoing development of the legacy system during the transition.**
  - Insuring compatibility with new system.
  - Establish communication with developers and user groups to reduce risk of having to redo modifications.
  - Procure hardware

Based on the predetermined requirements

- Issue purchase orders per implementation schedule.
- **Identify transition piloting needs**
- Validate system integrity, performance and user acceptance.

- Allow user input for validation and verification.
- Obtain user buy-in.
- Validate the decision to transition to new system.

- **System Roll-Out**

- Roll the system out to best mitigate risk and accommodate user and customer priorities.
- Implement the system in manageable increments.
- Determine the specific sequence of sites to be upgraded.
- Schedule to retire legacy systems.

- **Support**

- What training will users and administrative personnel require?
- What is the system acceptance criteria?
- How will changes in the user interface features be communicated?

Documentation required.

- Hours and level of Help Desk support required?
- Having key users mentor others during the transition.
- Transition to new break / fix support.

- **Transition to New System**

- Provide schedule for each group of users / sites for implementation, training, cutover and go-live support
- Address any issues / problems that may arise with new system.

***Based on the steps documented above, here is a high-level outline of our proposed 90 day plan for the SOM:***

**Month One:**

- Coordinate a project kickoff meeting with all parties, determine specific timelines and responsibilities.
- Train SOM staff on installation procedures and product details
- Start Shipments of new printers to various pre determined locations
- Provide technical and telephone support during installation process
- Set up service contracts for the new units that shipped – deleting the old units from the service contract. Monthly invoices will then reflect the new service contract pricing for the new units.
- Track the project according to the project plan
- Record and resolve problems, issues, and open items
- Document and report project status

- **Month Two**

- Project Meeting with all parties to confirm how roll out is proceeding
- Record variances/deviations from the project plan



- Continue Shipments of new printers to various pre determined locations Provide technical and telephone support during installation process
- Set up service contracts for the new units that shipped – deleting the old units from the service contract. Monthly invoices will then reflect the new service contract pricing for the new units.
- Track the project according to the project plan
- Record and resolve problems, issues, and open items
- Document and report project status
- **Month Three**
- Project Meeting with all parties to confirm how roll out is proceeding
- Record variances/deviations from the project plan
- Continue final Shipments of new printers to various pre determined locations
- Provide technical and telephone support during installation process
- Set up service contracts for the new units that shipped – deleting the old units from the service contract. Monthly invoices will then reflect the new service contract pricing for the new units.
- Document and report project status
- Track the project according to the project plan
- Record and resolve problems, issues, and open items
- Finalize the service contract to confirm includes all the changes and the new unit serial numbers.
- Confirm all monthly service invoicing is correct.
- Finalize the documentation for the SOM for their support staff – how to place a service call, phone numbers etc.

**1.030 Roles and Responsibilities**

**1.031 Contractor Staff, Roles, and Responsibilities**

Contractor shall discuss their ordering/customer service capabilities. This includes having the capacity to receive orders electronically, by phone, facsimile, and by written order. Contractors shall have internal controls, approved by Purchasing Operations, to insure that only authorized individuals with the State place orders. The Contractor shall verify orders that have quantities that appear to be abnormal or excessive.

The Contractor shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. The individual will be designated as the Contractor’s Key Personnel. The Contractor shall have experienced sales representatives make timely personal visits to State accounts. The Contractor’s customer service must respond to State agency inquiries promptly (see section 1.087 Maintenance Service/Assurance for response times). The Contractor shall provide a statewide toll-free number for customer service calls.

The Contractor shall provide the Contract Compliance Inspector with the names of Key Personnel. The Key Personnel must be dedicated as defined in 2.062 – Contractor Key Personnel.



Bidder Response:

**ORDER ENTRY OPTIONS**

RR Donnelley will design an order entry program to meet the exact needs of MDOS, combining both convenience and control. The ordering system you choose to implement will be designed to work with your existing internal systems and procedures. Our order entry options include:

- Internet-based (Custom Point)
- toll-free 800 number
- electronic data interchange (EDI)
- facsimile
- e-mail

However they are placed, orders flow into our system's central order processing, inventory management, shipping, and billing control computer network. All orders placed on-line and via EDI will be transmitted to our system without any operator intervention.

The toll-free 800 number we have assigned for this program is 1-800-545-5236 Extension-7177. This will direct you to our Customer Service Representative dedicated to this program, Connie Burnett. Connie will be responsible for all order processing and customer service calls associated with this program. Connie is also prepared to respond to any calls regarding print product defects or service issues. See also information about Connie in our Key Personnel Resumes, section 5.013 Staffing.

Telephone orders can be received by our Customer Service Representative Monday through Friday, 7:30 a.m. to 5:00 p.m. EST. Fax orders can be received 24 hours a day. Our Internet-based order management options are also available 24 hours per day/7 days per week.

Our Customer Service Rep and Sales Rep will work with MDOS to determine authorized individuals as well as standard order quantities so that we have the ability to monitor the order process.

**Key Personnel**

**Kristyn Rhoades** will be the Contract Administrator for your program and schedule regular calls as required to meet the needs of MDOS.

**Connie Burnett** will be the dedicated Customer Service Representative for the State of Michigan.

**Bill Schoenherr** is the VP of Operations in the Angola, Indiana Forms and Labels plant where all product will be produced and/or finished for this program.

**Dave Hampton** is the Vice President of Business Development for Government.

**Steve Arcidiacono** will be the Corporate Account Manager from Peak for the State of Michigan. Steve will oversee the entire Peak Service and product offering and is fully trained on the entire Kyocera product line.

**Mary Parkyn** will be the Corporate account coordinator from Peak for the State of Michigan.

**Mark Kupckzyk** is the Regional Service Vice President with Peak

**Steve Wickering** is the Service District Supervisor. All of the Service Technicians for the State of Michigan program will report to Steve.

Any supplies and services to be furnished under this contract shall be ordered by issuance of a purchase order, unless otherwise defined within the Contract; orders will be issued by the MDOS.

All purchase orders are subject to the terms and conditions of this Contract. In the event of a conflict between a purchase order and the contract, the contract shall control.



If mailed, a purchase order is considered “issued” when the State deposits the order in the mail. Orders may be issued by facsimile, or by electronic commerce methods.

Bidder Response:

RR Donnelley understands the ordering process described above and will comply with the ordering guidelines instructed by MDOS.

**1.040 Project Plan**

**1.041 Project Plan Management**

The contractor will carry out this project under the direction and control of MDOS.

Although there will be continuous liaison with the contractor team, the MDOS Project Manager will establish the frequency of meetings, minimum of weekly, during the implementation phase of the project with the contractor’s project manager for the purpose of reviewing progress and providing necessary guidance to the contractor in solving problems that arise.

The contractor will submit brief written weekly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real and anticipated, which should be brought to the attention of the MDOS Project Manager; and notification of any significant deviation from previously agreed upon work plans. A copy of this report will be forwarded to the named buyer in Purchasing Operations.

Within thirty (30) working days of the execution of the contract, the contractor will submit a work plan to the MDOS Project Manager for final approval, which must include the following:

- The project breakdown showing activities and tasks, and resources required and allocated to each.
- The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the work plan.
- The work plan must specify if state resources will be required for implementation or consultation. If state resources are required, the contractor shall specify a time frame for the use of these resources.

Bidder Response:

**IMPLEMENTATION PLAN**

RR Donnelley’s implementation process includes a rigorous due diligence phase to fully understand The State of Michigan’s requirements. Our implementation process will ensure that the project’s scope, resources, and timelines are balanced to achieve optimal results. This will be equally important in Year 1 as it will be with the implementation of BAM.

**Summary of Major Phases**

The key to a successful conversion is an implementation plan that translates MDOS’s business requirements into actionable project plans that ensure program objectives are achieved quickly and efficiently.

RR Donnelley has an established team of dedicated, project management professionals whose sole function is to implement print management programs like yours.

A quick summary of the implementation process includes:

**Project Initiation** – Understanding the project’s objectives, deliverables and measurements

✓ **Project Planning** – Translating project objectives into manageable tasks and assigning resources and target dates to each task



- ✓ **Project Management** – Controlling project activity, communicating progress, resolving issues and managing project deliverables
- ✓ **Project Closeout** – Confirming that all project objectives were achieved and that all operational requirements have been met
- ✓ **Project Transition** – Managing the hand off from implementation to ongoing program management and maintenance
- ✓ **Project Audit** – Reviewing ongoing customer needs and initial operational procedures to ensure that the program guidelines are adequate to support ongoing needs.

The major project phases and deliverables are outlined below:

Project Phase	Primary Activities	Deliverables
<b>Project Initiation</b>	<ul style="list-style-type: none"> <li>• Define project scope</li> <li>• Identify key stakeholders</li> <li>• Identify systems and resources to be engaged</li> </ul>	<ul style="list-style-type: none"> <li>• Signed Contract</li> <li>• Signed Scope Document and/or Statement of Work</li> <li>• Project Manager assigned</li> </ul>
<b>Project Planning</b>	<ul style="list-style-type: none"> <li>• Identify project milestones</li> <li>• Identify required tasks</li> <li>• Identify resources required to accomplish each task</li> <li>• Perform a preliminary project baseline for time and cost requirements</li> <li>• Hold initial implementation meetings</li> </ul>	<ul style="list-style-type: none"> <li>• Project plan created</li> <li>• Critical Path identified</li> <li>• Communication strategy established</li> <li>• Issues reporting log established</li> <li>• Change management process defined</li> <li>• Project success factors documented</li> </ul>
<b>Project Management</b>	<ul style="list-style-type: none"> <li>• Manage Activities</li> <li>• Manage Risk</li> <li>• Communicate Results</li> </ul>	<ul style="list-style-type: none"> <li>• Weekly Project Status Reports</li> <li>• Phase exit reviews</li> <li>• Project Specific Documentation</li> </ul>
<b>Project Closeout</b>	<ul style="list-style-type: none"> <li>• Conduct Final Assessment Meeting</li> <li>• Create Transition Documentation</li> </ul>	<ul style="list-style-type: none"> <li>• Project Closure Document</li> <li>• User Acceptance Testing</li> </ul>
<b>Project Transition</b>	<ul style="list-style-type: none"> <li>• Prepare all parties to manage the program on an ongoing basis</li> </ul>	<ul style="list-style-type: none"> <li>• Standard Operating Procedures</li> <li>• Training Documentation</li> </ul>
<b>Project Audit</b>	<ul style="list-style-type: none"> <li>• Review initial program setup to ensure that evolving customer needs will be met</li> </ul>	<ul style="list-style-type: none"> <li>• Gap analysis</li> <li>• Corrective action plan</li> <li>• Documented program enhancements</li> </ul>

**Ensuring a Smooth Transition**

The key to a smooth transition is threefold. We plan carefully, execute the plan with discipline, and validate the results of our activity repeatedly.

As we plan for your transition we review the project’s objectives, constraints, and assumptions to ensure that we understand all factors that may create risk. With that information, we develop a complete project plan that clearly articulates each task to be performed and assign ownership to all tasks. The project plan also identifies when and how we will test and validate the results of our transition.

During execution, we will hold regular communication meetings to review progress, resolve any issues that may arise, and keep the project on schedule. As we work to complete the tasks identified in the project plan, we will manage change requests and issue resolution through a clearly documented process. All change requests and issues are managed with close attention to the project plan to ensure that no one loses focus of the ultimate objective of the project.



As milestones within the project plan are completed, we perform two levels of validation. Internally, we validate the system configurations, accuracy of the items we manage, and effectiveness of the training we deliver. Once that internal validation is complete, we help MDOS perform user acceptance testing. The project plan cannot move forward until all internal and user testing and validation is complete and certified to be accurate. With careful planning, disciplined execution, and comprehensive validation, we ensure that our transition captures risks, prepares for contingencies, and adapts as necessary to achieve our client’s objectives.

**A Disciplined Approach**

Our disciplined implementation approach is designed to identify the exact requirements of MDOS and your stakeholders. The process we follow is systematic, methodical and precise. We work through progressively more detailed information to fully understand your objectives and your requirements. We then translate that information into specific system configurations and data gathering to configure our systems to operate properly for your needs.

Program elements, stakeholders, and critical discussion topics typically include:

<b>Program Element</b>	<b>Client Stakeholders</b>	<b>Topics Covered</b>
<b>Order Entry</b>	<ul style="list-style-type: none"> <li>• Key system users</li> <li>• Procurement/Contract Management</li> <li>• IT Managers</li> </ul>	<ul style="list-style-type: none"> <li>• Order entry methods – manual, electronic, internet, EDI, etc</li> <li>• Catalog design, user authorizations</li> </ul>
<b>Production</b>	<ul style="list-style-type: none"> <li>• Business Application Owners</li> <li>• Customer Service Managers</li> <li>• Quality Control Specialists</li> <li>• Marketing Departments</li> <li>• Document Owners</li> </ul>	<ul style="list-style-type: none"> <li>• Detailed item information for cataloging</li> <li>• Detailed item specifications for production</li> <li>• Item – specific copy collected</li> <li>• Kitting, variable print, digital print options</li> <li>• Production and distribution service levels</li> </ul>
<b>Shipping</b>	<ul style="list-style-type: none"> <li>• Contract Management</li> <li>• Customer Service Managers</li> <li>• Financial / Accounts Payable</li> </ul>	<ul style="list-style-type: none"> <li>• Carrier choices and authorization levels</li> <li>• Shipping cost containment</li> <li>• Delivery time expectations and service levels</li> </ul>
<b>Invoicing</b>	<ul style="list-style-type: none"> <li>• Financial / Accounts Payable</li> <li>• Contract Management</li> </ul>	<ul style="list-style-type: none"> <li>• Specific requirements for invoice presentation</li> <li>• Invoice formats and frequency</li> </ul>
<b>Payment</b>	<ul style="list-style-type: none"> <li>• Financial / Accounts Payable</li> </ul>	<ul style="list-style-type: none"> <li>• Payment terms</li> <li>• Payment options</li> </ul>

**Implementation Team**

RR Donnelley’s project management process goes beyond a single, dedicated Project Manager working to achieve a go-live date. The full Implementation Project Team includes representatives from numerous functional groups: Invoicing, Logistics, Information Technology and our Sales and Customer Service Center. These subject matter experts discuss solution options with corresponding stakeholders in your organization, take ownership for tasks assigned to them and remove barriers within their respective functional areas.

For greatest efficiency, our preference is that MDOS designate one or more “customer champions” who can help guide the implementation process, provide critical information, and remove barriers within your organization to keep the project moving.



**Implementation Milestones**

Based on our extensive experience, implementation timelines vary with a project's complexity and the speed with which required information can be gathered.

The synchronized timing of task completion is a key element to a successful implementation. We will customize a specific implementation plan for each appropriate MDOS location given the unique requirements of each. In some situations the coordination of a phased implementation by facility, rather than implementing facilities concurrently provides the greatest efficiency.

A typical implementation would include the following key steps:

<b>Implementation Phase</b>	<b>Milestone #</b>	<b>Milestone</b>	<b>Owner</b>	<b>Deliverable</b>
<b>Project Initiation</b>	<b>1</b>	Project passes financial and operational review and contract terms and conditions are finalized	RR Donnelley (RR Donnelley) ASP and Contract Group	<ul style="list-style-type: none"> <li>• Approved Pro-forma</li> <li>• Draft Contract to Customer</li> </ul>
	<b>2</b>	Internal program review	RR Donnelley Requirements Team	<ul style="list-style-type: none"> <li>• Project complexity defined</li> <li>• Statement of work created and approved by internal business owners</li> </ul>
	<b>3</b>	Scope of projects is approved by client	RR Donnelley Requirements Team	<ul style="list-style-type: none"> <li>• Approved Statement of Work</li> <li>• Handoff to Project Manager</li> </ul>
<b>Project Planning</b>	<b>5</b>	Scope document is translated into project plan(s)	Project Manager	<ul style="list-style-type: none"> <li>• Project plan</li> </ul>
	<b>6</b>	Implementation Risk Assessment Complete	Project Manager	<ul style="list-style-type: none"> <li>• Risk assessment document</li> </ul>
	<b>7</b>	Change Management and Issue Management Process reviewed with team	Project Manager	<ul style="list-style-type: none"> <li>• Change request log created</li> <li>• Issue log created</li> </ul>
	<b>8</b>	Project Plan deliverables reviewed and approved by RR Donnelley business and system owners	Project Manager	<ul style="list-style-type: none"> <li>• RR Donnelley resources assigned</li> <li>• Timeframes Targeted</li> </ul>
	<b>9</b>	Project Plan deliverables reviewed and approved by customer business owners	Customer Champion	<ul style="list-style-type: none"> <li>• Customer resources assigned</li> <li>• Timeframes confirmed</li> <li>• Project baseline complete</li> <li>• Issue Management process communicated</li> <li>• Change Management Process communicated</li> </ul>



Implementation Phase	Milestone #	Milestone	Owner	Deliverable		
<b>Project Execution</b>	10	Customer Master File Configured	Sales Team, Client Financial Services	<ul style="list-style-type: none"> <li>Customer Number assigned</li> <li>Customer Master File configured</li> <li>Credit limit established</li> </ul>		
	11	Source data for Inventory Transfer provided	Customer Champion	<ul style="list-style-type: none"> <li>Inventory reconciliation sheet prepared</li> </ul>		
	12	Source data for Item Setup provided	Customer Champion	<ul style="list-style-type: none"> <li>Item load sheets prepared</li> </ul>		
	13	Source data for Order Entry configuration provided	Customer Champion	<ul style="list-style-type: none"> <li>CustomPoint load materials prepared or EDI requirements prepared</li> </ul>		
	14	Source data for Print on Demand items provided	Customer Champion	<ul style="list-style-type: none"> <li>Print Ready PDFs submitted or live samples of POD items provided</li> </ul>		
	15	Invoicing requirements documented.	Client Financial Services Customer Accounts Payable	<ul style="list-style-type: none"> <li>Invoicing setup sheets prepared</li> </ul>		
	16	Reporting requirements documented.	Reporting Team	<ul style="list-style-type: none"> <li>Reporting templates defined</li> </ul>		
	17	Source data ready to load.	Project Manager	<ul style="list-style-type: none"> <li>Load data</li> </ul>		
	18	Final operational review	Project Manager	<ul style="list-style-type: none"> <li>Risk awareness document created</li> </ul>		
	19	Final Customer review	Project Manager	<ul style="list-style-type: none"> <li>Risk awareness document accepted</li> </ul>		
	<b>Project Test</b>	20	Internal test scripts created	Production Support	<ul style="list-style-type: none"> <li>RR Donnelley test scripts created</li> <li>RR Donnelley test participants identified</li> </ul>	
		21	Customer User Acceptance Test Scripts Created	Production Support	<ul style="list-style-type: none"> <li>Customer test scripts created</li> <li>Customer test participants identified</li> </ul>	
		22	Validate Operational Performance	RR Donnelley Business Owners	<ul style="list-style-type: none"> <li>Updated issue log</li> <li>Test results documented</li> </ul>	
		23	User Acceptance Testing Complete	Customer Champion	<ul style="list-style-type: none"> <li>Updated issue log</li> <li>Test results documented</li> </ul>	
		<b>Project Completion</b>	24	Distribute user training guides	Customer Champion	<ul style="list-style-type: none"> <li>User training guides</li> <li>Training certification</li> </ul>
			25	Post Ongoing Maintenance Procedures for Sales & Support Teams	Project Manager	<ul style="list-style-type: none"> <li>Operational support procedures</li> <li>Certified support teams</li> </ul>



Implementation Phase	Milestone #	Milestone	Owner	Deliverable
	26	Announce Go-Live date	Customer Champion	<ul style="list-style-type: none"> <li>Program rollout</li> </ul>
<b>Project Transition</b>	27	Create and confirm "Post Implementation Punch List"	Project Manager	<ul style="list-style-type: none"> <li>Post Implementation support guide</li> </ul>
	28	Hand Off to ongoing support resources complete	Project Manager	<ul style="list-style-type: none"> <li>Ongoing maintenance procedures</li> </ul>
	29	Post Implementation Review Complete	Project Manager	<ul style="list-style-type: none"> <li>Certified project deliverables</li> </ul>
<b>Project Audit</b>	30	Retrieve User Acceptance Scripts	Production Support	<ul style="list-style-type: none"> <li>User acceptance scripts</li> </ul>
	31	Perform System test using UAT scripts	Production Support	<ul style="list-style-type: none"> <li>Audit test results</li> </ul>
	36	Create gap analysis and corrective action plan	Production Support	<ul style="list-style-type: none"> <li>Gap analysis</li> <li>Corrective action plans</li> </ul>
	37	Review effectiveness metrics from corrective action plan	Production Support	<ul style="list-style-type: none"> <li>Measures of success</li> <li>Documented problem resolution</li> </ul>

**1.042 Reports**

Contractor shall be able to provide various reports when requested by the State. Examples include itemized report of total items (commodities and services) purchased, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.

In addition, as part of an accumulated report which can be requested on demand by MDOS with each service call, the Contractor shall provide a report (one to the affected location and one to the MDOS Contract Compliance Inspector) which includes:

- Date and time notified
- Date and time of response and/or arrival
- Type, model number and serial number of the printing equipment serviced
- Date and time the equipment was returned to operation
- Description of the service performed and, if charges were applicable, the amount of those charges
- Printed name and signature of the person performing the service
- Printed name and signature of the MDOS representative at the site of the service

Contractor will identify and explain any deviations from the required reporting. Contractor will respond to agency-listed requirements, identifying standard reports available, and noting where customization is necessary.

In addition, vendor shall propose a method for all printing environment systems to generate an on-demand print job volumes report for MDOS.

The response below seems to be in the wrong spot. We are asking for printer reports and the verbiage below is addressing inventory and ordering reports.



Bidder Response:

**CUSTOMPOINT REPORTING CAPABILITIES**

If The State of Michigan decides to utilize RR Donnelley’s CustomPoint web-based solution, CustomPoint can provide MDOS’s end-users with on-line access to RR Donnelley’s manufacturing and distribution environment. **(See Section 1.082 for a description of this solution.)** Users can place orders on-line and check inventory levels, but more importantly, MDOS employees have on-line access to the information vital for making decisive, cost saving procurement decisions.

Using CustomPoint, users can choose to view reports online, export them automatically into their own analysis tool, or create a printable version. Users can also select among several views within a report that contain just the information most critical to them. Based on this comprehensive database, RR Donnelley can also provide MDOS with reports electronically via diskette, tape, e-mail, or EDI. Customized hard copy reports are available with a typical turnaround time of only 48 hours. In addition, each printer proposed in this program has the ability to provide an on-demand print job volume report for MDOS by accessing the menu tab on the printer.

**1.050 Acceptance**

**1.051 Criteria**

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

Project Plan – The Contractor will provide deliverables to the State as identified in the project plan. The State will have one week to review deliverables. All corrections must be updated to the deliverable by the contractor and verified by the State prior to acceptance. The State Contract Compliance Inspector will provide written acceptance of a deliverable via mail, facsimile or email and authorize any payment tied to the deliverable.

**Printers**

- Printers must complete trial period as outlined in Section 1.086
- Printers must operate at an average level of effectiveness of 98 percent or more during the trial period. The average effectiveness level is a percentage figure determined by dividing the total printer operational use time by the total branch operational time. (Total printer operational use time plus total printer down-time should equal total branch operational time.)
- Printers must operate in substantial conformance with the Contractor’s published specifications applicable to such equipment on the date of this Agreement.
- Completion of delivery and installation of printers at all MDOS locations.
- Toner should adhere to tabs under any physical/environmental conditions. Please refer to Attachment C – Form Specifications.

**Forms and Tabs**

- Forms/Tabs quality/failure rate must be less than 0.05% (5/10,000) per batch regardless of when the failure is detected.
- Forms/Tabs quality, production and delivery must comply with requirements as delineated in Article 1 Statement of Work, Attachment C- Specifications and the resulting contract.
- Toner should adhere to tabs under any physical/environmental conditions. Please refer to Attachment C – Form Specifications.

**1.052 Final Acceptance**

Final acceptance is expressly conditional upon completion of ALL deliverables, completion of ALL tasks in the project plan as approved, completion of ALL applicable inspection and/or testing procedures and the certification by the State that the Contractor has met the defined requirements.

**1.060 Proposal Pricing**



**1.061 Proposal Pricing**

Pricing is per **Attachment A - Price Proposal**.

Contractor shall support the current MDOS printing environment and cost of supplies of existing forms in addition to a proposed printing solution. Please note that Contractor shall provide pricing for both the existing printing environment and the new printing solution to coincide with the implementation of BAM.

**A. PRINTER DEVICES**

The State of Michigan, Department of State has chosen the Option 1 – Outright Purchase for printers.

Under this option the printers in the quantities requested shall be priced as an outright purchase. The cost of any installation supplies shall be included in the amount for outright purchase. The proposal under this option shall be configured to identify the following:

- The cost of each type of printing device.
- The total cost for each type of printing device for the quantities requested.
- The identity and cost of each installation supply item.
- The total cost of all installation supply items needed.
- The total cost for the purchase of all requested printing devices and installation supply items.

**B. PRINTER SUPPLIES**

Contractor shall submit separate costs of supplies for existing forms in current MDOS printing environment in addition to a proposed printing solution. Please note that the Contractor shall provide pricing to provide supplies for both the existing printing environment and the new printing solution to coincide with the expected implementation of BAM.

The proposal for printer supplies shall be configured as follows:

- Each printer supply item shall be identified and the cost of each shall be given.
- Based on information provided, a yearly estimate of the quantity and cost of each printer supply item must be given.
- The total first year cost of all supply items must be given.

**C. MAINTENANCE SERVICE / ASSURANCES**

Contractor shall provide separate pricing to support the current MDOS printing environment in addition to a proposed printing solution. Please note that in year one, the Contractor shall provide pricing to support both the existing printing environment and the new printing solution to coincide with the implementation of BAM.

The proposal for Maintenance Service/Assurances shall be configured as follows:

- The first year cost for maintenance for each type of printer shall be identified.
- The total first year cost for maintenance for all printer equipment requested in this proposal shall be identified.
- An itemized listing of any parts and/or service which would not be covered. Identify costs in Attachment A – Price Proposal.

**D. DEPARTMENTAL FORMS**

The Contractor shall not refuse to furnish forms to MDOS during the contract period.

The proposal for all forms shall be configured as follows:

- The total cost of forms identified in this document shall be stated by the contractor. Refer to Attachment A – Price Proposal.



Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See [www.michigan.gov/dmb](http://www.michigan.gov/dmb) for current rates.

**1.062 Price Term**

**PRINTERS AND DEVICES**

**All prices quoted by the Contractor for printers and devices will be the maximum prices for the duration of the Contract. No price increases will be permitted.**

**MAINTENANCE SERVICE/ASSURANCES**

All prices quoted for maintenance to support the current MDOS printing environment and the proposed printing solution will be the maximum prices for the duration of the Contract. No price increases will be permitted.

**DEPARTMENTAL FORMS**

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

**PRINTING ENVIRONMENT SUPPLIES**

Prices quoted for printing environment supply items are the maximum for a period of **365 days** from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period. Requests for price changes shall be **RECEIVED IN WRITING AT LEAST SIXTY DAYS PRIOR TO THEIR REQUESTED 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 Contractor remains responsible for performing according to the contract terms at the contract price for all orders received before price revisions are approved or before the contract is cancelled.**

**1.063 Tax Excluded from Price**

(a) **Sales Tax:** For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) **Federal Excise Tax:** The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

**1.064 Holdback**

The State shall have the right to hold back, as a retainage, an amount equal to twenty-five percent (25%) of all amounts invoiced by Contractor for Services/Deliverables. The amounts held back shall be released to Contractor after the State has granted Final Acceptance.



**1.070 Commodity Requirements and Terms**

***Product Quality***

**1.0701 Specifications**

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in the "Invitation To Bid" and/or copies of specifications attached.

Forms and Inventory

**The Contractor will need to provide all forms and materials in their current format until the new solution can be implemented with MDOS BAM project. This includes forms printed by using stored templates in existing printer devices or printing devices proposed by the Contractor.**

The Contractor will supply the forms and tabs for use by the branch offices, self-service stations, Dealer Direct locations, automotive manufacturer branches, IRP Unit, OSRS Unit, RBM Unit, and the self-mailers. Some forms will contain pre-printed information as specified by MDOS.

Refer to **Attachment C – Form Specifications** and **Attachment E - Sample Forms**.

**Attachment C – Form Specifications** requires the Contractor responses to tasks.

**NOTE: The samples shown in Attachment E – Sample Forms are prototype versions. While it is anticipated that the final versions will closely resemble the prototypes, Contractor should be aware that MDOS may modify the designs to accommodate program needs.**

Upon acceptance of this contract, the Contractor must certify that all specifications pertaining to the month/year tab are met by the system the Contractor is proposing. **However, upon award of the contract the Contractor must provide to MDOS independent verification that all specifications relative to the month/year tab are met by the Contractor. Such independent verification must come from an independent testing facility not associated with the Contractor. The independent verification must be submitted to the MDOS within 30 days after the award of the contract.**

Bidder Response to Task:

RR Donnelley agrees to provide 3<sup>rd</sup> party testing within 30 days of award.

The Contractor shall identify the shelf-life and storage requirements once the Contractor has issued the forms to MDOS. In some cases forms are maintained for up to three years in the branch. Mailing conditions of each type of form will also be outlined by each vendor.

Bidder Response to Task:

The shelf life for the Self-Mailer or Pressure Seal forms are 1 year. Based on the production run quantities specified in the bid, these forms are typically produced every 6 months. We recommend that on any form that is not sequentially numbered, that the State utilizes a FIFO method to ensure older forms are used first. This recommendation is made to provide the State of Michigan with the best quality possible for all forms. In our normal course of business in large customer accounts we do have instances in which customers have used our Pressure Seal forms for up to 2 years when usage has dropped, with no sealing issues.

Our recommendations for all clients using Pressure Seal are that forms are acclimated to the room temperature of the print center for 24 hours prior to printing. This allows any forms that have either shipped in very cold and dry weather or in very humid and hot weather to re-balance to the humidity and temperature of the print centers. This helps prevent any potential wave or curl in the form. In addition we always package our forms in Plastic within the carton. We recommend that branches also utilize a FIFO method to ensure oldest product is used first.



The self-mailer forms processed internally must be capable of being fed through the **OCE 6100** printing environment.

Bidder Response to Task:

The Self-Mailer or Pressure Seal forms provided for this program are all capable of being fed and printed through the OCE 6100 printers within the State of Michigan's internal print center. RR Donnelley has toured the State of Michigan Print Center and watched the printing process of these forms. We fully understand the OCE requirements for these forms. In addition, RR Donnelley is a major customer of OCE. We have 35+ Continuous OCE's in our own print centers which gives us the ability to test our product on the OCE 6100. In addition we have provided the State of Michigan with alternative designs for the Self-Mailer forms which may improve the performance and print quality compared to what you have today. ***Please see our Alternative bid section for details and our Price proposal for pricing for these alternatives.***

Currently, certain departmental documents not listed in this Contract are furnished by other vendors, which will be used in the printing environment proposed by the Contractor. (Note: All forms from other vendors are produced on either **20# paper or 24# bond white paper**. For Instant Title offices, title stock of **24# bond security paper sized 8 1/2" x 11"** will also be used in the proposed printing environment.)

All forms will require pre-approval from the MDOS prior to creation, modification and implementation and should be capable of being printed from a paper tray.

Bidder Response to Task:

Any form provided by other vendors in the above format will be capable of being printed from any of the paper trays for the printers we propose.

Refer to **Attachment D – Printing Environment Specifications**. Separate specifications for the IRP Printing Environment Specifications are included.

**Attachment D – Printing Environment Specifications** requires Contractor responses to tasks.

**1.0702 Alternate Bids**

Contractor may offer alternate bids which are at variance from the express specifications of the Request for Proposal, and the State reserves the right to consider and accept such bids if, in the judgment of the State Purchasing Director, the alternate bid will produce deliverables and/or services equal to or better than those which would be supplied by following the express specifications of the quotation and acceptance of the alternate bid is deemed to serve the best interest of the State of Michigan. An alternate bid must clearly describe all variances from the express specifications.

Bidder Response:

***See Alternative Bid attachment*** with options for form improvements and cost savings for BDVR-ENV-8, BDVR-5 and BDVR-9. In addition we have a suggestion for a potential form redesign that can provide the State of Michigan with significant postage savings. Lastly, we have provided an alternative for Service that can offer savings for some of your remote locations.

**1.0703 Research and Development**

Contractor shall discuss their ability to invest in new product development and research to stay current with ongoing demands.

Bidder Response:

RR Donnelley has research facilities in Grand Island, New York and Downers Grove, Illinois that support the development and implementation of new technologies to better meet customer needs and improve operating efficiencies. Our cost for research and development activities, however, is not material to the consolidated annual results of operations or cash flows and is therefore not publicly reported.



Nevertheless, the results are readily apparent. For example, RR Donnelley ...Holds vital patents that enable variable digital printing. These patents have been licensed by well known digital printer manufacturers.

- Has developed and deployed high speed business color digital printing units. These digital units feature print heads invented and engineered at RR Donnelley’s Grand Island, New York R&D center. Affordable, high speed digital color printing can play an important role in enabling ‘transpromo’ – which blends transactional and promotional communications to help up sell, renew, and cross sell customers. Will shortly bring out the next major release of our proprietary eCommerce system, CustomPoint™. The three scheduled major releases this year will add considerable onboard direct mail capabilities, including the ability to launch integrated programs that feature purls (personal urls) and gurls (general urls). More than two million orders flow through CustomPoint a year. The system’s growth is reflected by order volumes during the trailing quarter that are up 34.7% over the quarter concluded just nine months ago.
- Has developed proprietary warehousing, fulfillment, and kitting software. We have also created a specialized Rollout Management System that enables us to develop and maintain profiles of receiving locations to facilitate pushes, regional promotions, and to provide significant predictive capabilities.
- Is operating sophisticated co-mailing operations that draw on custom programming that arose from our R&D efforts. Co-mailing is designed to help to maximize postal discounts for certain classes and types of mail, by organizing different customers’ publications into carrier route sequencing.
- We have even integrated our large-mailing tracking system with the USPS’ in a proprietary tool called OneSite™. The USPS recently recognized RR Donnelley with its Partnership for Progress award.
- Has integrated Premedia functions into a toolset that can be activated through CustomPoint. The proprietary capabilities include digital asset management, workflow and collaborative solutions, proofing, and more. From project brief through print-ready file, we can help reduce the cycle time involved in bringing a project to completion, to deliver speed-to-market advantages. In addition to our own R&D, because of our substantial scale we influence and often get ‘first looks’ at R&D efforts across the breadth of the supply chain. For example, we work with printing equipment manufacturers (both digital and conventional) as they draw on our voice-of-the-customer in their own development efforts. As a reseller/systems integrator, PEAK Technologies does not manufacture any products. As such, PEAK’s investment in research and development on new hardware or consumables products is not a required expenditure for the company’s business model. As the largest reseller/systems integrator in the automatic identification/data collection industry, PEAK does invest heavily in its Product and Vendor Management organization. The goal of this team is to serve as a liaison to PEAK’s key strategic partners such as Kyocera to ensure PEAK has advanced insight on new products, end of life announcements, and advanced levels of technical support. PEAK also aggregates feedback from its customers and advises the company’s key strategic partners on product recommendations and product roadmap direction as a result of feedback received from customers.

**1.0704 Quality Assurance Program**

Contractor shall provide details regarding any Quality Assurance Program(s) that are currently in place within their organization.

Bidder Response:

As part of our ongoing commitment to continuous improvement, RR Donnelley has adopted the ISO 9000 international standards as its Quality System, and developed goals and procedures accordingly to ensure that we meet the highest standards of quality in our work.

The ISO 9000 family of standards represents an international consensus on good management practices with the aim of bringing consistency and objectivity to the process of quality assurance while establishing a foundation for continuous improvement. Our pursuit of ISO standards has become an integral part of our overall quality management program, and it is a driving force in providing The State of Michigan the standard of excellence you have come to expect from RR Donnelley now and in the future.

To keep our certification, we must maintain or improve the processes that led to registration, providing us with a continuous baseline from which to measure our progress. In this way, ISO certification assures that our



customers receive the highest quality products through a rigorous process of continuous improvement and accountability.

In addition, RR Donnelley is the only printer with an ISO 9001:2000 registered Customer Integration team. ISO complements RR Donnelley's internal continuous improvement process, operational improvement, which consistently yields significant results in improved quality, cost reduction, safety, and environmental compliance.

All facilities supporting our SOM solution are ISO certified, including our Angola, IN plant and our Iowa City, IA plant.

Supplier Business Reviews (SBRs) are conducted with key suppliers on an annual basis.

On an ongoing basis we monitor suppliers' performance using:

Incident Records: Used to document non-compliance with RR Donnelley's standard procedures, customer satisfaction issues, responsiveness issues, and or any other issues affecting the overall delivery of goods and services.

***Vendor Rating Tool: This metric provides an overall supplier rating based on delivery, product quality, service, pricing, and communication.***

Suppliers are required to complete a qualification document, which is very specific in regard to quality and service expectations. This SBR process is used to manage our relationship with PEAK.

**Peak Technologies Quality Assurance Program**

Every aspect of PEAK's organization is committed to superior performance by providing excellence in customer service and accountability to our departmental and company goals. Various metrics are used daily and monthly to measure and analyze our performance. If we do not meet the goals then a corrective action plan is developed and implemented. PEAK's senior executive team and management team is committed and involved at all levels with the quality programs and customer service.

Peak's quality measurements include product conformity, process effectiveness, and ongoing measurement of customer satisfaction.

**Quality Assurance and Continuous Improvement Program**

PEAK's quality management system is designed, implemented, and managed in accordance with the International Standards. Quality objectives supporting the quality policy, "*PEAK Technologies' services shall meet the customer's requirements of the right service provided at the requested time at the correct location*", are selected and measured to ensure control and effectiveness of the quality system. With ongoing monitoring and analysis of quality objectives, and implementing the required corrective or preventative actions, the planned outputs of the quality system and continuous quality improvement are achieved.

The effectiveness of the quality management system is evaluated during management reviews in the areas of: (1) providing product or services that meet customer requirements, (2) customer satisfaction, (3) preventing non-conformities and (4) continual improvement.

**Validation of Quality Service Delivered**

Validation of quality service is achieved through a set of metrics that include: (1) response time to customer service calls, (2) mean time to repair, (3) work orders completed in one call, (4) customer escalated work orders, and (5) rating on daily customer surveys. Annual customer satisfaction surveys are conducted by PEAK's Service Organization to ensure we are providing services that meet our customer requirements, with the continuous goal of customer service.



PEAK Customer Service Engineers (CSE) are factory trained and certified in the leading printing and bar-coding technologies. PEAK is committed to ongoing training programs and has a formal launch process for the release of new equipment by the manufacturers. Our CSE's have an average of 15 years in the printer / auto-ID industry. PEAK will agree to assign certified personnel, and to keep these certifications current.

Each service region is required to make sure their CSE's are trained on any products they are supporting. PEAK has programs and processes in place to ensure compliance.

**PEAK's Quality Policy Measurements**

Return Material Authorizations: RMA's provide PEAK with feedback from our CSE as to why a part was returned and if corrective or preventative action is required.

Supplier Q/D Ratings: Utilizing this measurement with our suppliers we are able to monitor the on time delivery performance.

Response time to customer service calls: Monitor to ensure PEAK is meeting the contractual commitments.

Mean time to repair: Length of time it takes to repair a piece of equipment and address certain technical issues.

Work orders completed in one call: Percentage of problems are fixed on the first call with the correct parts available.

Customer escalated work orders: The number of escalations, reasons for customer escalations, and how PEAK addresses them to completion.

Rating on daily customer surveys: On a scale of 1 to 5 (5 being the highest) randomly selected customers rate our onsite performance.

Annual customer satisfaction surveys are conducted by PEAK's Service Organization to ensure we are providing services that meet our customer requirements, with the goal continuous goal of customer service.

**1.0705 Warranty for Products or Services**

The Contractor shall discuss all aspects of their warranty. This shall include the warranty associated with the actual product being proposed, as well as the warranty associated with any service work performed under the contract. The Contractor shall also discuss how they will handle any repairs that need to be made due to damaged or defective product, how installation problems will be rectified, and the process State agencies should follow to report warranty issues.

**Bidder Response:**

RR Donnelley warrants that for a period of twelve (12) months from the date of manufacture, the products manufactured and sold by RR Donnelley are free from material defects in material and workmanship and conform substantially to any specifications that are a part of the Agreement. The sole and exclusive obligation of RR Donnelley and the sole and exclusive remedy of State of Michigan under this warranty is limited, at RR Donnelley's option, to the replacement or reworking of the defective products or the return of that portion of the purchase price applicable to the defective products. Except for any express warranty set forth herein, RR Donnelley makes no, and disclaims all warranties, representations or guarantees of any kind or nature, whether express, implied or statutory, including, without limitation, warranties of merchantability, non-infringement, fitness for a particular purpose or use and warranties of uninterrupted or error-free performance of products or services. RR Donnelley's maximum liability for any and all claims arising directly or indirectly from the performance of its obligations under the Agreement, whether resulting from RR Donnelley's



negligence or otherwise, shall not in the aggregate exceed the purchase price of the products or services affected

**Printer Service Warranty**

PEAK uses the criteria set by the original equipment manufacturer for warranty policies. For the SOM contract all equipment is under a PEAK maintenance agreement, therefore all defective parts are covered.

PEAK warrants its repair work for a period of 30 days following the performance of any services. PEAK’s liability under this warranty is conditioned upon the receipt of prompt notice of defects as to parts and or workmanship from SOM and is limited to repairing, or at PEAK’s sole option, to replacing the equipment. Peak warrants to Customer for a period of sixty (60) days following the performance of any installation work by Peak, that such work will be performed in a good and workman-like manner.

The Kyocera printers come with a 1 year factory warranty against manufacturer defects. If the printer was defective or DOA, the state would notify PEAK and we will issue a return goods authorization and have the defective/DOA unit returned to the original equipment manufacturer and a new printer will immediately be shipped to the state.

If a warranty issues arises PEAK has a 24 x 7 call center that can be reached by dialing 800-PEAK-FIX. State personnel should call the 800 numbers to log a service call and then the appropriate Customer Service engineer would be dispatched during normal business hours. Further details regarding our printer service and warranty process is provided in our response to Section 1.087.

**Forms and Decal Warranty**

RR Donnelley warrants that the forms and decals manufactured and sold by RR Donnelley are free from material defects in material and workmanship and conform substantially to specifications that are a part of the Agreement and set forth in Section 1.0701.

Further details regarding processes the State of Michigan should follow to report print product defects or service issues are described in section 1.031.

**1.0706 Training**

Contractor shall discuss their training capabilities and the training to be included in the Contract. The Contractor shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, the Contractor shall provide in-service training to agency personnel on products, installation, and product safety issues.

The Contractor shall also provide agency training jointly with the State as needed during the period covered by the contract at no additional charge. Listed below are the training requirements. Contractor shall discuss their ability to comply with these training requirements.

1. Program Training--The Contractor will provide training to the State of Michigan in the use, setup, and programming of all proposed printing solutions. Such training will take place at a location in Lansing established by MDOS and on dates mutually agreeable to MDOS and the Contractor. The Contractor shall continue to provide program support throughout the terms of this Contract.
2. Installation and Operation--The Contractor will provide training to MDOS staff (i.e. Train the Trainer) in the installation and operation of the printing solutions proposed. MDOS staff will be the primary party responsible for the installation and operations training.
3. Train the Trainer--The Contractor will provide Train the Trainer programs for MDOS staff. It is expected that 40 MDOS staff will require the Train the Trainer program. The Train the Trainer programs will all take place in Lansing at a location to be provided by MDOS. A maximum of four sessions will be



required. The initial session will take place prior to the beginning of the Trial Period and the remaining sessions will be at a time mutually agreeable to MDOS and the Contractor.

4. On-Going Assistance--While personnel from the Contractor are not expected to be on site for installations in branch offices and internal units of MDOS, Contractor personnel will provide assistance should problems in the installation and operation of the printing environment occur. The Contractor shall describe the method of ongoing support.
5. Training for IRP-- The Contractor is responsible for all matters associated with the installation of the equipment and for any training of MDOS staff in the operation of the equipment associated with IRP printing.

**Bidder Response:**

1. RR Donnelley and Peak understand the complexity of the Printing Solution in the context of the current and future IT infrastructure of your organization to be sure there is a seamless integration once BAM is implemented. Peak has extensive experience with printing solutions and will provide training on the use, setup and programming of the printing solution. PEAK has certified training personnel that are printer experts and have many years of customer training experience. Peak will also provide basic operator training for the printers, which will include how to use the printer menu, load the consumables, load the paper, print drivers, review the printer settings, set up the IP address on the printer, and basic cleaning of the printer.
2. Basic Installation Training will be provided - Basic set up of a Device, also sometimes referred to as "e-Set-up". Includes removing from cartons, assembling the component Parts, installing consumables, plugging into power source and printing a configuration page. Exact steps and instructions will be available for each model.
3. PEAK has a formal training program and will have our professional Print Technologies trainer train the MDOS staff. The training will include hands on application and training materials.
4. On-Going Assistance--While personnel from the Contractor are not expected to be on site for installations in branch offices and internal units of MDOS, Contractor personnel will provide assistance should problems in the installation and operation of the printing environment occur. The Contractor shall describe the method of ongoing support.

PEAK has a technical support line that the MDOS staff would be able to access during the installation and roll out. This team of technical experts would be able to walk the MDOs staff through any issues. PEAK also will work very closely with Kyocera to insure proper technical information is available.

5. All Training would be performed as described above for the IRP locations.

**1.0707 Special Programs**

The State is interested in any other special programs that the Contractor may have. Please discuss these programs, such as return policies, trade-in programs allowing the return of new product not needed, quantity discounts, etc.

**Bidder Response:**

Neither PEAK nor Kyocera , the printer manufacturer offer trade in programs for printers.

To ensure environmentally sound disposal practices we will offer the ability to dispose of used Kyocera printers and provide the State with a certificate of disposal. The state would have to pay the freight to the disposal center. The printers would be disposed of in an approved manner.



***We are offering a quantity-discounted price to the State for both printers and toners. See pricing section.***

**1.0708 Security**

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

Upon review of the security measures included in the Contractors proposal, the State will decide whether to issue State ID badges to the contractor's delivery personnel or accept the ID badge issued to delivery personnel by the Contractor.

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

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities; see section 2.051, Background Checks and Security.

The State reserves the right to enter the contractor's premises at any time during production to inspect production methods and compliance with all provisions in the contract.

The Contractor shall describe their current process/system for the destruction of any secure form, tab stock, or decal which is damaged or mutilated during the production process.

**Bidder Response:**

RR Donnelley understands these requirements. Any contract administrator or Customer Service Representative receives background checks prior to employment with RR Donnelley. Most of our deliveries will be provided by common carriers, such as UPS, and will not be RR Donnelley employees. In addition, PEAK employees receive background checks prior to employment. RR Donnelley shreds all secure forms classified as negotiable that may have been damaged during the press set-up or during production. All negotiable products are separated during the manufacturing process and stored in a secure area for shredding by a licensed and bonded shredding service. The State of Michigan is welcome to tour the RR Donnelley facilities at any time. We encourage our customers to tour our facilities and watch the production process since it proves to be a great education.

**Delivery Capabilities**

**1.0709 Time Frames**

It is requested that **all printed form orders** be delivered within sixty (60) calendar days after receipt of order. However, the Contractor shall discuss in detail the various delivery programs available. The State is interested in both a standard delivery program and a quick-ship program. Please discuss the delivery time associated with each program, as well as if there are quantity and other limitations for the quick ship program.

**Bidder Response:**

RR Donnelley's average lead time for producing new orders is typically 4-5 weeks, while repeat orders can be produced in 2-3 weeks. Depending on the order quantity approved and ordered by MDOS, RR Donnelley has the ability to store the entire order in an RR Donnelley owned warehouse for quick



deliveries. This would allow MDOS to receive requested shipments by the next business day if required. All RR Donnelley warehouses are linked to a common system which allows for real-time reports of inventory to our customer. As a customer of RR Donnelley you would have access to these real-time reports.

**Inventory Management Programs**

RR Donnelley and Peak have many buying options that the State of MI can take advantage of for product availability, and reduced inventory.

**Blanket Orders**

Typically agreed to upon in annual segments, Blanket Orders may be utilized for large usages/orders that will be provided to the customer in minimal, yet fixed increments, regularly.

**Minimum / Maximum Inventory Management**

RR Donnelley and Peak will manage the product inventory and ship product to you as you require the product. We will maintain sufficient quantities of inventory based upon agreeable minimum / maximum levels.

**Make & Hold Inventory Management**

Similar to the min/max agreement above we will manage the product inventory and ship product to the customer from time-to-time, based on a quantity commitment. Again, this will ensure quantity purchasing (to lower the unit cost) with no inventory burden.

It is requested that **all printer orders** be delivered within 30 calendar days after receipt of order. **Printer orders for the Contractor's new printing solution will be coordinated with implementation of BAM.** However, vendors shall discuss in detail the various delivery programs available. The State is interested in both a standard delivery program and a quick-ship program. Please discuss the delivery time associated with each program, as well as if there are quantity and other limitations for the quick ship program.

Bidder Response:

Printer deliveries will be accomplished within 30 days after receipt of order.

The State is interested in quick ship delivery for toner/supplies.

Bidder Response:

We will offer a shipping program that would ensure we have toners in stock and can ship within 24 hours of order placement. To ensure the correct availability we would request some usage data to determine the product / supplies stocking levels needed to meet a quick ship.

**1.0710 Minimum Order**

Printers, Printer Devices, and Consumables

It is requested that one (1) is the minimum order for printers, printer devices, and consumables.

Bidder Response:

RR Donnelley agrees that one (1) is the minimum order for printers, printer devices, and consumables.

Forms and Tabs

The minimum order for forms and tabs is defined in Attachment A – Price Proposal.

Also, please indicate in the space provided below any additional charge (handling fee) to be applicable on orders under the bidder's minimum order requirement.

Bidder Response:



All Forms pricing in the Contract is based on the production of the order quantities listed in the Pricing section. If production order quantities are below those listed, pricing will need to be modified to reflect the new quantity. In regards to shipments, the minimum order quantity is one full carton.

**Form Overruns/Underruns**

The State will accept no more than 5 % overruns/underruns. No overruns/underruns will be accepted on the sequentially numbered forms. (For example: BDVR-ENV-5 Self Mailer Watercraft Registration Form and TR-1L-DTP Dealer Direct Vehicle Registration Form).

**1.0711 Packaging**

The Contractor is requested to provide packaging that most closely meets these packaging sizes (see Attachment C – Forms Specifications). However, bidders can submit alternates. The state reserves the right of final approval on packaging offered by the bidder.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (DOT) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

Bidder Response:

RR Donnelley can meet the packaging requirements specified. We do have some recommendations on packaging of forms with decals that will improve the performance of the product. We have stated packaging recommendations in Attachment C.

**1.0712 Palletizing**

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

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

Bidder Response:

RR Donnelley can meet the palletizing requirements.

**1.0713 Delivery Term**

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders as stated in this RFP.

Refer to Section 1.082 Warehousing and Distribution of Forms.

**Freight Charges** - Should an agency order below the minimum order requirement of a Contract, or should a vendor quote F.O.B. Shipping Point on one-time purchases, the Contractor for shipping products must use one of the following carriers. Orders being shipped from or to in the State of Michigan or the States of Illinois, Indiana, Ohio, and Wisconsin, use Alvan Motor Freight (Tel: (800) 632-4172, attention Earl Batenburg); orders being shipped from or to ALL other states, use Roadway Express, Inc. (Tel: (800) 253-3193, attention David Lewis).

United Parcel Service (UPS) must be used in instances where the weight of the shipment is less than 150 lbs., or where shipments could be separated into smaller parcels such as three (3) 50 lb. packages. Also, if the shipment weighs less than 150 lbs, but costs \$3000 or more, it must be sent by the appropriate carrier listed above.

If the Contractor fails to follow these shipping instructions, the State shall pay the carrier used and deduct the difference from the Contractor's invoice for the amount that was charged and the amount that would have been charged if the requested carrier had been used.



**Bidder Response:**

RR Donnelley agrees that our pricing will include Freight. We will follow the SOM requirement above for Freight charges that fall outside of the standard and use your contracted carriers.

**1.0714 Contract Performance**

Indicate if the Contractor has had a contract terminated for default in the last three years. Termination for default is defined as notice to stop performance which was delivered to the Contractor due to the Contractor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Contractor, or (b) litigated and determined that the Contractor was in default. If the Contractor has not had a contract terminated for default, the Contractor must affirmatively state this under "Reason" below.

If no terminations exist, the Contractor must affirmatively state this.

**Note:** If the Contractor has had a contract terminated for default in this period, the Contractor must submit full details including the other party's name, address, and phone number. Purchasing Operations will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

**Termination:** \_\_\_\_\_  
**Reason:** None

**1.0715 Place of Performance**

The Contractor, in the performance of this contract, must state if they intend to use one or more plants or facilities located at a different address from the address indicated in section 4.011. The following information must be provided for these plants or facilities:

<b>Place of Performance Full address</b>	<b>Owner/Operator of facility to be used</b>	<b>Percent (%) of Contract value to be Performed at listed Location</b>
Angola, IN	RR Donnelley	60%
Iowa City, IA	RR Donnelley	20%
Columbia, Maryland	Peak Technologies	10%
Southfield, MI	RR Donnelley Sales Office/Customer Service Center	10%

**1.0716 Environmental Requirements**

**Energy Efficiency Purchasing Policy** – The State shall seek wherever possible to purchase energy efficient products. This may include giving preference to U.S. Environmental Protection Agency (EPA) certified ‘Energy Star’ products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable bids.

**Environmental Purchasing Policy** – The State of Michigan has committed to encourage the use of products and services that impact the environment less than competing products. This can be best accomplished by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution.

Environmental components that may be considered in Best Value Purchasing evaluation include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bio-accumulative. Bidders able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

**I. Recycled Content and Recyclability**

**A. Recycled Packaging.** Contractor may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more



environmentally preferable. It is desirable that the Contractor offer packaging which:

- a. is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard).
- b. minimizes or eliminates the use of polystyrene or other difficult to recycle materials.
- c. minimizes or eliminates the use of packaging and containers or, in the alternative, minimizes or eliminates the use of non-recyclable packaging and containers.
- d. provides for a return program where packaging can be returned to a specific location for recycling.
- e. contains materials which are easily recyclable in Michigan.

Contractor is requested to indicate below an estimate of the percentage of recycled materials, if any, contained in each item bid. Higher percentages of recycled materials are preferred. Product performance is paramount, whether containing recycled material or not; however, preference will be given to products that perform up to specification and are environmentally preferable without compromising quality.

0% (Total estimated percentage of recovered material)

0% (Estimated percentage of post-consumer material)

0% (Estimated percentage of post-industrial waste)

**Certification**

I, William R. Schoenherr, am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

WRS

**II. Materials Identification and Tracking**

A. Hazardous Material Identification. 'Hazardous Material', as used in this clause, includes any material defined as hazardous under the latest version of the Federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the contract).

(1) The Contractor must list any hazardous material, as defined in §370.20 (a) of 40 CFR, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, enter 'None')	Identification Number
None	

(2) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(3) The Contractor agrees to submit, for each item as required prior to award, a Material Safety Data Sheet for each hazardous material identified in paragraph (1) of this clause. Data shall be submitted in accordance with Section 312 of the Federal Emergency Planning and Community Right-to-Know Act, whether or not the apparently successful bidder is the actual manufacturer of these items. Failure to submit the Material



Safety Data Sheet prior to award may result in the Contractor being considered non-responsive and ineligible for award.

B. Mercury Content. It is the clear intent of state agencies to avoid purchasing products that contain intentionally-added mercury whenever possible. The Contractor shall offer mercury-free product alternatives whenever available. Should mercury-free alternatives not exist, as presently is the case with a few select products and devices such as fluorescent lamps, or where the alternative is not yet cost competitive, such as dental amalgam, Contractor shall offer the lowest mercury content available for a given application. Contractor shall disclose whenever products contain added-mercury by using the following format.

( ) Product contains added-Mercury (attach an explanation that includes: the amount or concentration of mercury and justification as to why this particular product is essential).

In addition, the Contractor shall ensure that all products to be purchased containing intentionally added-mercury shall be labeled as: "product contains mercury/recycle or dispose of properly." For instances where space constraints limit the amount or size of print, the chemical symbol "Hg" followed by a picture of a trash container with a diagonal line through it shall suffice for labeling requirements.

CONTRACTOR PLEASE NOTE: Michigan Law Prohibits the sale of mercury-containing thermostats, thermometers, sphygmomanometers (blood pressure monitors) and other types of medical devices. For specific details visit: [http://www.michigan.gov/deq/0,1607,7-135-3307\\_29693\\_4175-160230--,00.html](http://www.michigan.gov/deq/0,1607,7-135-3307_29693_4175-160230--,00.html).

C. Brominated Flame Retardants (BFR). Contractor shall disclose whether the products being offered contain toxic flame retardants. Contractor is encouraged to provide BFR-free alternatives when available.

( x ) Product does not contain BFR's

( ) Product does contain BFR's (attach an explanation)

D. Ozone Depleting Substances

'Ozone-depleting substance', as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as:

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:

'Warning: Contains (or manufactured with, if applicable) \_\_\_\_\_ (insert the name of the substance(s)), a substance(s) which harms the public health and environment by destroying ozone in the upper atmosphere.'

A. Clean Air and Water

Contractor certifies that any facility to be used in the performance of this contract has all the necessary environmental permits and is in consistent compliance with all applicable environmental requirements and has no outstanding unresolved violations.



The Contractor will immediately notify the state, before award, of the receipt of any communication from the Environmental Protection Agency or any state environmental agency, of civil or criminal enforcement for any facility that the vendor proposes to use in the performance of this contract.

WRS

B. Emergency Planning and Community Right-to-Know Reporting - By signing this offer, the Contractor certifies that:

(1) The owner or operator of each facility that will be used in the performance of this contract is in compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.). EPCRA filing and reporting requirements include emergency planning notification, release reporting, hazardous chemical inventory reporting, and toxic chemical release inventory (TRI) reporting.

(2) The owner or operator of each facility that will be used in the performance of this contract will maintain compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.) for the life of the contract.

\_\_\_\_\_ (Initial)

**1.0717 Subcontractors**

Indicate below **ALL** work to be subcontracted under this Contract (use additional attachment if necessary; estimates are acceptable):

<b>Description of Work to be sub-contracted</b>	<b>Percent (%) of total contract value to be sub-contracted</b>	<b>Sub-contractor's name and principal place of business (City and State)</b>
Service, Printers & Toner	30%	Peak Technologies Columbia, MD
Leasing of Equipment	10%	CreekrIDGE Capital Edma, MN

**1.0718 Reports and Meetings**

(a) Reports.

Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of periodic reports to be issued by Contractor to the State. Such reports will include:

- (i) separately address Contractor's performance in each area of the Services;
- (ii) for each area of the Services, assess the degree to which Contractor has attained or failed to attain the pertinent objectives in that area, including on-time completion and delivery of Deliverables;
- (iii) explain the reasons for any failure to achieve on-time completion and delivery of Deliverables and include a plan for corrective action where appropriate;
- (iv) describe any circumstances that Contractor anticipates will impair or prevent on-time completion and delivery of Deliverables in upcoming reporting periods;
- (v) include plans for corrective action or risk mitigation where appropriate and describe the status of ongoing problem resolution efforts;
- (vi) provide reports setting forth a comparison of actual hours spent by Contractor (including its augmented personnel and Subcontractors) in performing the Project versus hours budgeted by Contractor;
- (vii) set forth a record of the material personnel changes that pertain to the Services and describe planned changes during the upcoming month that may affect the Services;
- (viii) include such documentation and other information may be mutually agreed to verify compliance with, and meeting the objectives of, this Contract;



(ix) set forth an updated schedule that provides information on the status of upcoming Deliverables, expected dates of delivery (or redelivery) of such Deliverables and estimates on timing for completion of the Project.

(b) Meetings.  
 Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of meetings to be held between representatives of the State and Contractor. Contractor shall prepare and circulate an agenda sufficiently in advance of each such meeting to give participants an opportunity to prepare for the meeting. Contractor shall incorporate into such agenda items that the State desires to discuss. At the State’s request, Contractor shall prepare and circulate minutes promptly after a meeting.

**1.0719 Samples/Models- Deleted Not Applicable**

**1.080 Additional Requirements**

**1.081 Additional Terms and Conditions specific to this Contract**

**1.082 Warehousing and Distribution of Forms**

Pre-printed forms will be stored by the Contractor in a climate controlled, secured environment and be shipped by the Contractor in the quantities and to the locations specified by MDOS. Distribution of forms from the Contractor to MDOS will be made by the carton. Shipment of forms must be made within two days from the date of request by MDOS.

The Contractor must provide electronic access to inventory levels and distribution reports of Department forms stored by the vendor. It is preferable that the access provided by the vendor allow for distribution of forms by authorized MDOS employees – but is not required.

The Contractor shall store forms for up to two years at no cost to the State.

Bidder Response:

RR Donnelley agrees to store forms for this contract in our warehouse and distribute as required. Standard delivery time from our warehouse to SOM is 1 business day and potentially 2 business days for some of the UP locations. In addition, if the State of Michigan chooses to use RR Donnelley’s proprietary CustomPoint solution for ordering and reporting, the MDOS employees would have real-time access to dozens of stock reports as well as Ad Hoc reports.

**1.083 Alternative Printing Solution**

In addition to the solutions proposed in this request, the Contractor may also provide an alternative solution that may involve more than one printing solution. For example, one type of printing equipment may be proposed for tab forms while another may be proposed for all other printing.

Bidder Response:

See Alternative Solutions and Suggestions Attachment

**1.084 Installation Supplies**

1. Contractor Identify--Any supply items needed in the installation of the printing equipment requested must be identified by the Contractor. Installation supplies would include those items which must be installed at installation and would be considered necessary to the operation of the printing equipment. Such supply items would include any cabling needed to connect the printing equipment to a workstation or network.



2. Installation Supply Cost--Installation supply items as identified by the Contractor are to be provided by the Contractor under the terms of this Contract. All items are to be of the necessary quality to insure that the printing environment is operating at its maximum potential. When providing the cost of installation supplies, the Contractor may identify each item needed and provide the total cost for each item needed or the Contractor may identify each item and simply state that the item is included with the cost of the printing equipment.

3. Installation Supply Items for IRP printing environments--the Contractor must identify and include the cost of all installation supply items for these environments.

**Bidder Response:**

No Installation Supplies are required with the exception of an Ethernet cable. Since we are swapping out a networked printer with another network printer, we are assuming this cabling is already in place, however, if it is not we will provide.

**1.085 Printing Environment Supplies**

1. Any supply items needed in operation of day-to-day printing must be identified by the contractor. Supply items would be those items that must regularly be replaced as a function of the print process. They would include toner or ribbons depending on the type of printing environment being bid. If the paper required for the printing of forms is something other than plain paper, the Contractor must identify the type of paper required.

2. Supply Cost—Contractor must identify operating costs on a per page basis for the printing environment (excluding the cost of forms and tabs.) Supply items, as identified by the Contractor, are to be provided by the Contractor under the terms of this Contract. All supply items are to be of the necessary quality to insure that the printing environment is operating at its maximum potential.

For determining the cost of supply items for the printing environment requested under the BOS workstations, the cost should be based on the printing of **8 million registration forms**.

For the printing environment requested under the **IRP printing process**, the cost of supply items should be based on the printing of **70,000 registration forms**.

A coverage on each form of 5% should be assumed. If the printing solution uses plain paper, the cost of this paper should not be identified in this Contract. If the printing solution requires paper other than plain paper, the cost of this paper must be identified.

When providing the cost of supply items, the cost of each supply item identified must be given. Supply items must include toner costs both annual and per cartridge, as well as toner cartridge life expectancy based on pages printed. The cost must be given as a per item cost and as a total yearly cost based on the Contractor's estimated yearly need for that item from information provided in the preceding paragraph.

The Contractor shall not refuse to furnish supply items to the MDOS during the contract period for the printing environment. See Price Term 1.062.

**Bidder Response:**

The Kyocera printers would require the following supplies:

- For the existing printers 1800
- 1800 TONER - TK60
- Maintenance kits 1800 MNTC KIT MK60



For the existing 1500  
 1500 TONER TK12  
 Maintenance kits 1500 PROCESS UNIT PU102

For the proposed new printers  
 New FD2000DN printer  
 2000DN TONER TK312  
 2000DN Maintenance KIT MK310

New FS3900Dn printer  
 3900 TONER TK322  
 3900 Maintenance KIT MK320

We are recommending the Kyocera OEM brand of toner for the FS2000 DN printer, which has a toner cartridge that **covers 12,000 sheets at 5% coverage.**  
 And Kyocera OEM brand of toner for the FS3900DN printer, which has a toner cartridge that **covers 15,000 sheets at 5% coverage.**

We do not recommend recycled toner for this program, nor does Kyocera for the proper operation of their printer. Although recycled toner offers a lower price point it does not produce the consistency of results required for this application. It also does not necessarily meet the results listed here for coverage, and could result in more toner required than is necessary.  
 Since we do not know the mix of printers for the different forms, here is our suggestion at maximum usage based on the form count and assuming 5% coverage.

The BOS sites at 8 million registration forms  
 FS2000 cartridge at 12,000 sheets a total of 667 cartridges maximum annually would be required  
**(8,000,000 / 12,000 = 667)**

FS3900Dn cartridge at 15,000 sheets a total of 534 cartridges maximum annually would be required  
**(8,000,000 / 15000 = 534)**

The IRP Printing Process sites at 70,000 registration forms  
 FS2000 cartridge at 12,000 sheets a total of 6 cartridges maximum annually would be required  
**(70,000 / 12,000 = 6)**

FS3900Dn cartridge at 15,000 sheets a total of 5 cartridges maximum annually would be required  
**(70,000 / 15000 = 5)**

**1.086 Trial Period**

MDOS would like a demonstration of the proposed printing solution prior to a trial period.

1. Length of Period--Before the final acceptance of the full contract order for printing environment and in coordination with the implementation of BAM, it is MDOS' intention to conduct a pilot study of the system in six - twelve branch offices. The trial period will last at a minimum 90 days.
2. Purpose of Trial Period--The trial period will be used to determine the compatibility of the printing environment in the branch office environment. An assessment will be made to determine whether the printing environment and forms function in a manner as outlined in the specifications and as bid by the bidder. During the trial period, the Contractor will be given the opportunity to work out any problems that may arise.
3. Number of Printing Devices Used in Trial--Approximately 30 - 60 printing devices will be used in the trial offices plus one piece of printing equipment for the internal units and the IRP printing environment.



4. Conclusion of Trial Period—At the conclusion of the trial period, a determination will be made by MDOS as to whether the forms and associated printing environment have met the specifications of this contract.

Bidder Response:

We will work with the state and its vendors during the trial period to ensure the printers work as required. PEAK will coordinate with EDS for the test period prior to installing the balance of the printer’s hardware at the customer’s site. The testing consists of, but is not limited to, the following:

Test and Integration of customer purchased hardware with the EDS software and forms

- Verify hardware to host connectivity
- Verify form printing
- Have multiple users stress test the application to determine latency and load balancing
- Validate proper hardware functionality
- Have acceptance sign off by the State

**1.087 Maintenance Service /Assurances**

1. Service and Maintenance Plan

Maintenance shall be performed in a manner to ensure continuous operation of the system (all components) at all locations including printing devices (existing or proposed) used to support forms and material needed as a bridge for the MDOS BAM implementation. **Attachment B - MDOS Branch Office Locations** contains a listing of all offices at which printing equipment will be located. Proposals shall include a comprehensive service and maintenance plan, which, at a minimum, shall include:

a. The number of service representatives available and their office locations in the state.

PEAK has over 10 service representatives supporting customers in Michigan today, along with one District Supervisor and a Regional Service VP.

PEAK’s Service Locations for the State of Michigan will be:

Lansing, MI

- Sterling Heights, MI
- Taylor, MI
- Grand Rapids, MI
- Fort Wayne, IN
- Toledo, OH
- South Bend, IN
- Merrville, IN
- Saint Paul, MN
- Nennah, WI

b. Preventative maintenance procedures in branch offices, internal processing and contracting responsibilities related to preventative maintenance.

Preventive maintenance (PM) can be scheduled in advance by calling PEAK at 800-PEAK-FIX and place a request for PM service, by providing equipment serial numbers. The service entitlement and location is verified with the caller. The request for a PM is recorded in a “work-order” and the number is provided for reference.

PEAK will then schedule the Customer Service Engineer (CSE) to perform the PM. The CSE will contact the customer to confirm the date for the scheduled PM.



- c. A detailed plan for regular scheduled routine maintenance checks by the contractor for all locations.

**Preventative Maintenance:** PEAK will provide preventative maintenance as required and determined by the hardware manufacturer. If no preventative maintenance is required, PEAK will visit each unit under contract at least once during the course of a year, with or without a service call. PEAK will complete each remedial maintenance call by cleaning, or performing a PM, on the unit serviced.

- d. Proposed response procedures and time frames for inoperable equipment including backup systems.
- e. Procedures for MDOS personnel to report malfunctioning equipment and vendor follow-up.

Once a PEAK's CSE's is dispatched to make the repair, they will make every effort to repair the equipment, if it is determined that the unit can not be repaired in the specific contracted time frame, then a backup printer will be supplied by PEAK.

**Onsite Support :**

PEAK will provide on site repair and maintenance service during the maintenance period at the locations where the Equipment is located as per SOM 's requirements.

To access this service the State can call 1-800-PEAK-FIX and place a request for service, by providing equipment serial numbers. The service entitlement and location is verified with the customer. The problem is recorded in a "work-order" and the number is provided for reference. The process is as follows:

PEAK will dispatch a Customer Service Engineer (CSE) to the SOM site to perform the repair and maintenance services. PEAK CSE's carry a stock of trunk inventory specific to the printer under contract in their geographic area.

- The CSE will contact SOM within one (1) hour of dispatch to confirm the problem and provide an arrival time.
- Service calls will be provided within the time frame set forth by SOM 's Service Level Agreement. - Next day response
- Once on site, the PEAK CSE will diagnose the problem and attempt to fix it at that time. If they need to order parts or get additional information, they will let the customer know the status. If they need to return another day to complete the repair, they will provide SOM with an estimated arrival time and problem resolution.
- If the CSE needs to order additional parts, they will call into the PEAK call center and place their request for parts, which are processed and ordered for next day drop delivery.
- The CSE will communicate the status of the repair and maintenance service to SOM and provide updates as needed.
- Each CSE has access to PEAK's Technical support center which is staffed with experts who will assist the CSE via the phone and who also have access to the equipment manufacturers technical support staffs to solve any unusual issues.



- Once the CSE has completed the repair, they call into the PEAK call center and close out the work order, providing the complete details of the activity – the parts used, time it took to make the repair, the results of the repair, and the status if additional parts need to be ordered. This information is logged into the work order in SAP.

- Every effort is made to resolve the equipment problem on the first attempt.

f. Reliability data on the contractor’s existing system, including average amount of down-time, a listing of all problems that have occurred with existing systems, and the frequency of occurrence of these problems.

**PEAK Business Recovery Plan**

PEAK Technologies has had a Business Continuity and Disaster Recovery Plan in place since 1998. Our plan calls for a hot site to be used for all critical IT systems and personnel in the event our facility in Columbia, MD could not be occupied. The plan is tested twice per year at our remote site in Gaithersburg, MD. A major goal that was achieved for our Business Recovery Plan was to be able to assure our business clients that PEAK in the event of a disaster will be able to restore our critical business operations in a timely manner.

**Service Requests**

In the event of a disaster our telecommunication providers would be notified to re-direct all lines to Gaithersburg. Our IT Systems Technical Team would report to the hot site to restore critical IT system. The State personnel would contact PEAK for service on the same telephone numbers used during normal operations. During the restore time at the hot site, service calls would be automatically routed to our service call backup facility in New Hampshire.

**Service Parts**

PEAK Customer Engineers, based on service contracts in their territory, carry specified spare parts in their vehicle. PEAK operates a warehouse in New Hampshire that is used for spare parts warehousing. Equipment manufacturers routinely ship spare parts directly to drop points around the county to Customer Engineers. This process running smoothly during normal business conditions would continue during a disaster situation.

g. Suggestions for alternatives to on-site maintenance.

**Depot Repair:**

The State of Michigan could consider having spare units and utilize a depot repair contract for some of the remote locations in lieu of on-site service. This solution has a lower maintenance costs compared to on-site maintenance. This option can be less expensive for the repair, but would require spare printers if uptime is critical. The recommended response is a 3-day depot repair contract. If interested in this option pricing will be provided to The State of Michigan.

Depot Response Time: 3 Business Days (in house). This means the unit repair will begin the next business day AFTER the unit is received at the depot repair center. The depot then has 3 business days to make the repairs. The unit is then shipped back to the SOM location. If the repair center finds abuse or has to order additional parts, the time may be extended and PEAK will contact SOM.

A Depot repair contract would include: inspecting, diagnosing and recording product failures. For failures within normal use, the depot will restore products to factory specs via repair or replacement of parts or the unit, as appropriate. The depot will perform repairs using certified parts and apply applicable product updates, as defined by the Manufacturer. Products are restored to operate under manufacturer factory specifications. All repairs have a 30-day warranty.



**Depot Mail In Support:** PEAK will provide repair and maintenance service during the maintenance period via the Depot Repair Center where SOM mails in the broken devices to be repaired. SOM can call 800-PEAK-FIX and place a request for service, by providing equipment serial numbers. The service entitlement and location is verified with the customer. The problem is recorded in a “work-order” and the number is provided for reference. PEAK will provide an RMA number and shipping instructions including the shipping address for the depot repair center. SOM will then ship the broken unit to the designated repair center listing the RMA number and equipment serial number. The repair center will receive the unit in, repair it, and then ship it back to the SOM location the devices are assigned to. Once the repair is completed, the work order is updated in our SAP system, providing the complete details of the activity – the parts used, time it took to make the repair, the results of the repair, if additional parts need to be ordered, status, and shipping information including the tracking data.

Service calls will be provided within the time frame set forth by SOM's Service Level Agreement. The standard period of maintenance is 8:00 am to 5:00 pm in the time zone where the Equipment is located and excludes PEAK recognized holidays.

- h. Any parts or services which are not covered as part of the maintenance agreement.

**What is NOT Covered Under a Service Contract**

**The following services are NOT included in the RR Donnelley/PEAK's standard terms, but can be provided at additional cost.** The performance of such services (the “Additional Services”) by PEAK, shall be performed, if at all, and billed separately, on a Time & Materials (T&M) basis:

- a. Site preparation and maintenance of customer environment;
- b. Set up and installation of customer equipment;
- c. Movement of customer equipment from one location to another;
- d. Painting or refurbishing of customer equipment;
- e. Adding, changing or removing features or options, or making other functional changes to customer equipment;
- f. Providing consumable supplies (such as paper, ribbons, or print heads) to customer, even if consumed while providing maintenance services;
- g. Systems engineering services, programming services, and operational procedures of any sort;
- h. Maintenance, repair or replacement of parts or equipment, when such services are required due to abuse, misuse, accident, neglect, improper usage, not in accordance with manufacturer's specifications for the equipment, or in excess of an item's duty cycle, or other loss or damage to equipment due to any insurable incident, or any cause or causes external to the equipment.

**Clarification**

**In reference to above – letter b. If it is necessary to install a new printer to replace a printer that is not feasible to repair than the set up and installation will be covered under maintenance contract. Letter d. If a printers parts are covered under warranty (i.e. drum, fuser, are major parts) it is expected that these would be replaced (refurbished) under maintenance contract. Letter e. When a printer is repaired, it will be set-up to provide the printing features that the MDOS office counter printers are expected to perform. Letter g. There is a memory card in each printer that sometimes will be required to be re-formatted using the software on the printers workstation. There is also an IP address that will be required to be programmed to a printer. Letter h. Under normal production use, it is expected that during an item's duty cycle or warranty period that the repair or replacement of parts or equipment be maintained and covered by the maintenance contract.**



In addition, the following process is to be included in the Contractor's preventive maintenance plan proposed:

- a. If the Service Rep determines that a needed repair for a printer is not covered under this maintenance agreement, they are to advise the Branch Manager of the type of repair and estimated cost prior to making such repair.
- b. The Branch Manager will then contact the Lansing Office of the Department of State to obtain authorization for repair.
- c. Once authorization is obtained, the Branch Manager will advise the Service Rep to proceed.
- d. Once the repair is completed the Service Rep will provide our Branch Manager with an itemized bill for the repairs which will include the name of the Service Rep completing the repairs, printer model, serial number, Vendor ID number, a list of parts replaced, cost for each, and total cost for the repair.
- e. The Branch Manager will then sign the bill acknowledging completion of the repairs and retain a copy of the signed billing.
- f. Each month the Contractor will submit an invoice for the chargeable repairs completed for the previous month. This invoice must include an itemized list which includes the printer model, serial number, vendor ID number, printer location, parts replaced, date repair was completed, and total cost for each repair.

**Bidder Response:**

RR Donnelley will invoice the State on a time and materials basis for work performed outside the scope of the contract. RR Donnelley will invoice the state at the end of the month for all the time and material repairs done that month.

**Clarification**

**Any work done outside the scope of the contract must be pre-approved by authorized MDOS employee.**

2. Additional Requirements

The following requirements regarding service and maintenance shall be met by the Contractor:

- a. The Contractor is responsible for the repair cost of the printing environment, as well as the transport of equipment when necessary.
- b. Replacement parts for all printing equipment shall be available for all locations.
- c. The Contractor shall be able to provide service consistent with the normal hours of operation within MDOS. The current schedule for branch offices is 9:00 a.m. to 5:00 p.m. on Monday, Tuesday, Thursday, Friday and 9:00 a.m. to 7:00 p.m. on Wednesday. These hours are based on Eastern Standard Time. Business hours for internal work units are 8:00 a.m. to 5:00 p.m.
- d. The Contractor shall respond to service calls within 15 minutes (phone contact) during business hours.
- e. In the event that the printing environment is inoperable, the printing environment shall be repaired within 24 hours of the reported problem to the Contractor or a backup printing environment shall be provided and installed by the Contractor.
- f. All locations shall be able to report problems by making a single phone call. No more than four points of contact across the state shall be available (different areas of the state have different phone numbers to call for service, based on locations); which is at the Contractor's expense. These calls will first be routed through the DIT Client Service Center which will then forward the information to the Contractor.
- g. The Contractor shall provide preventative maintenance on all equipment. These calls shall be made by appointment with at least 48 hours notice to the affected location.



- Appointment times shall be prior approved by the MDOS branch office or internal processing personnel.
- h. If any component of the printing system in a branch office or internal processing unit, is inoperable due to equipment failure for 5% or more of the operational time in a 30-day period, MDOS reserves the right to require the vendor to immediately replace the equipment. When replacement of the equipment is provided, charges for that equipment will be limited to the normal monthly charges for such equipment.
  - i. If the Contractor fails to maintain installed equipment an overall state-wide average of 98% of the operational time in a 30-day period, MDOS reserves the right to terminate the Contract with 90 days written notice to the Contractor, OR MDOS can request a credit on that period of time's maintenance cost (1/12 for 1 month).
  - j. The Contractor shall include a computerized tracking system for repairs that are made to the printing environment. This tracking system shall allow for the vendor personnel to enter a message or indicator into the tracking system when a service call is made. The service representative shall be required to log onto the system and provide information on the problem and the service performed.

**Bidder Response:**

We are including with our proposal onsite service contracts for the printers. Included in the service contract are all parts, travel and labor required to fix the printer. If a repair part is required, PEAK pays for the shipping of that part. Maintenance kits and toner are considered supply item and are NOT covered under a service contract so the state would have to order and pay for these items separately. Cost for toner and maintenance kit is provided in the pricing section.

**Parts:** PEAK uses the criteria set by the original equipment manufacturer to determine consumable and component parts. All replacement parts, with the exception of consumable items as determined by the original manufacturer, will be included in the maintenance agreement at no additional cost. PEAK will replace any parts on equipment under service if they need to be replaced to make the equipment functional. Parts will be replaced on an exchange basis only. PEAK reserves the right to use remanufactured or refurbished parts. Such parts will be equivalent to new when installed in the Equipment. All exchanged parts will become the property of PEAK. PEAK will provide onsite service during the state's business hours.

PEAK has 24 X 7 call center that can be reached by dialing 800-PEAK-FIX. The state personnel would call the 800 numbers to log a service call and then the appropriate Customer Service engineer would be dispatched during normal business hours. All calls are answered by a live person, but the caller does have the option to leave a message.

**Telephone Support**

- PEAK shall provide the state with a telephone response during the principal period of maintenance within the referenced time period following first notification of a problem.
- PEAK shall provide the State with a reasonable amount of telephone support to assist in diagnosing errors and malfunctions that occur when the user is operating the covered Equipment.
- PEAK will provide on site repair and maintenance service during the maintenance period at the locations where the Equipment is located as per SOM's requirements. .
- The SOM can call 800-PEAK-FIX and place a request for service, by providing equipment serial numbers. The service entitlement and location is verified with the customer. The problem is recorded in a "work-order" and the number is provided for reference.
- PEAK will dispatch a Customer Service Engineer (CSE) to the SOM site to perform the repair and maintenance services. PEAK CSE's carry a stock of trunk inventory specific to the printer under contract in their geographic area.



- The CSE will communicate the status of the repair and maintenance service to SOM and provide updates as needed.
- Each CSE has access to PEAK’s Technical support center which is staffed with experts who will assist the CSE via the phone and who also have access to the equipment manufacturers technical support staffs to solve any unusual issues.
- Once the CSE has completed the repair, they call into the PEAK call center and close out the work order, providing the complete details of the activity – the parts used, time it took to make the repair, the results of the repair, and the status if additional parts need to be ordered. This information is logged into the work order in SAP. PEAK would make every effort to repair the broken printer in a timely fashion. If the printer could not be repaired within the allotted time frame, then the PEAK Customer service engineer would replace it with a PEAK owned printer. The broken printer would then be repaired and placed back into PEAK’s hot swap pool.

- **Telephone Support** PEAK shall provide the state with a telephone response during the principal period of maintenance within the referenced time period following first notification of a problem. PEAK shall provide the State with a reasonable amount of telephone support to assist in diagnosing errors and malfunctions that occur when the user is operating the covered Equipment.
- PEAK will provide on site repair and maintenance service during the maintenance period at the locations where the Equipment is located as per SOM’s requirements. .
- The SOM can call 800-PEAK-FIX and place a request for service, by providing equipment serial numbers. The service entitlement and location is verified with the customer. The problem is recorded in a “work-order” and the number is provided for reference.
- PEAK will dispatch a Customer Service Engineer (CSE) to the SOM site to perform the repair and maintenance services. PEAK CSE’s carry a stock of trunk inventory specific to the printer under contract in their geographic area.
- The CSE will communicate the status of the repair and maintenance service to SOM and provide updates as needed.
- Each CSE has access to PEAK’s Technical support center which is staffed with experts who will assist the CSE via the phone and who also have access to the equipment manufacturers technical support staffs to solve any unusual issues.

Once the CSE has completed the repair, they call into the PEAK call center and close out the work order, providing the complete details of the activity – the parts used, time it took to make the repair, the results of the repair, and the status if additional parts need to be ordered. This information is logged into the work order in SAP. PEAK manages the customer’s preventive maintenance requirements by creating a schedule to ensure good communications between the site and PEAK. Scheduling also enables PEAK to better balance the workload and service requirements for the CSE. PEAK would develop a schedule and have it approved by the MDOS branch office and once approved, implement. PEAK utilizes an enterprise resources planning system called SAP to run its service business.

All service related activity is managed inside of SAP – i.e. work orders, time posting, parts ordering, service contract base management.

When the PEAK call center logs a service request it creates a work order in SAP, this work order is given a unique number as an identifier. All additional activities done on this work order are posted against the work order number in Sap. The Customer Service Engineer calls into the PEAK call center and posts any information about the work order, updates, status, parts used, problem codes etc.

Sap then allows various management reports of the status and activities by work orders.

PEAK offers a customer Web based Interface called PEAK ServiceTRAC – an Online Service Request Management Tool PEAK ServiceTRAC is a web-based, secure, automated platform that allows customers



to submit requests for onsite support and depot repair and view their service activity electronically 24 hours a day, 7 days a week at the click of a mouse. The system allows the State to submit equipment repair work orders online and view their work order history. PEAK ServiceTRAC is located on the [www.PEAKdirect.com](http://www.PEAKdirect.com) website.

PEAK ServiceTRAC provides a secure, easy to use method of accessing real-time service information such as technical support calls, repair history and maintenance. PEAK Service TRAC has the following features:

- Enter a service request on-line
- View equipment by work order, purchase order, serial number, model number or location
- Check status of a repair or technical support ticket
- Available twenty-four hours a day, seven days a week
- Multiple users allowed
- Secure, password protected

Contract will include one fuser drum replacement kit and installation for each new printer installed and due after the initial drum fuser is out of warranty. MDOS may decide to have this fuser drum kit installed at the time the initial warranty expires (even if printer is still functioning properly) or to have the fuser drum kit installed sometime after the warranty expires and printer fuser or drum malfunctions.

3. Changes in Maintenance

The State has the option to cancel or switch the type of maintenance for any and all devices with a 30-day written notice.

Bidder Response:

We acknowledge this option.

**1.088 Environment and Space Requirements**

The Contractor shall identify the environment and space requirements for internal printing processes as well as storage required for inventory. In addition, the Contractor shall provide secured, climate controlled storage of inventory prior to shipment to MDOS.

Bidder Response:

Printers: The printers can be stored and run at room temperature.

**The space requirements for the printers are as follows:**

FS2000 DN printer without the extra paper drawer is 15.04 “ w X 15.51” D X 11.22” H

FS2000 DN printer with the extra paper drawer is 15.04 w X 15.51” D x 16.93 “ H

FS3900 DN printer without the extra paper drawer is 15.04 “ w X 15.51” D X 12.60” H

FS3900DN printer with the two extra paper drawers is 15.04 w X 15.51” D x 21.26 “ H



**Article 2, Terms and Conditions**

**2.000 Contract Structure and Term**

**2.001 Contract Term**

This Contract is for a period of five (5) years beginning May 5, 2009 through May 4, 2014. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.130**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

**2.002 Renewal(s)**

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two (2) additional two-year options.

**2.003 Legal Effect**

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

**2.004 Attachments & Exhibits**

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

**2.005 Ordering**

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work.

**2.006 Order of Precedence**

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.



**2.007 Headings**

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

**2.008 Form, Function & Utility**

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

**2.009 Reformation and Severability**

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

**2.010 Consents and Approvals**

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

**2.011 No Waiver of Default**

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

**2.012 Survival**

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

**2.020 Contract Administration**

**2.021 Issuing Office**

This Contract is issued by the Department of Management and Budget, Purchasing Operations and the Department of State (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Irene Pena, Buyer Specialist  
 Purchasing Operations  
 Department of Management and Budget  
 Mason Bldg, 2nd Floor  
 PO Box 30026  
 Lansing, MI 48909  
 Email: [penai1@michigan.gov](mailto:penai1@michigan.gov)  
 Phone: (517) 241-1647  
 Fax: (517) 335-0046



**2.022 Contract Compliance Inspector (CCI)**

After DMB-PurchOps receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with the Department of State, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DMB Purchasing Operations.** The Contract Compliance Inspector for this Contract is:

Mike Butcher  
 Customer Service Administration  
 Bureau of Branch Office Services  
 7064 Crowner Dr., Lansing, MI 48918  
 Email: [ButcherM@michigan.gov](mailto:ButcherM@michigan.gov)  
 Phone: (517) 636-6339  
 Fax: (517) 636-6393

**2.023 Project Manager**

The following individual will oversee the project:

Yvonne Young  
 Customer Service Administration  
 Program Support Section  
 7064 Crowner Driver  
 Lansing, MI 48918  
 Email: [youngy@michigan.gov](mailto:youngy@michigan.gov)  
 Phone: (517) 322-5460  
 Fax: (517) 322-5032

**2.024 Change Requests**

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (b) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work,



the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

**2.025 Notices**

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

State of Michigan  
 Department of Management & Budget  
 Purchasing Operations  
 Attention: Irene Pena  
 PO Box 30026  
 530 West Allegan  
 Lansing, Michigan 48909

Contractor:  
 Name TBD  
 Address TBD

Either party may change its address where notices are to be sent by giving notice according to this Section.

**2.026 Binding Commitments**

Representatives of Contractor must have the authority to make binding commitments on Contractor’s behalf within the bounds set forth in this contract. Contractor may change the representatives from time to time upon written notice.

**2.027 Relationship of the Parties**

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

**2.028 Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

**2.029 Assignments**

(a) Neither party may assign the Contract, or 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 other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State’s likelihood of receiving performance on the Contract or the State’s ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.



(c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

**2.030 General Provisions**

**2.031 Media Releases**

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

**2.032 Contract Distribution**

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

**2.033 Permits**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

**2.034 Website Incorporation**

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in writing that has been manually signed by an authorized representative of the State.

**2.035 Future Bidding Preclusion**

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

**2.036 Freedom of Information**

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

**2.037 Disaster Recovery**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

**2.040 Financial Provisions**

**2.041 Fixed Prices for Services/Deliverables**

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.



**2.042 Adjustments for Reductions in Scope of Services/Deliverables**

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

**2.043 Services/Deliverables Covered**

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

**2.044 Invoicing and Payment – In General**

Invoices will need to be annual, monthly, and as needed.

(a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon by MDOS, the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by MDOS, the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations. Please see Section 1.064 Holdbacks.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

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

**2.045 Pro-ration**

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

**2.046 Antitrust Assignment**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

**2.047 Final Payment**

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance



to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

**2.048 Electronic Payment Requirement**

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

**2.050 Taxes**

**2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes.

**2.052 Sales and Use Taxes**

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

**2.060 Contract Management**

**2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

**2.062 Contractor Key Personnel**

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of



promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

**2.063 Re-assignment of Personnel at the State’s Request**

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State’s request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State’s request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State’s required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

**2.064 Contractor Personnel Location**

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor’s offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

**2.065 Contractor Identification**

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

**2.066 Cooperation with Third Parties**

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State’s Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State’s agents and other contractors reasonable access to Contractor’s Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor’s time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor’s performance under this Contract with the requests for access.

**2.067 Contract Management 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.



**2.068 Contractor Return of State Equipment/Resources**

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

**2.070 Subcontracting by Contractor**

**2.071 Contractor full Responsibility**

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

**2.072 State Consent to delegation**

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted in time agreed upon by the parties.

**2.073 Subcontractor bound to Contract**

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.

**2.074 Flow Down**

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

**2.075 Competitive Selection**

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.



**2.080 State Responsibilities**

**2.081 Equipment**

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

**2.082 Facilities**

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor’s personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the “State Facilities”). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor’s use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

**2.090 Security**

**2.091 Background Checks**

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State’s security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel will be expected to agree to the State’s security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

**2.092 Security Breach Notification**

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

**2.093 PCI Data Security Requirements – Deleted, Not Applicable**

**2.100 Confidentiality**

**2.101 Confidentiality**

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, “Confidential Information” of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation.



“Confidential Information” of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. “Confidential Information” excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

**2.102 Protection and Destruction of Confidential Information**

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

**2.103 Exclusions**

Notwithstanding the foregoing, the provisions of **Section 2.080** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.080** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

**2.104 No Implied Rights**

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

**2.105 Respective Obligations**

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.



**2.110 Records and Inspections**

**2.111 Inspection of Work Performed**

The State’s authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor’s premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State’s representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State’s representatives.

**2.112 Examination of Records**

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor’s books, records, documents and papers pertinent to establishing Contractor’s compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

**2.113 Retention of Records**

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor’s records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

**2.114 Audit Resolution**

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

**2.115 Errors**

- (a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.
- (b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

**2.120 Warranties**

**2.121 Warranties and Representations**

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.



- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.
- (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.



(m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

**2.122 Warranty of Merchantability**

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

**2.123 Warranty of Fitness for a Particular Purpose**

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

**2.124 Warranty of Title**

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

**2.125 Equipment Warranty**

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

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

Within 30 business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

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

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

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

All warranty work must be performed on the State of Michigan worksite(s).



**2.126 Equipment to be New**

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

**2.127 Prohibited Products**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

**2.128 Consequences For Breach**

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

**2.130 Insurance**

**2.131 Liability Insurance**

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must 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 the 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 under this Contract.

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

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

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

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

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

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

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



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

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

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

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

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

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

- 4. Employers liability insurance with the following minimum limits:  
 \$100,000 each accident  
 \$100,000 each employee by disease  
 \$500,000 aggregate disease

- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

- 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.



**2.132 Subcontractor Insurance Coverage**

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

**2.133 Certificates of Insurance and Other Requirements**

Contractor must furnish to DMB-PurchOps, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the “Certificates”). The Certificate must be on the standard “accord” form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer’s attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State’s written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

**2.140 Indemnification**

**2.141 General Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys’ fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

**2.142 Code Indemnification**

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

**2.143 Employee Indemnification**

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must 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 benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, 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 provisions.

**2.144 Patent/Copyright Infringement Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees 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 the 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 the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the 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.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

**2.145 Continuation of Indemnification Obligations**

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

**2.146 Indemnification Procedures**

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

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to



carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

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

**2.150 Termination/Cancellation**

**2.151 Notice and Right to Cure**

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

**2.152 Termination for Cause**

(a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.



**2.153 Termination for Convenience**

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State’s best interest. Reasons for the termination must 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 Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

**2.154 Termination for Non-Appropriation**

(a) 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 Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

**2.155 Termination for Criminal Conviction**

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

**2.156 Termination for Approvals Rescinded**

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

**2.157 Rights and Obligations upon Termination**

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor’s possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which



are resulting from the Contract (which must be provided to the State on an “As-Is” basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State’s property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

**2.158 Reservation of Rights**

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

**2.160 Termination by Contractor**

**2.161 Termination by Contractor**

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

**2.170 Transition Responsibilities**

**2.171 Contractor Transition Responsibilities**

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 90 days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145**.

**2.172 Contractor Personnel Transition**

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or



following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

**2.173 Contractor Information Transition**

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

**2.174 Contractor Software Transition**

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

**2.175 Transition Payments**

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

**2.176 State Transition Responsibilities**

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

**2.180 Stop Work**

**2.181 Stop Work Orders**

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.130**.

**2.182 Cancellation or Expiration of Stop Work Order**

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.



**2.183 Allowance of Contractor Costs**

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.130**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.150**.

**2.190 Dispute Resolution**

**2.191 In General**

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor’s performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor’s Contract Administrator or the Contract Administrator’s designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor’s performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor’s best knowledge and belief.

**2.192 Informal Dispute Resolution**

- (a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:
  - (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
  - (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other’s position.
  - (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
  - (iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State’s final action and the exhaustion of administrative remedies.
- (b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.163**.
- (c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

**2.193 Injunctive Relief**

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.162** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.



**2.194 Continued Performance**

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party’s right to terminate the Contract as provided in **Section 2.150**, as the case may be.

**2.200 Federal and State Contract Requirements**

**2.201 Nondiscrimination**

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her 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 disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

**2.202 Unfair Labor Practices**

Under 1980 PA 278, MCL 423.321, et seq., the State must 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 under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

**2.203 Workplace Safety and Discriminatory Harassment**

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

**2.210 Governing Law**

**2.211 Governing Law**

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

**2.212 Compliance with Laws**

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

**2.213 Jurisdiction**

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.



**2.220 Limitation of Liability**

**2.221 Limitation of Liability**

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney’s fees awarded by a court in addition to damages after litigation based on this Contract.

**2.230 Disclosure Responsibilities**

**2.231 Disclosure of Litigation**

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor’s publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
  - (a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
  - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB Purch-Ops.
- (2) Contractor must also notify DMB Purch-Ops within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (3) Contractor must also notify DMB Purch-Ops within 30 days whenever changes to company affiliations occur.



**2.232 Call Center Disclosure**

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

**2.233 Bankruptcy**

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the “Work in Process” and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

**2.240 Performance**

**2.241 Time of Performance**

- (a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.211(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

**2.242 Service Level Agreements (SLAs)**

- (a) SLAs will be completed with the following operational considerations:
  - (i) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
  - (ii) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
  - (iii) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
  - (iv) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
    - 1. Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.



2. Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.

(b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State’s option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.

(c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.

(d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

**2.243 Liquidated Damages**

- Printers must operate at an average level of effectiveness of 98 percent or more during the trial period. The average effectiveness level is a percentage figure determined by dividing the total printer operational use time by the total branch operational time. (Total printer operational use time plus total printer down-time should equal total branch operational time).
- Printers must operate in substantial conformance with the Contractor’s published specifications applicable to such equipment on the date of this Agreement.
- Toner should adhere to tabs under any physical/environmental conditions. Please refer to Attachment C – Form Specifications.

The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under **Section 2.120**, the State is entitled to collect liquidated damages in the amount of \$100.00 per day for each day Contractor fails to remedy the late or improper completion of the Work. For example, meeting the 24-hour service time for printer repair and maintenance, tab and form specifications, and delivery timelines. The reduction will begin to be assessed one minute after not meeting the required timeframe.

**2.244 Excusable Failure**

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers’ failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.



If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

**2.250 Approval of Deliverables – Reserved**

**2.251 Delivery Responsibilities**

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under this Contract.

- (a) Shipment responsibilities - Services performed/Deliverables provided under this Contract must be delivered "F.O.B. Destination, within Government Premises." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.
- (b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.
- (c) Damage Disputes - At the time of delivery to State Locations, the State must examine all packages. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five days of inspection.

**2.252 Delivery of Deliverables**

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

**2.253 Testing**

- (a) Before delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and conforms with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor must certify to the State that (1) it has performed the quality assurance activities, (2) it has performed any applicable



testing, (3) it has corrected all material deficiencies discovered during the quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

(b) If a Deliverable includes installation at a State Location, then Contractor must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State is entitled to observe or otherwise participate in testing.

**2.254 Approval of Deliverables, In General**

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.223**.

(d) The State will approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.



**2.255 Process for Approval of Written Deliverables**

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (and if the Statement of Work does not state the State Review Period, it is by default five Business Days for Written Deliverables of 100 pages or less and 10 Business Days for Written Deliverables of more than 100 pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable before its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State’s election, after approval of the Deliverable). If the State notifies the Contractor about deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor’s correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

**2.256 Process for Approval of Services**

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State’s election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor’s correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

**2.257 Process for Approval of Physical Deliverables**

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 continuous Business Days for a Physical Deliverable). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State’s election, after approval of the Deliverable). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. The Contractor’s correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

**2.258 Final Acceptance**

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, “Final Acceptance” of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

**2.260 Ownership**

**2.261 Ownership of Work Product by State**

The State owns all Deliverables as they are works made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.



**2.262 Vesting of Rights**

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State’s request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

**2.263 Rights in Data**

(a) The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State’s data for any purpose other than providing the Services, nor will any part of the State’s data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State’s data. Contractor will not possess or assert any lien or other right against the State’s data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

(b) The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor’s data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State’s sole and exclusive property.

**2.264 Ownership of Materials**

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

**2.270 State Standards**

**2.271 Existing Technology Standards**

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State’s existing technology standards at <http://www.michigan.gov/dit>.

**2.272 Acceptable Use Policy**

To the extent that Contractor has access to the State computer system, Contractor must comply with the State’s Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State’s Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor’s access to the State system if a violation occurs.

**2.273 Systems Changes**

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State’s approval must be done according to applicable State procedures, including security, access and configuration management procedures.



**2.280 Extended Purchasing – Reserved**

**2.281 MiDEAL – Reserved**

**2.282 State Employee Purchases – Deleted, Not Applicable**

**2.290 Environmental Provision**

**2.291 Environmental Provision**

Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified ‘Energy Star’ products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution.

Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

**Hazardous Materials:**

For the purposes of this Section, “Hazardous Materials” is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) “Hazardous Materials” under the Hazardous Materials Transportation Act, (2) “chemical hazards” under the Occupational Safety and Health Administration standards, (3) “chemical substances or mixtures” under the Toxic Substances Control Act, (4) “pesticides” under the Federal Insecticide Fungicide and Rodenticide Act, and (5) “hazardous wastes” as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor’s Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State’s convenience.



(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit [http://www.michigan.gov/deq/0,1607,7-135-3310\\_4108-173523--,00.html](http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html)

**Refrigeration and Air Conditioning:**

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

**Environmental Performance:**

Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).



**ATTACHMENT A**  
Forms

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit (Per Thousand)	Year 1* Price per TH Current MDOS Environment	Year 1* Price per TH New BAM Environment
001	TR-1L Vehicle Registration Form	2,500	TH	\$65.80	\$65.80
	8,000,000/year	2,000	TH	\$66.55	\$66.55
		1,500	TH	\$67.60	\$67.60
	Updated pricing reflects updated specs with stacked piggy-back decal.	1,000	TH	\$70.25	\$70.25
		500	TH	\$77.40	\$77.40
002	TR-1I-DTP Dealer Direct Vehicle Registration Form	200	TH	\$74.10	\$74.10
	200,000/year	100	TH	\$87.50	\$87.50
		50	TH	\$109.85	\$109.85
		25	TH	\$160.15	\$160.15
	TR-1L-DTP Dealer Direct Vehicle Registration Form				
	Updated Specifications to stacked piggy-back	200	TH	\$81.40	\$81.40
		100	TH	\$100.20	\$100.20
		50	TH	\$140.30	\$140.30
		25	TH	\$216.00	\$216.00
003	BFS-46 Change of Address Form	500	TH	\$28.00	\$28.00
	500,000/year	250	TH	\$30.85	\$30.85
		125	TH	\$36.10	\$36.10
		50	TH	\$54.05	\$54.05
	BFS-46 Change of Address Form With Integrated label and Laminate	500	TH	\$27.50	\$27.50
		250	TH	\$30.40	\$30.40
		125	TH	\$34.20	\$34.20
		50	TH	\$45.00	\$45.00
004	ED-74 Voter Registration	1,250	TH	\$29.80	\$29.80
	1,250,000/year	500	TH	\$31.15	\$31.15
		250	TH	\$32.45	\$32.45
		100	TH	\$37.65	\$37.65

**IRP Unit**

005	IRP-3 IRP Registration Form	100	TH	\$107.15	\$107.15
	70,000/year	70	TH	\$117.55	\$117.55
		50	TH	\$132.00	\$132.00
		25	TH	\$180.60	\$180.60
	IRP-3 IRP Registration Form Double Piggy Back	100	TH	\$109.00	\$109.00
		70	TH	\$120.00	\$120.00
		50	TH	\$134.00	\$134.00
		25	TH	\$185.00	\$185.00



**Self-Service**

006	TR-1K Self-Service Terminal Form	100	TH	\$76.65	\$76.65
	100,000/year	75	TH	\$82.80	\$82.80
		50	TH	\$92.00	\$92.00
		25	TH	\$116.25	116.25
	TR-1K Self Service Terminal Kit	400	Kits		
	250 TR-1K Forms polywrapped	280	Kits		
	1 R300 Thermal Transfer Ribbon	200	Kits	\$50.82	\$50.82
	1 Cleaning Card	100	Kits		

**Internal Printing Process**

007	BDVR-ENV-8 Self Mailer Registration Form	2,000	TH	\$143.15	\$143.15
	3,000,000/year	1,500	TH	\$144.95	\$144.95
		1,000	TH	\$146.35	\$146.35
		500	TH	\$154.40	\$154.40
007A	BDVR-ENV-8- Current Construction with 28# paper. <i>Live samples provided by RRD with bid are 28#</i>	2,000	TH	\$146.58	\$146.58
		1,500	TH	\$148.40	\$148.40
		1,000	TH	\$149.75	\$149.75
		500	TH	\$157.75	\$157.75
007B	BDVR-ENV-8 Alternative Embedded Piggy-back on 28# described in Alternative Tab Section <i>Samples Provided in Alternative Tab</i>	2,000	TH	\$114.75	\$114.75
		1,500	TH	\$116.25	\$116.25
		1,000	TH	\$117.70	\$117.70
		500	TH	\$126.25	\$126.25
008	BDVR-ENV-5 Self Mailer Watercraft Registration Form	150	TH	\$195.95	\$195.95
	110,000/year	125	TH	\$204.75	\$204.75
		110	TH	\$211.05	\$211.05
		25	TH	\$387.00	\$387.00
008A	BDVR-ENV-5- Current Construction with 28# Paper. <i>Live samples provided with bid are 28#.</i>	150	TH	\$199.45	\$199.45
		125	TH	\$208.25	\$208.25
		110	TH	\$214.50	\$214.50
		25	TH	\$390.40	\$390.40
008B	BDVR-ENV-5 – Embedded Piggy-back on 28#- alternative as described in Alternative Tab Section <i>Samples provided in Alternative Tab</i>	150	TH	\$150.25	\$150.25
		125	TH	\$155.95	\$155.95
		110	TH	\$160.50	\$160.50
		25	TH	\$270.30	\$270.30



Forms - Continued

Item No.	Forms Item/ Estimated Forms Per Year	Order Quantity	Unit (Per Thousand)	Year 1* Price per TH Current MDOS Environment	Year 1* Price per TH New BAM Environment
009	<b>BDVR-ENV-9 Self-Mailer Change of Address Form</b>	<b>100</b>	<b>TH</b>	\$170.65	\$170.65
	<b>100,000/year</b>	<b>75</b>	<b>TH</b>	\$189.25	\$189.25
		<b>50</b>	<b>TH</b>	\$225.50	\$225.50
		<b>25</b>	<b>TH</b>	\$325.40	\$325.40
009A	<b>BDVR-ENV-9-Current Construction with 28# Paper. Live Samples provided with bid are 28#.</b>	<b>100</b>	<b>TH</b>	\$174.10	\$174.10
		<b>75</b>	<b>TH</b>	\$192.65	\$192.65
		<b>50</b>	<b>TH</b>	\$228.95	\$228.95
		<b>25</b>	<b>TH</b>	\$328.75	\$328.75
009B	<b>BDVR-ENV-9 Integrated Label alternative as described in Alternative tab section.</b>	<b>100</b>	<b>TH</b>	\$79.50	\$79.50
	<b>Samples provided in Alternative Tab</b>	<b>75</b>	<b>TH</b>	\$88.00	\$88.00
		<b>50</b>	<b>TH</b>	\$98.55	\$98.55
		<b>25</b>	<b>TH</b>	\$129.90	\$129.90
	<b>BDVR-ENV-9 Integrated Label with Laminate</b>	<b>100</b>	<b>TH</b>	\$89.00	\$89.00
		<b>75</b>	<b>TH</b>	\$105.25	\$105.25
		<b>50</b>	<b>TH</b>	\$110.00	\$110.00
		<b>25</b>	<b>TH</b>	\$140.00	\$140.00
010	<b>Multi-Year Tabs</b>	<b>100</b>	<b>TH</b>	\$53.45	\$53.45
	<b>50,000/year</b>	<b>50</b>	<b>TH</b>	\$65.85	\$65.85
		<b>25</b>	<b>TH</b>	\$91.55	\$91.55
011	<b>GVW Gross Vehicle Weight Labels</b>	<b>500</b>	<b>TH</b>	\$96.15	\$96.15
	<b>50,000/year</b>	<b>250</b>	<b>TH</b>	\$98.35	\$98.35
		<b>125</b>	<b>TH</b>	\$102.90	\$102.90
		<b>50</b>	<b>TH</b>	\$117.90	\$117.90
012	<b>SST Receipt Rolls</b>				
	<b>9999-2107 Gen I – 2 rolls per carton</b>	<b>38</b>	<b>Carton</b>	\$45.20	\$45.20
	<b>9999-2113 Gen II- 2 rolls per carton</b>	<b>12</b>	<b>Carton</b>	\$62.60	\$62.60

**Note: Price of forms includes warehousing and distribution costs as specified in Article 1.082 Warehousing and Distribution of Forms.**

**\*Year 1 Pricing – Pricing must support the existing MDOS printing environment until BAM is implemented.**

**\*\* Years 2 through 5 - Pricing supports the Vendor’s new solution to be implemented with BAM.**



**This price will remain the same unless the design and specifications of the forms change. At that point RR Donnelley will need to adjust pricing based on the new forms design.**

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period. Requests for price changes shall be RECEIVED IN WRITING AT LEAST SIXTY DAYS PRIOR TO THEIR REQUESTED 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 Contractor remains responsible for performing according to the contract terms at the contract price for all orders received before price revisions are approved or before the contract is cancelled.**



**Maintenance/Service for Existing MDOS Equipment**

Maintenance / Service Item	Quantity	Unit	Year 1* Price Per Unit 1 <sup>st</sup> 8 Months	Year 1* Total Price 1 <sup>st</sup> 8 Months	Monthly Rate Per Unit
<b>Kyocera FS-1800 Branch Printer Maintenance</b>	<b>100</b>	<b>EA</b>	\$ 257.22	\$25,722.00	\$ 32.15
<b>Kyocera FS-1800 Branch Printer Maintenance</b>	<b>651</b>	<b>EA</b>	\$ 257.22	\$167,450.22	\$ 32.15
<b>Kyocera FS-2000 Branch Printer Maintenance</b>	<b>4</b>	<b>EA</b>	\$ 257.22	\$ 1028.88	\$ 32.15
<b>Kyocera FS-1500 IRP Printer Maintenance</b>	<b>1</b>	<b>EA</b>	\$ 257.22	\$ 257.22	\$ 32.15
<b>Kyocera FS-1800 IRP Printer Maintenance</b>	<b>1</b>	<b>EA</b>	\$ 257.22	\$ 257.22	\$32.15
<b>Other Services (Identify) _____</b>			\$	\$	\$
<b>Total Maintenance Existing MDOS Equipment Year 1, 1<sup>st</sup> 8 Months:</b>				\$194,715.54	

**\*Year 1 for maintenance of existing MDOS equipment will be from commencement of Contract until BAM is implemented. Provide pricing for first eight (8) months of Year 1 of the Contract and a monthly rate per unit AFTER the first eight (8) months of the Contract.**

Consumable Items	Quantity	Unit	Year 1** Price per Unit 1 <sup>st</sup> 8 Months	Year 1** Total Price 1 <sup>st</sup> 8 Months
<b>Branch Printer Toner OEM Toner Kyocera 1800 Printer Toner TK60 Kyocera 2000 Printer Toner TK32</b>	<i>Approx 1,000 toners for 8 months- we don't know the break- down in how many 1800's vs 2000's are in the field to calculate this.</i>	<b>EA</b>	\$102.05	
		<b>EA</b>	\$82.82	
				<b>\$</b>
<b>IRP Printer Toner OEM Toner Kyocera 1800 Printer Toner TK60</b>	<b>As Required-</b>	<b>EA</b>	\$102.05 \$82.82	



Kyocera 1500 Printer Toner TK12	<i>approx 4</i>	EA		
Other Consumables OEM	<i>As Required</i>	EA	\$487.83	\$
Kyocera 1800 Maintenance Kit MK60		EA	\$338.35	
Kyocera 1500 Process Unit PU 102		EA	\$507.02	
Kyocera 2000DN Maintenance Kit		EA		
Total Consumables Existing MDOS Equipment Year 1, 1 <sup>st</sup> 8 Months:				\$
<i>*Alternative- Recycled Toner</i>				
<i>1800 Recycled Toner</i>		EA	\$76.22	
<i>2000DN Recycled Toner</i>		EA	\$48.00	

- *RR Donnelley is recommending the Kyocera OEM toner for this program, however, we are offering an alternative of Recycled toner which carries a much lower cost. This offer is contingent on The State of Michigan testing and approving this toner for use with the applications in this program.*
- *Toner usage is estimated based on approximate pages/toner usage and toner coverage. Actual toner purchased is what will be charged.*

**\*\*Year 1 for consumable items for existing MDOS equipment will be from commencement of Contract until BAM is implemented. Provide pricing for first eight (8) months of Year 1 of the Contract.**



**Option 1 - Outright Purchase  
Branch Equipment and Maintenance for New Printing**

Equipment Item	Proposed Equipment (Manufacturer/Model No.)	Quantity	Unit	Purchase Price Per Unit	Total Purchase Price
Branch Printers	*Kyocera FS3900DN Printer with 256K memory and 2 extra paper trays	700	EA	\$1441.27	\$1,008,889.00
Additional Branch Printers	*Kyocera FS3900DN Printer with 256K memory and 2 extra paper trays		EA	\$1,441.27	
IRP Printer	*Kyocera FS2000DN printer with 256K memory with 1 extra paper tray	2	EA	\$1,093.83	\$2,187.66
<b>Total Purchase Price:</b>					\$1,011,076.66

**Option 1 – Outright Purchase** includes the cost of all printing devices and installation. Printer maintenance and consumables are bid separately as specified below.

\* **Price of Printers includes the additional paper trays described above.**

Maintenance / Service Item	Quantity	Unit	Year 1* Mtce. Price Per Unit	Years 2-5 Mtce. Price Per Unit	Total Mtce. Price 5 Years
Branch Printer Maintenance Kyocera 3900DN	700	EA	*\$473.00	*\$473.00	\$1,655,500
Additional Branch Printer Maintenance Kyocera 3900DN	<i>As required</i>	EA	*\$473.00	\$473.00	\$
IRP Printer Maintenance Kyocera 2000DN printer	2	EA	*\$445.00	*\$445.00	\$890.00
Train the Trainer			N/A	N/A	\$
Other Services (Identify)					\$
<b>Total 5 Years Maintenance Amount:</b>					\$1,656,390

\*Service Cost includes 1 replacement Maintenance kit after 3 years or 300,000 prints.

Consumable Items	Quantity	Unit	Year 1* Price Per Unit	Years 2-5 Price Per Unit	Total Consumables Amount 5 Years
Branch Printer Toner Kyocera 3900DN OEM Toner TK322	1662	EA	\$83.83	\$83.83	\$696,627.30
<i>Alternate- Recycled toner for 3900DN</i>		EA	\$49.00	\$49.00	
IRP Printer Toner Kyocera 2000DN OEM toner TK312	6	EA	\$82.82	\$82.82	\$2,484.60
<b>Brand/Stock#:</b> <i>Alternate-Recycled toner for 2000DN</i>		EA	\$49.00	\$49.00	
<b>Other Consumables: (Identify)</b> Kyocera 3900 OEM maintenance	10	Ea	\$600.00	\$606.00	\$6,060.00



kit MK320 (300K Prints) Kyocera 2000DN OEM Maintenance Kit MK310 (300K prints)	1	EA	\$507.02	\$507.02	\$507.02
<b>Total 5 Years Consumables Amount:</b>					\$705,678.92

\*Year 1 for new printing solution will begin when BAM is implemented and may not be for the full 12 months.

- ***RR Donnelley is recommending the Kyocera OEM toner for this program, however, we are offering an alternative of Recycled toner which carries a much lower cost. This offer is contingent on The State of Michigan testing and approving this toner for use with the applications in this program.***
- ***Toner usage is estimated based on approximate pages/toner usage and toner coverage. Actual toner purchased is what will be charged.***



**Option 2 – Lease/Purchase Over Five Years  
Branch Equipment and Maintenance for New Printing**

Equipment Item	Proposed Equipment (Manufacturer/Model No.)	Quantity	Unit	Year 1* Lease Price Per Unit	Years 2-5 Lease Price Per Unit	Total Lease Price 5 Years
<b>Branch Printers</b>	<b>Kyocera 3900DN printer with 256K memory and 2 extra paper trays</b>	<b>700</b>	<b>EA</b>	\$1924.00	\$1924.00	\$1,346,800
<b>Additional Branch Printers</b>	<b>Kyocera 3900DN printer with 256K memory and 2 extra paper trays</b>	<b>As required</b>	<b>EA</b>	\$1924.00	\$1924.00	\$
<b>IRP Printer</b>	<b>Kyocera 2000DN Printer with 256K memory and 1 extra paper tray.</b>	<b>2</b>	<b>EA</b>	\$1,460.05	\$1,460.05	\$2,920.10
<b>Total 5 Years Lease Amount:</b>						\$

**Option 2 – Lease/Purchase** includes a lease/purchase of the printer equipment and installation. At the end of the five-year contract period, all printing equipment purchased would become the sole property of the State. Printer maintenance and consumable items are bid separately as specified below.

**Lease Cost will be billed monthly based on the following rate factors depending on when printers are purchased:**

**Lease Rate Factor:**

- 0.025039 (Schedules booked in Months 1-14 of Original Lease Term)
- 0.037391 (Schedules booked in Months 15-24 of Original Lease Term)
- 0.059599 (Schedules booked in Months 25-42 of Original Lease Term)
- 0.087092 (Schedules booked in Months 43-48 of Original Lease Term)

**Lease Structure** \$1.00 Out

**Initial Lease Term:** 60 Months (Start date of March 2009)

**Monthly Lease Payment:** Based on the amount funded to Lessee as equipment is installed and the remaining term of the Lease at the time of funding.

**End of Term Date:** All Schedules written under the Master Agreement will have the Scheduled term date of March 2014.

Maintenance / Service Item	Quantity	Unit	Year 1* Mtce. Price Per Unit	Years 2-5 Mtce. Price Per Unit	Total Mtce. Price 5 Years
<b>Branch Printer Maintenance Kyocera 3900DN</b>	<b>700</b>	<b>EA</b>	\$306.03	\$306.03	\$1,071,105.00
<b>Additional Branch Printer Maintenance Kyocera 3900DN</b>	<b>As Required</b>	<b>EA</b>	\$306.03	\$306.03	\$
<b>IRP Printer Maintenance Kyocera 2000DN Printer</b>	<b>2</b>	<b>EA</b>	\$306.03	\$306.03	\$3,060.30
<b>Train the Trainer</b>			<b>N/A</b>	<b>N/A</b>	\$
<b>Other Services (Identify)</b>					\$
<b>Total 5 Years Maintenance Amount:</b>					\$1,074,165.30



Consumable Items	Quantity	Unit	Year 1* Price Per Unit	Years 2-5 Price Per Unit	Total Consumables Amount 5 Years
<b>Branch Printer Toner</b> Manufacturer/Model # Kyocera 3900DN OEM Toner TK322	1662 per year	EA	\$83.83	\$83.83	\$696,627.30
<b>IRP Printer Toner</b> Manufacturer/Model # Kyocera 2000DN OEM Toner TK312	6 per year	EA	\$82.82	\$82.82	\$2,484.60
<b>Other Consumables:</b> (Identify) Kyocera 3900 OEM Maintenance Kit MK320 (300K prints)	10 per 5 years based on 300K prints per kit	EA	\$606.00	\$606.00	\$6,060.00
Kyocera 2000DN OEM Maintenance kit MK310 (300K prints)	1 per 5 years based on 300K prints per kit	EA	\$507.02	\$507.02	\$507.02
<b>Total 5 Years Consumables Amount:</b>					\$705,678.92

\*Year 1 for new printing solution will begin when BAM is implemented and may not be for the full 12 months.

**Option 3 - Per Printed Page - Branch Equipment/Maintenance/Consumables**

Equipment Item	Quantity	Unit	Per Printed Page Cost	Year 1* Price @25 Million Prints	Year 2 Price @ 25 Million Prints	Year 3 Price @ 25 Million Prints	Year 4 Price @ 25 Million Prints	Year 5 Price @ 25 Million Prints
<b>Branch Printer</b>	<b>700</b>	<b>EA</b>						
<b>Additional Branch Printer</b>		<b>EA</b>						
<b>IRP Printer</b>	<b>2</b>	<b>EA</b>						
<b>Total 5 Years Per Printed Page</b>								

**Option 3 – Per Printed Page** includes all forms described in this RFP, printer equipment, installation, consumables, and maintenance bid on a per printed page basis. All costs associated with maintaining and operating print devices shall be given as a per page cost, assuming 25 million yearly prints, includes the manufacture, storage, and distribution of all forms.

\*Year 1 for new printing solution will begin when BAM is implemented and may not be for the full 12 months.

Bidder Response:

**RR Donnelley has elected not to bid this option. Our concern is that this option would not provide a win/win scenario for The State of Michigan or RR Donnelley. Due to the number of unknown variables that could impact this cost per page, it would have forced us to elevate our price in order to cover potential losses which would not be beneficial for the State of Michigan. Our concerns include how to capture costs for:**



- a. Unused forms shipped to the State of MI Dept of State warehouse**
- b. Incorrect forms printed by any of the 147 branch offices that either should or should not have been included in the per page price.**
- c. Damaged forms in shipment**
- d. Waste of forms associated with printer set-up**
- e. Damage of forms not caused by the supplier but never printed.**
- f. Tracking forms printed by the Central location thru the OCE Printer. (Since this is a different service provider)**
- g. Tracking forms printed by the Zebra printers in the self-service stations (since this is a different service provider).**
- h. Accommodating varying costs per page for forms with decals versus forms without decals.**



**ATTACHMENT C**

**Vehicle Registration Form (TR-1L)**

Branch offices, Renewal by Mail, Automotive Manufacturer branches, Dealer Direct, Out-of-State Resident Services, and Vehicle Update Unit will all use the same vehicle registration form containing a blank tab, currently labeled TR-1L.

1. Current Form Size: 8½” wide by 7” high
2. Current Decal Size is 1.5” x 1.25” laser printable Fasson Retro Reflective material with Watermark..
3. Perforations: Form to be perforated to separate into four parts. One perforation to run center horizontally, another to run center vertically.
4. Paper Weight: 28# White MOCR Litho Paper.
5. Color: Forms will be white and the year tabs will be a different color each expiration year.
6. Pre-Printing: The registration form will contain pre-printed text on both sides, black ink.
7. Tab Affixed: Piggyback pressure sensitive blank tab attached on form, **exact position to be determined.** Placement cannot vary more than +/- 1/32 inch Placing Form in Printing Environment:
8. Packaging: Shrink wrap 250 forms per package with 2,000 forms per carton. Rotate every other package in carton.
9. Form is printed on demand on a Kyocera FS1800, FS2000 or FS2020 printer.

**Dealer Direct Vehicle Registration Form (TR-1L-DTP)**

Dealer Direct will use the same vehicle registration form as listed above in the TR-1L specifications with the exception of being sequentially numbered.

1. Current Form Size: 8½” wide by 7” high
2. Current Tab Size: 1.5” x 1.25” Laser printable Fasson Retro Reflective with Watermark.
3. Perforations: Form to be perforated to separate into four parts. One perforation to run center horizontally, another to run center vertically.
4. Weight: 28# MOCR Litho Paper
5. Color: Forms will be white and the year tabs will be a different color each expiration year.
6. Pre-Printing: The registration form will be sequentially numbered in red ink with pre-printed text on both sides in Black ink.
7. Tab Affixed: Piggyback pressure sensitive blank tab attached on form, **exact position to be determined.** Placement cannot vary more than +/- 1/32 inch. Please refer to **Tab Specifications (page 14**
8. Placing Form in Printing Environment: Form must meet the flexibility of printing environment specifications as stated in printing environment detailed in this request.
9. Quantity: Past order quantity has been 200,000 sequentially numbered forms ordered each year. MDOS will provide the sequential numbers. Sequence numbers cannot exceed the numbers provided by MDOS with each order. This quantity is based on the demand of past years. This quantity may change.
10. Packaging: Sequentially numbered forms will be shrink wrapped 100 forms per package. Each package shall be labeled with the beginning and ending sequential numbers which are included in the package. 2,000 forms per carton or 20 packs.
11. Forms are printed on a Kyocera Laser FS1800, FS2000 or FS2020 Printer.

**Change of Address Form (BFS-46)**

Branch offices, Renewal by Mail and Out-of-State Resident Services will all use the same change of address form containing a blank label, currently labeled BFS-46.

1. Current Size: 8½” wide by 7” high.
2. Label size is 3.125 x .5 laser printable. Integrated label with Matte Laser Laminate.
3. Label to be positioned on form 1½” from right edge, 2” from lower edge.
4. Perforations: No perforations are required.
5. Weight: White 24# MOCR Litho Paper
6. Color: Forms will include a ½” pink border screen 20% around edge of form with the labels white.
7. Pre-Printing: The registration form will contain pre-printed text on one side in black ink only.
8. Packaging: Shrink-wrap 250 forms per package with 2,000 forms per carton.



**Voter Registration Form (ED-74)**

Branch offices and Out-of-State Resident Services will all use the same voter registration form containing a blank label, currently labeled ED-74. Attachment D shows a sample.

1. Size: 8½” wide by 7” high.
2. Perforations: One horizontal perforation is required 2” below the top of the form.
3. Weight: 24# white MOCR Laser
4. Pre-Printing: The registration form will contain pre-printed text on one side, Two colors of ink will be used: PMS-300 blue and black.
5. Label Affixed: Piggy-back pressure sensitive blank label attached on form, exact position to be determined. Placement cannot vary more than +/- 1/32 inch. Label shall be 4” x 1½” and shall be placed 3- 1/8” from bottom of form. Left edge of label is 4¼” from right edge of form. Label to have laser lock top coating applied by vendor.
6. Placing Form in Printing Environment: Form must meet the flexibility of printing environment specifications as stated in printing environment detailed in this request.
7. Packaging: Shrink-wrap 500 forms per package with 2,000 forms per carton.

**Form Specifications for IRP Unit**

**IRP Registration Form (IRP-3)**

The IRP unit will use a single registration form containing a blank tab, currently labeled IRP-3.

1. Form size is 8½” wide by 14” high.
2. Decal Size is 1.5” x 1.25” laser printable Fasson Retro Reflective material with watermark.
1. Perforations: Three horizontal perforations; Measured from top; 1<sup>st</sup> perforation to be 3 5/8”, 2<sup>nd</sup> perforation 7 ¼” and 3<sup>rd</sup> perforation 10 7/8”.
2. Weight: White 28# MOCR Litho Paper.
3. Color: Forms will be tinted to match the background color of year tabs.
4. Pre-Printing: The registration form will contain pre-printed text in black ink with an additional 2<sup>nd</sup> color ink on the last panel to be screened to 20% to match the color of that years decal. Thus Decal color and 2<sup>nd</sup> color of form with change each year.
5. Tab Affixed: Secure Embedded with Piggy-back pressure sensitive blank tab attached at bottom of form, **exact position to be determined. Placement cannot vary more than +/- 1/32 inch.**
6. Dispensing Form from Printing Environment: Form must meet the flexibility of printing environment specifications.
7. Packaging: Shrink-wrap 250 forms per package with 1,000 forms per carton.

**Form Specifications for Self Service**

**Self Service Terminal Form (TR-1K)**

The Self Service Stations (SST) will use a single registration form containing a blank tab, currently labeled TR-1K.

1. Form Size is: 3” high by 11” wide. Fanfolded
2. Decal size is 1.25” x 1.5” Thermal Transfer imprintable. Fasson Retro reflective material with Watermark.
3. Perforations: Three horizontal perforations. Starting from the left side on the front, the first perforation is 4-1/4". The second is 4-1/4" and the third panel [the label area] is 2-1/2", adding up to a total of 11" long.
4. Weight: 7pt Mathias Tag C1S.
5. Pre-Printing: The registration form will contain pre-printed text on backer in black ink.
6. Tab Affixed: Stacked Piggy-back pressure sensitive blank tab attached at bottom of form, **exact position to be determined.** Placement cannot vary more than +/- 1/32 inch.
7. Dispensing Form from Printing Environment: Form must meet the flexibility of printing specifications for a Zebra TLP-2844 thermal transfer printing environment (Self Service State printing equipment will not be provided by the successful bidder).



8. Packaging: Shrink-wrap 250 forms per package, co-packaged with 1 R200 Resin Ribbon 3.75" x 243 Feet and 1 Thermal Transfer Cleaning Card.

**Form Specifications for Internal Printing Process**

**Self Mailer Vehicle Registration Form (BDVR-ENV-8)**

The internal printing process will use a self-mailer vehicle registration form containing a blank tab, currently labeled BDVR-ENV-8. These forms are a self-mailer version of the TR-1L.

1. Form Size: 9½" wide by 14" high continuous form (includes ½" pin feeds).
2. Decal Size: 1.5" x 1.25" Fasson Retro Reflective material with Watermark.
3. Perforations: 3 horizontal fold assist perforations running from edge to edge at 3-1/8", 6¾", and 10-3/8" from top of form. One vertical perforation 4¼" from right edge of form to first horizontal perforation (3/18"). After the form is sealed and mailed, these side perforations are torn off by the vehicle owners to access the new registration and year tab.
4. Weight: White 28# MOCR Litho Pressure Seal Paper.
5. Pre-Printing: The registration form will contain pre-printed text on face and back of form in black ink.
6. Cohesive for Form: Pressure seal treatment will be used to accomplish the self-mailing process. ) The cohesive to be applied to the outside edges of either the top half or lower half of the form, in the 1/2" area between the edges and perforations
7. Tab Affixed: Embedded Piggy-back pressure sensitive blank tab attached to form, **exact position to be determined**. Placement cannot vary more than +/- 1/32 inch.
8. Printing environment Capability: MDOS is currently using for the internal printing environment DMB's OCE 6100 laser printing environment.
9. Mailing preparation: The printed form will be processed for mailing using a Standard Register SR-620 which burst, folds, and seals in a single operation.
10. Packaging: Forms are to be boxed, with a maximum of 1,000 forms per box.

**Self Mailer Watercraft Registration Form (BDVR-ENV-5)**

The internal printing process will use a self-mailer watercraft registration form containing a printed decal, currently labeled BDVR-ENV-5.

1. Form Size: 9½" wide by 14" high continuous form (includes ½" pin feeds).
2. Decal Size: 2 Decals at 2.5" x 3" Fasson Laser Drum Vinyl
3. Perforations: Two horizontal fold assist perforations running from edge to edge at 4-1/8" and 9¼" from top of form. One horizontal perforation 3-5/8" from top edge and beginning 1" from left edge (including pin feeds) running 7½". One vertical perforation 4¼" from right edge to first horizontal perforation 3-5/8". After the form is sealed and mailed, these side perforations are torn off by the vehicle owners to access the new registration and year decal.
4. Weight: White 28# MOCR Litho Pressure Seal Paper.
5. Pre-Printing: The registration form will contain pre-printed text on both sides, color of ink to be determined. Only one color ink will be used.
6. Cohesive: Pressure seal treatment will be used to accomplish the self-mailing process. The cohesive will be applied to the outside edges of either the top half or lower half of the form, in the 1/2" area between the edges and perforations. Adhesive shall have a minimum of nine (9) month shelf life. Seal treatment shall be of sufficient quality and quantity to ensure proper sealing of document.
7. Decal Affixed: Decals shall be manufactured in pairs, side by side. Decals shall be manufactured from a high gloss flexible 3.5 mil vinyl film. Piggy-back pressure sensitive decal attached to form, exact position and serialized number to be determined. Placement cannot vary more than +/- 1/32 inch. Decal color shall be determined on a yearly basis by MDOS. Decal shall be of sufficient quality to withstand all types of weather for a period of at least 4 years. Decal shall have a permanent acrylic pressure sensitive adhesive that can withstand temperature ranges of 40F to 125F and adhere to all types of material including, but not limited to, wood, fiberglass, aluminum and steel. Decal size shall be 2½" wide by 3" long. Both decals to be affixed to release liner in such a manner as to allow for the easy removal of the decal yet adhere sufficiently to ensure that they do not interfere with the computer printing of the registration. Decals shall have a 3/8" wide by 1¼" long clear area at bottom that will allow



for the printing of information. The area must be chemically treated or some other type of process to ensure that the printed information will remain legible.

8. Printing Environment Capability: MDOS is currently using for the internal printing environment DMB's OCE 6100 laser printing environment.
9. Mailing preparation: The printed form will be processed for mailing using a Standard Register SR-620 which burst, folds, and seals in a single operation.
10. Packaging: Forms are to be boxed, with a maximum of 1,000 forms per box. Each box shall be labeled with the beginning and ending sequential number the box contains.

**Self Mailer Change of Address Form (BDVR-ENV-9)**

The internal printing process will use a self-mailer change of address forms, currently labeled BDVR-ENV-9.

1. Form Size: 9½" wide by 14" high continuous form.
2. Decal is 3.125" x 5" Integrated Label with Matte Laser 1 mil Laminate.
3. Perforations: Fold assists perforations at 3-1/8", 6¾", and 10-3/8", as indicated on sample. Additional vertical perforations beginning 5" from left top of form down 2" with 4" horizontal perforation running from bottom of vertical perforation to left edge. A vertical perforation from ½" (pin feeds) and 1" on each side of form running from top to bottom to allow for the opening of the form after sealing.
4. Weight: White 28# MOCR Litho Pressure Seal Paper.
5. Pre-Printing: The registration form will contain pre-printed text on Face and Back in
6. Cohesive Pressure seal treatment will be used to accomplish the self-mailing process The cohesive will be applied to the outside edges of either the top half or lower half of the form, in the 1/2" area between the edges and perforations. Cohesive shall have a nine (9) month shelf life.
7. Label Affixed: Piggy-back pressure sensitive blank label attached to form, **exact position to be determined**. Placement cannot vary more than +/- 1/32 inch. The label is 60# minimum thickness and the label shall be affixed in such a manner that the applicant can readily remove the label without confusing label and release liner. The adhesive must adhere under pressure, with no water or heat required. MDOS will print additional information on the label and the label inks must be compatible with the toner so that no smudge will occur. The adhesive shall be adequate to hold the label on the back of a current Michigan driver's license or personal identification card made of teslin material or, in the future, another Real ID compliant material for a minimum of four years. Adhesive is to be permanent and not subject to removal once applied to the license. Vendor may propose an alternate method of affixing label to form.
8. Printing environment Capability: MDOS is currently using for the internal printing environment DMB's OCE 6100 laser printing environment. Therefore, the internal process change of address form with tab attached must be capable of being fed through the OCE 6100 printing environment.
9. Mailing preparation: The printed form will be processed for mailing using a Standard Register SR-620 which burst, folds, and seals in a single operation.
10. Packaging: Forms are to be boxed, with a maximum of 1,000 forms per box.

**Multi-Year Tabs**

The Michigan Department of State prints multi-year tabs on a Zebra 105SL printer. These tabs come on a roll not to exceed 8 inches in diameter with a core of 3 inches.

1. Current Size: Tab size to be 1-1/2" wide by 1-1/4 high; release liner is 1 5/8 x 1 1/2 with carrier slits and perforations.
2. Perforations: Perforations are required between individual tabs.
3. Color: Forms The background tab color will differ for each registration year. Colors will be selected by MDOS.
4. Label Affixed: Piggyback pressure sensitive blank label attached on form, exact position to be determined. Placement cannot vary more than +/- 1/32 inch. Tab shall be 1-1/2" wide by 1-1/4" high. Label to have laser lock top coating applied by vendor. Vendor may propose an alternate method of affixing label to form.
5. Placing Multi-year tab roll in Printing Environment: Roll must be compatible with Zebra 105SL printer



6. Quantity: Past order quantity has been 50,000 multi-year tabs ordered each year. This quantity is based on the demand of past years. This quantity may change.
7. Order Size - Provide pricing for the following order sizes: 25,000, 50,000,100,000
8. Packaging: Shrink-wrapped approximately 2500 multi-year tabs per roll. 4 rolls per carton.

**Gross Vehicle Weight (GVW) Labels**

The Michigan Department of State prints GVW labels on a Zebra 105SL printer. These labels come on a roll not to exceed 8 inches in diameter with a core of 3 inches.

1. Current Size: Label size to be 3-1/8” wide by 1-1/2” high; release liner is 3-1/4” wide x 1-3/4” high with carrier slits and perforations.
2. Perforations: Perforations are required between individual labels.
3. Color: The background tab color currently is white/silver. However additional colors will be selected by MDOS.
4. Label Affixed: Piggyback pressure sensitive blank label attached on form, exact position to be determined. Placement cannot vary more than +/- 1/32 inch. Label shall be 3-1/8” wide by 1-1/2” high. Label to have laser lock top coating applied by vendor. Vendor may propose an alternate method of affixing label to form.
5. Placing GVW label roll in Printing Environment: Roll must be compatible with Zebra 105SL printer
6. Quantity: Past order quantity has been 50,000 GVW labels ordered each year. This quantity is based on the demand of past years. This quantity may change.
7. Order Size - Provide pricing for the following order sizes: 50,000,125,000, 250,000, 500,000
8. Packaging: Shrink Shrink-wrapped approximately 2500 per roll. 4 Rolls per Carton.

**Tab Specifications**

1. Must be made from pressure sensitive reflective material.
2. Tab material to include a counterfeit-proof security mark incorporated within the material.
3. Tab material must be of a type that once applied to a license plate; any attempt to remove it (peeling off, applying heat or cold, chemical agents) will result in the destruction of the tab, preventing transfer in a recognizable form to another license plate.
4. Tab material must remain colorfast and maintain their original shape while exposed to the extremities of Michigan’s climate for two years.
5. Tabs to include a pre-coated adhesive, which will fasten tab to a license plate without using additional adhesives or heating techniques. The pre-coated pressure sensitive adhesive must fasten tab to clean, dry license plates. It will form a bond to clean, well-painted surfaces or unpainted, corrosion-proof metals. Adhesive must apply to a clean, dry license plate surface between –10 degrees F and 120 degrees F without the need for heat or solvent.
6. The vendor shall propose how the tab is affixed to the form. The tab must be easily removable from the form by the customer.
7. The printing on year tabs must adhere to the tab and remain colorfast while exposed to Michigan’s climate for two years. It must also maintain its original shape and be readable for the two year time period. The ink used must not run when exposed to elements such as gasoline, turpentine, lighter fluid, etc.
8. MDOS will design the print format for the tabs. Gross Vehicle Weight tabs will have a separate print format from regular year tabs.
9. Tab size to be 1¼” high by 1½” long.
10. The background tab color will differ for each registration year. Colors will be selected by MDOS.

**Bidder Response to Task:**

RR Donnelley will provide the BDVR-ENV-9 form as described in the specifications above and as demonstrated with samples provided. Our recommendation is to pack this form no greater than 1,000 per carton to prevent excess weight on the Label.

We have also offered an alternative design for this form. It is an integrated form/label combination which is achieved through a patch of adhesive with liner on the back of the sheet. The adhesive is designed for use with laser printers. We then die cut the front of the form in order to create the label. We have provided an



example of a similar form that we currently manufacture for the State of New Jersey. We have also provided pricing for this option. **See alternative bid tab and Price proposal for these options. Integrated Label.**

**Multi-Year Tabs**

The Michigan Department of State prints multi-year tabs on a Zebra 105SL printer. These tabs come on a roll not to exceed 8 inches in diameter with a core of 3 inches. Samples will be provided along with the other forms.

1. Current Size: Tab size to be 1-1/2" wide by 1-1/4 high; release liner is 1 5/8 x 1 1/2 with carrier slits and perforations.
2. Perforations: Perforations are required between individual tabs.
3. Color: The background tab color will differ for each registration year. Colors will be selected by MDOS.
4. Label Affixed: Piggyback pressure sensitive blank label attached on form, exact position to be determined. Placement cannot vary more than +/- 1/32 inch. Tab shall be 1-1/2" wide by 1-1/4" high. Label to have laser lock top coating applied by vendor. Vendor may propose an alternate method of affixing label to form.
5. Placing Multi-year tab roll in Printing Environment: Roll must be compatible with Zebra 105SL printer
6. Quantity: Past order quantity has been 50,000 multi-year tabs ordered each year. This quantity is based on the demand of past years. This quantity may change.
7. Order Size - Provide pricing for the following order sizes: 25,000, 50,000,100,000
8. Packaging: Shrink-wrapped approximately 2500 multi-year tabs per roll.
9. Form Sample: A sample format can be provided.

**Bidder Response to Task:**

RR Donnelley will provide the Multi-Year Tabs as described in the specifications above and as demonstrated with samples provided.

**Gross Vehicle Weight (GVW) Labels**

The Michigan Department of State prints GVW labels on a Zebra 105SL printer. These labels come on a roll not to exceed 8 inches in diameter with a core of 3 inches. Samples will be provided along with the other forms.

1. Current Size: Label size to be 3-1/8" wide by 1-1/2" high; release liner is 3-1/4" wide x 1-3/4" high with carrier slits and perforations.
2. Perforations: Perforations are required between individual labels.
3. Color: The background tab color currently is white/silver. However additional colors will be selected by MDOS.
4. Label Affixed: Piggyback pressure sensitive blank label attached on form, exact position to be determined. Placement cannot vary more than +/- 1/32 inch. Label shall be 3-1/8" wide by 1-1/2" high. Label to have laser lock top coating applied by vendor. Vendor may propose an alternate method of affixing label to form.
5. Placing GVW label roll in Printing Environment: Roll must be compatible with Zebra 105SL printer
6. Quantity: Past order quantity has been 50,000 GVW labels ordered each year. This quantity is based on the demand of past years. This quantity may change.
7. Order Size - Provide pricing for the following order sizes: 50,000,125,000, 250,000, 500,000
8. Packaging: Shrink Shrink-wrapped approximately 2500 per roll.
9. Form Sample: A sample format can be provided.

**Bidder Response to Task:**

RR Donnelley will provide the Gross Vehicle Weight Labels as described in the specifications above and as demonstrated with samples provided.

**Tab Specifications**

1. Must be made from pressure sensitive reflective material.
2. Tab material to include a counterfeit-proof security mark incorporated within the material.



3. Tab material must be of a type that once applied to a license plate; any attempt to remove it (peeling off, applying heat or cold, chemical agents) will result in the destruction of the tab, preventing transfer in a recognizable form to another license plate.
4. Tab material must remain colorfast and maintain their original shape while exposed to the extremities of Michigan's climate for two years.
5. Tabs to include a pre-coated adhesive, which will fasten tab to a license plate without using additional adhesives or heating techniques. The pre-coated pressure sensitive adhesive must fasten tab to clean, dry license plates. It will form a bond to clean, well-painted surfaces or unpainted, corrosion-proof metals. Adhesive must apply to a clean, dry license plate surface between -10 degrees F and 120 degrees F without the need for heat or solvent.
6. The vendor shall propose how the tab is affixed to the form. The tab must be easily removable from the form by the customer.
7. The printing on year tabs must adhere to the tab and remain colorfast while exposed to Michigan's climate for two years. It must also maintain its original shape and be readable for the two year time period. The ink used must not run when exposed to elements such as gasoline, turpentine, lighter fluid, etc.
8. MDOS will design the print format for the tabs. Gross Vehicle Weight tabs will have a separate print format from regular year tabs.
9. Tab size to be 1¼" high by 1½" long.
10. The background tab color will differ for each registration year. Colors will be selected by MDOS.

Bidder Response to Task:

**RR DONNELLEY utilizes the Fasson Retro Reflective material with a security watermark for the tabs.**

**COLOR and DURABILITY of DECAL**

To make sure we have the best light fast/color fast/fade resistant colors as possible, we request the State and RR Donnelley come to an agreement on the color. We would need this agreement to insure that a selected color gives the 2 year warranty of being light fast/fade resistant for the 2 year period of time outlined above in paragraph 4 and 7. (Some colors perform better than others)

**We have two different methods to attach a tab to the form:**

1. The specification sheet directs us to use the traditional method of a piggyback construction. The piggyback construction is basically a decal that retains it's liner by being attached with another layer of adhesive and liner. A double die cut is used to cut the first layer and then the second layer. This allows the decal manufacture to apply the decal to the sheet by the use of the adhesive that attaches the first liner and decal. [The piggyback decal is die cut in such a way that the base liner is wider in all directions then the decal itself. By making it this way, it allows the end user (customer) to easily remove the decal from its base.]

2. We also offer an alternative methodology. The alternative method has a special piece of equipment place a controlled spot of adhesive onto the liner and then attach the label to the base form material. This is like traditional piggyback but machine applied decals. This process also has a decal that is die cut in such a way that the base liner is wider in all directions then the decal itself. The only difference is that the traditional piggyback is anchored to the sheet with adhesive that bleeds right to the edge in all directions, while machine applied adhesive will miss the edge by about 1/32" in all directions. The thought process to not having the adhesive go all the way to the edge, is to prevent adhesive ooze.

While we can produce this work using either methodology, we recommend the alternative method using Tamarack equipment. This method keeps the die costs considerably lower than the traditional piggyback [For example, the traditional process uses 15 dies....if we do this Tamarack process it would take 7 dies.]. It's also a much faster way of producing the form.

***This method could be used and is described in our alternatives for BDVR-ENV-8 and BDVR-ENV-5. Embedded Piggy-back.***

2. The toner that we are recommending for use with the Kyocera printers is OEM Kyocera Toner. This is what we recommend for the best results with these tabs. We have offered an alternative of recycled



toner based on our belief that this is what the State of Michigan is utilizing today. We are requesting that if The State of Michigan chooses this option that this is thoroughly tested and approved by the State of Michigan.

**Other Forms**

The Contractor will need to provide all forms and materials in their current format until the new solution can be implemented with DOS BAM project expected to be implemented by December, 2009. This includes registration and application form templates stored on the existing printing device or printing device proposed by the Contractor. Each form template is merged with data from MDOS' application when a transaction is processed. These form templates include the 8½" by 11" title application forms, written operator examinations, commercial driver's license examinations, and CDL endorsement examinations.

The printers shall be able to print other forms and correspondence not included in this Contract. These will be created in a .pdf or Word format. They include;

Application for Michigan Vehicle Title, TR-11L

Michigan Department of Consumer & Industry Services Application for Certificate of Manufactured Home Ownership; S-110L

Application to Register a Snowmobile; R-2L

Application to Register a Moped; R-2L

Receipt for RD-108 Dealer Transaction; RD-108L

Application for Michigan Watercraft Title; WR-11L

Receipt for C&S-111 Mobile Home Transaction; CS-111L

Commercial Driver License General Examination available in English and Spanish

Commercial Driver License Endorsement Examinations for Air Brakes, Combination Vehicles, Doubles and Triples, Hazardous Materials, Passenger, School Bus and Tankers, available in English and Spanish

Original Operator Multiple Choice Examination available in English, French, Italian and Spanish.

Original Operator True / False Examination available in English, French, Italian and Spanish.

Michigan Vehicle Registration.

Michigan Watercraft Registration.

Michigan Snowmobile Registration.

Michigan Moped Registration.

Michigan Graduated Level 1 Learner's License.

Michigan Graduated Level 2 Temporary Licenses.

Michigan Graduated Level 3 Temporary License.

Michigan Moped Temporary License.

Michigan Minor Restricted Temporary License.

Michigan Seasonal Restricted Commercial Driver License.



- Michigan Motorcycle Temporary Instruction Permit.
- Michigan Commercial Driver's License Temporary Instruction Permit.
- Michigan Temporary Commercial Driver's License.
- Michigan Operator's License Temporary Instruction Permit.
- Michigan Operator's License Temporary Operator's Permit.
- Michigan Temporary Identification Card.
- BFS-46 Michigan Change of Address.
- Michigan License Test Receipt.
- Michigan driving record.
- Branch Office Refund Receipt.
- Michigan Termination of Suspension for Failure to Answer Citation or Comply with Court Judgment.
- Michigan Non-Sufficient Funds Receipt.
- BFS-17 Fact Sheet for FAC's/FCJ's/FCPV's.
- Michigan Mechanics Test.
- Michigan Handicap Permit Receipt.
- Michigan Dealer Temporary Registration Purchase Receipt.
- TR-205 Michigan Owner Certification.
- TR-128 Michigan Appointment of Agent.
- BFS-48 Michigan Application Denial Order
- Michigan Blank Letterhead for Driver's License Orders.
- BFS-45 Michigan Commercial Driver's License Denial Order.
- Michigan Driver's License Cancellation.
- Michigan DI-4P Required Form.
- Transaction Void Form.
- MV-42 Michigan 14-Day In-transit Permit
- Michigan Transfer of Vehicle Ownership in a Branch Office Form.
- Michigan Instant Title Template Form.
- Michigan Transfer of Watercraft Ownership in a Branch Office Form.
- Branch Inventory Lists.
- Branch Beginning-of-Day Report.



Branch End-of-Day Report.

**Attachment E - Sample Forms** shows a sample of the design of the title application forms to be printed.

MDOS may also incorporate forms produced by a different vendor in the printing environment.

Bidder Response to Task:

RR Donnelley will work with MDOS to incorporate any pre-printed form or templated electronic form as required.

**Printing Environment Specifications**

Note: IRP Printing Environment Specifications are listed separately in this attachment (Page 6).

1. **Description**--A detailed written description of the proposed printing environment to meet the specifications for Branch Offices, Region Offices, Automotive Manufacturer branches, Dealer Direct, Dearborn Police Department, RBM, DSIC, OSRS, and Vehicle Update Unit. The description shall include the manufacturer/brand and model number; a schematic drawing identifying each major component and the interconnecting cables required; whether the printing environment and components are the most recent model manufactured; recommended configuration, including all viable options; average print speed; and all functions (steps) involved in using the equipment, including beginning and end-of-day procedures. The printing environment must provide the flexibility to print up to three (3) different month/year registration tabs. The printing environment must also have the capability of printing .pdf documents as well as documents produced from the standard MS Office Suite. Currently MDOS generates approximately 25 million prints per year including transactions, associated inquiries, tests, and driving records. **Note: The vendor shall, detail how they will incorporate MDOS' existing laser printers into the solution (including repair, supplies, and maintenance of current printers) until new printing equipment is purchased by the state.**

**For branch offices this should be the FS-2000DN which will become the FS-2020DN**

**Bidder Response to Task:**

We propose the Kyocera FS-3900DN laser printer, which is the current model of the printer suggested and which meets or exceeds all of SOM's stated requirements. It is our understanding from Kyocera that the printer model will change in spring 2009 to the FS-3925DN – said model will meet or exceed all current standards set by SOM. The printer is network and duplex ready and requires only an Ethernet cable to be connected to the host network. Our recommended configuration will include the FS-3900DN printer, 256MB internal memory and three (3) 500-sheet paper trays to meet the needs of SOM specified above. The FS-3900DN has a speed of 37 letter pages per minute, is capable of producing 200,000 pages per month with a 400MHz processor, and prints with a fine resolution of up to 1200x1200dpi and a fast resolution of up to 1800x1200dpi. Since SOM is currently using Kyocera printers in its printing environment, the training of users in the functions of the FS-3900DN will be minimal as all Kyocera printers operate the same, and the host connectivity will be very easy as well. The current printers in place will be supported with both maintenance and consumables as required by SOM. For the IRP requirements, we will propose the Kyocera FS-2000DN laser printer - more detail will follow in that section. ***We have provided a product specification sheet for each printer which shows the schematic drawing you have asked for above. It is following this section in the Attachment D tab.***

2. **Print Speed**--Print speed must be at least 29 pages per minute or the equivalent depending on whether paper is fed from a tray, roll or other method as identified by the bidder. The monthly duty cycle shall be a minimum of 125,000. The warm up time

should be less than 10 seconds. The print job must begin within 10 seconds after the transaction is sent to the printing environment.



**Bidder Response to Task:**

The FS-3900DN print speed is 37 pages per minute and will feed the loaded forms from paper trays. Monthly duty cycle is 200,000 pages. First print out is less than 10.5 seconds, and warm up is less than 15 seconds from a cold start. After initial warm-up these speeds are 10 seconds or less.

3. **Resolution**--Resolution shall be 600 x 600 dpi at minimum (vertical or horizontal) with image refinement up to 1200 dpi.

**Bidder Response to Task:**

The FS-3900DN is a minimum 600x600 dpi resolution with fine image resolution of 1200x1200dpi and fast image refinement capabilities of up to 1800x1200dpi

4. **Size/Weight**--Maximum dimensions – 15” high, 15” wide, 15” long. The size of the printing device is an important consideration because printing devices will primarily be placed on office counters, which have limited available space.

**Bidder Response to Task:**

The FS-3900DN printer with one paper tray (standard configuration) is 15”W x 15.5”D x 12.6”H and weighs 36.82 pounds. Utilizing the configuration required by SOM – namely three (3) distinct paper trays to eliminate manual paper handling – the height of the printer configuration will rise to 21.26”H and will weigh 54 pounds, but the components – printer and trays - can be easily moved separately.

5. **Fonts**--Must be capable of printing in various fonts from multiple resident fonts, including scalable point sizes and must currently have the capacity to print English, Spanish, Italian and French. Must have the capacity to be expandable for foreign font including: Chinese, Japanese, Arabic, Hindi, Korean, German, Greek, and Russian. Proposals should include a list of available fonts in printing environment. Must have Windows operating system capability including: Windows 98 / NT 4.X / 2000 / XP or later operating system.

**Bidder Response to Task:**

Both printers , the FS2000DN and the FS3900DN Models meet this requirement – 80 Outline Fonts for PCL6/KPDL3, 1 bitmap font

**Printer Internal Scalable Fonts**

Courier	CGTimes
CGTimes-Bd	CGTimes-IT
CGTimes-Bdlt	CGOmega
CGOmega-Bd	CGOmega-It
CGOmega-Bdlt	Coronet
Clarendon-Cd	Univers-Md
Univers-Bd	Univers-Mdlt
Univers-Bdlt	Univers-MdCd
Univers-BdCd	Univers-MdCdlt
Univers-BdCdlt	AntiqueOlive
AntiqueOlive-Bd	AntiqueOlive-It
GaramondAntiqua	Garamond-H1b
Garamond-Krsv	Garamond-H1bKrsv
Marigold	Albertus-Md
Albertus-ExtBd	Arial
Arial-Bd	Arial-It
Arial-Bdlt	TimesNewRoman
TimesNewRoman-Bd	TimesNewRoman-It
TimesNewRoman-Bdlt	Helvetica
Helvetica-Bd	Helvetica-Ob



Helvetica-BdOb	Helvetica-Nr
Helvetica-NrBd	Helvetica-NrOb
Helvetica-NrBdOb	Palatino
Palatino-Bd	Palatino-It
Palatino-BdIt	ITCAvantGardeGothic-Bk
ITCAvantGardeGothic-Dm	ITCAvantGardeGothicBkOb
ITCAvantGardeGothic-DmOb	ITCBookman-Lt
ITCBookman-Dm	ITCBookman-LtIt
ITCBookman-DmIt	NewCenturySchoolbook-Rom
NewCenturySchoolbook-Bd	NewCenturySchoolbookIt
NewCenturySchoolbook-BdIt	Times-Rom
Times-Bd	Times-It
Times-BdIt	ITCZapfChancery-MdIt
Symbol	Symbol PS
Wingdings	ITCZapfDingbats
Courier-Bd	Courier-It
Courier-BdIt	LetterGothic
LetterGothic-Bd	LetterGothic-It
CourierPS	CourierPS-Bd
CourierPS-Ob	CourierPS-BdOb
Courier	CGTimes
CGTimes-Bd	CGTimes-IT

LinePrinterBM8.5-Roman (BitMap)

**6. Form Templates** –The printing devices shall support the current Branch Office System (BOS) forms written in Prescribe code, any future forms developed using FormMaker 3.0 Pro or any substitute product which generates Prescribe code. FormMaker 3.0 Pro is a product of CCP Systems AG 2002. This program generates the Prescribe code that the printing environment recognizes to create the forms. The Contractor will need to provide support for this process until the new printing solution can be implemented. The Prescribe code is currently stored on a compact flash media card installed in each printer. The proposed printing solution shall accept this compact flash media or suitable replacement storage for this code.

**Bidder Response to Task:**

Both printers, the FS2000DN and the FS3900DN Models meet this requirement. . If required RR Donnelley can assist the State of Michigan in making changes to existing form templates or creating new form templates.

**7. Bar Codes**--The printing environment must be capable of printing both linear and 2-dimensional bar codes on all forms, tabs, and decals.

**Bidder Response to Task:**

Both printers, the FS2000DN and the FS3900DN Models meet this requirement

**8. Security Features**--Any security features resident within the printing environment that can be used in the printing process must be identified. Bidder must identify any features of the printing solution that would prevent their unauthorized use. Bidder must identify whether such features are standard or optional to the printing environment. The cost of the optional features must be identified. Any security features which can be used in the printing process and which can be added to the features of the printing environment should be identified. The cost of these additional security features must be specified.

**Bidder Response to Task:**



Yes, both printers have this capability. The security feature is called Secure Print and it is enabled in the print driver. The user would select Private Print and enter a 4 digit pin. The print job would then reside on the printer until the user walked to the machine and entered their pin to release the job. This feature can be used straight out of the box but if power is turned off or lost on the machine any unprinted jobs would be lost. In this case a Micro Drive (like a Hard Disc Drive) can be purchased to prevent this from happening.

Lock out any MAC addresses that are not permitting to print to this device...both machines have the ability to do IP filtering where you can setup only certain IP addresses or ranges to be able to print to the device.

The IP filtering is setup inside the web interface of the printer and the Secure Print is setup in the print driver.

There is no cost for this security feature; it is built into the printer.

**9. Paper Capacity**--Storage capacity of the printing device-- must be a minimum of 400 full sheets of paper or its equivalent if paper is fed from a continuous roll or by a method which would provide the capacity for automated continuous feed as proposed by the vendor.

**Bidder Response to Task:**

Both printers, the FS2000DN and the FS3900DN Models meet this requirement for cut sheet paper. The printers proposed have no roll or continuous feed capabilities. Each printer tray in the FS-3900DN has the capacity to hold 500 sheets of paper up to 32lb bond.

**10. Paper Feed**--Forms printed on plain paper or on pre-printed forms, paper must be fed from an internal tray(s) or roll(s). Printed form(s) may eject through the top or front of the printing device. Forms containing a tab, label or decal may be fed into the printing device by a manual feed through the front of the printer for special one-by-one manual printing. Manual feed loading must be either left or right justified with paper feed sensors to allow feeding of documents as small as 5 inches in width with no adjustment.

**Bidder Response to Task:**

Both printers, the FS2000DN and the FS3900DN Models meet this requirement

**11. Flexibility of Printing Environment** — The printing solution must provide the flexibility to handle a variety of forms containing a tab, label or decal. During periods of the year MDOS will be issuing up to three (3) different year/month tabs. Identification of the month/year tab will include not only the printing on the tab but the use of different tab colors to designate each year. Because the order in which a given month/year tab is to be issued is not predictable, each printing device must provide the flexibility to issue all tabs that are currently in use. It would not be acceptable to designate a given printer for a specific year/month tab. Nor would it be acceptable to require changing the printer drawers containing tabs or rolls of tabs in order to assure that the correct year/month tab is printed on the right color material.

**Bidder Response to Task:**

The FS-3900DN OR EQUIVALENT meets this requirement with the use of three (3) paper trays. The printers will provide complete flexibility to SOM as there are no restrictions on which tray must be used for which product. SOM will need to designate the tray to use in its form call command, but other than that every printer will function exactly the same for all forms.

**12. Weight of Paper**--Must be able to run Department forms as stated under form's specifications.

**Bidder Response to Task:**

Both 24# and 28# paper is acceptable for the FS-2000 or FS-3900.

**13. Memory**--Must contain a minimum of 256 megabytes of internal memory with the capacity for further expansion. Bidder must specify maximum memory available for printing environment.



**Bidder Response to Task:**

The FS-3900DN will have 256MB internal memory and is expandable to 576MB.

**14. Ports**--Must have an internal network port available for each printing device, to allow for shared network printing. A standard parallel port and minimum of 2 high speed USB ports must also be available.

**Bidder Response to Task:**

The FS-3900DN has the following ports available: Standard 10/100BaseTX Interface, Hi-Speed USB 2.0, USB Host (Full), Bi-Directional Parallel IEEE1284.

**15. Shared Workstation Status**--When used with shared workstations, printing environment must be able to identify each workstation and display its current status. Print jobs must be able to be queued to eliminate the possibility of print jobs crashing with the use of shared workstations. Printers must be network enabled.

**Bidder Response to Task:**

Both printers, the FS2000DN and the FS3900DN Models meet this requirement

**16. Power Requirements**--120v, 60Hz, Max 5a.

**Bidder Response to Task:**

Both printers, the FS2000DN and the FS3900DN Models meet this requirement

**17. Data Integration**--Must be able to accept data from the aforementioned workstations. **This includes supporting the existing printing environment by incorporating data in to stored form templates until the new printing solution can be implemented with the MDOS BAM project by December, 2009.**

**Bidder Response to Task:**

Both printers, the FS2000DN and the FS3900DN Models meet this requirement

**18. Printing Environment Emulation**--Proposals must include a list of all other types of printing environments that the proposed printing equipment is able to emulate.

**Bidder Response to Task:**

PRECRIBE PCL6 (XL, 5e. P.JL) KPDL3 (PS3) Diablo 630, IBM Proprinter X24E, Epson LQ850, Line Printer

**19. Number of Printing Devices Needed for Branch Offices, RBM, OSRS, and Vehicle Update Unit**--The number of printing devices needed for the areas identified above is estimated to be a at least 700. This shall be considered the bid amount for this application. Vendor may propose a printing system which encompasses a different number of printers provided that there is no hindrance in ease of use by departmental staff (due to specific office configurations) or interruption in services currently provided by the areas listed above.

**Bidder Response to Task:**

Accepted

**20. Additional Orders for Printing devices**--It may be that as printing equipment is installed in branch offices or other areas, the need for printing equipment in addition to the 700 specified as the bid amount may be identified. MDOS reserves the right to purchase additional printing equipment at the contract rate or less for the term of the contract as specified. For additional purchases of printing equipment, MDOS is willing to pay above the contract price if such cost increases are justified by the bidder. Such justification would be a document presented by bidder identifying cost increases incurred by the bidder due to cost increases from suppliers or general labor cost increases. If under the terms of the contract, printing equipment is purchased on a lease purchase arrangement, the cost



of additional printing equipment shall be prorated over the remaining life of the contract. **Note: The Contractor must make available for purchase at the same price as offered to MDOS a printing device for third party registration and title locations.**

**Bidder Response to Task:**

Accepted

**21. New/Current Equipment**--Whether purchased as part of the specified bid amount or as part of an additional order, all proposed equipment must be new and current, not obsolete, and not in a test stage. Upgrades to the equipment shall be made known to MDOS, as they become available, and shall be made available to MDOS through the life of the contract.

**Bidder Response to Task:**

Accepted. See also #1

**22. Printer Repair and Maintenance** – The proposal must include the cost of printer maintenance and repair for the first five (5) years of the contract. Service level agreements and service response times should also be included in the proposal. The proposal must also include any parts or service which are not covered as part of the maintenance agreement. Printer maintenance to include the two Zebra 105SL printers used by the Michigan Department of State.

**Bidder Response to Task:**

Accepted



**ATTACHMENT D**

**Printing Environment Specifications for International Registration Plan (IRP) Unit**

1. **Description**--A detailed written description of the printing environment proposed to meet the specifications for the International Registration Plan unit must be given. The description shall include the manufacturer/brand and model number; a schematic drawing identifying each major component and the interconnecting cables required; whether the printing solution and components are the most recent model manufactured; recommended configuration, including all viable options; average print speed; and all functions (steps) in using the equipment, including beginning and end-of-day procedures.

Should be the 3900.

**Bidder Response to Task:**

We propose the Kyocera FS-2000DN laser printer, which is the current model of the printer suggested and which meets or exceeds all of SOM's stated requirements. It is our understanding from Kyocera that the printer model will change in spring 2009 to the FS-2025DN – said model will meet or exceed all current standards set by SOM. The printer is network and duplex ready and requires only an Ethernet cable to be connected to the host network. Our recommended configuration will include the FS-2000DN printer, 256MB internal memory and two (2) 500-sheet paper trays to meet the needs of SOM specified above. The FS-2000DN has a speed of 31 letter pages per minute, is capable of producing 150,000 pages per month with a 400MHz processor, and prints with a fine resolution of up to 1200x1200dpi and a fast resolution of up to 1800x1200dpi. Since SOM is currently using the Kyocera FS-2000DN printers in its printing environment, the training of users in the functions of the FS-2000DN will be minimal. The current printers in place will be supported with both maintenance and consumables as required by SOM. **See product specification sheet provided after this section in the attachment D tab.**

2. **Print Speed**--Print speed must be at least 29 pages per minute or the equivalent depending on whether paper is fed from a tray, roll or other method as identified by the bidder. The monthly duty cycle shall be a minimum of 125,000. The warm up time should be less than ten seconds. The print job must begin within 10 seconds after the transaction is sent to the printing environment.

**Bidder Response to Task:**

The FS-2000DN print speed is 31 pages per minute and will feed the loaded forms from paper trays. Monthly duty cycle is 150,000 pages. First print out is less than 9 seconds, and warm up is less than 10 seconds from a cold start.

3. **Resolution**--Resolution shall be 600 x 600 dpi at minimum (vertical and horizontal) with image refinement up to 1200 dpi.

**Bidder Response to Task:**

The FS-2000DN is a minimum 600x600 dpi resolution with fine image resolution up to 1200x1200dpi and fast image refinement capabilities of up to 1800x1200dpi

4. **Size/Weight**--No specific size or weight is specified. However, this information must be provided in the vendor's proposal.

**Bidder Response to Task:**

The FS-2000DN printer with one paper tray (standard configuration) is 15"W x 15.5"D x 11.2"H and weighs 34.83 pounds. Utilizing the configuration required by SOM – namely two (2) distinct paper trays to eliminate manual paper handling – the height of the printer configuration will rise to 15.5"H and will weigh 43.4 pounds, but the components – printer and trays - can be easily moved separately.



5. **Fonts**--Must be capable of printing in various fonts from multiple resident fonts, including scalable point size. Proposals should include a list of available fonts in printing environment. Must have Windows operating system capability including: Windows 98 / NT 4.X / 2000 / XP.

Bidder Response to Task:

Both printers, the FS2000DN and the FS3900DN Models meet this requirement

**Printer Internal Scalable Fonts**

Courier	CGTimes
CGTimes-Bd	CGTimes-IT
CGTimes-Bdlt	CGOmega
CGOmega-Bd	CGOmega-It
CGOmega-Bdlt	Coronet
Clarendon-Cd	Univers-Md
Univers-Bd	Univers-Mdlt
Univers-Bdlt	Univers-MdCd
Univers-BdCd	Univers-MdCdlt
Univers-BdCdlt	AntiqueOlive
AntiqueOlive-Bd	AntiqueOlive-It
GaramondAntiqua	Garamond-H1b
Garamond-Krsv	Garamond-H1bKrsv
Marigold	Albertus-Md
Albertus-ExtBd	Arial
Arial-Bd	Arial-It
Arial-Bdlt	TimesNewRoman
TimesNewRoman-Bd	TimesNewRoman-It
TimesNewRoman-Bdlt	Helvetica
Helvetica-Bd	Helvetica-Ob
Helvetica-BdOb	Helvetica-Nr
Helvetica-NrBd	Helvetica-NrOb
Helvetica-NrBdOb	Palatino
Palatino-Bd	Palatino-It
Palatino-Bdlt	ITCAvantGardeGothic-Bk
ITCAvantGardeGothic-Dm	ITCAvantGardeGothicBkOb
ITCAvantGardeGothic-DmOb	ITCBookman-Lt
ITCBookman-Dm	ITCBookman-Ltlt
ITCBookman-DmIt	NewCenturySchoolbook-Rom
NewCenturySchoolbook-Bd	NewCenturySchoolbookIt
NewCenturySchoolbook-Bdlt	Times-Rom
Times-Bd	Times-It
Times-Bdlt	ITCZapfChancery-Mdlt
Symbol	Symbol PS
Wingdings	ITCZapfDingbats
Courier-Bd	Courier-It
Courier-Bdlt	LetterGothic
LetterGothic-Bd	LetterGothic-It
CourierPS	CourierPS-Bd
CourierPS-Ob	CourierPS-BdOb
Courier	CGTimes
CGTimes-Bd	CGTimes-IT

LinePrinterBM8.5-Roman (BitMap)



6. **Form Templates**—The Contractor shall be able to support the existing printing environment, until the new printing solution can be implemented. It is necessary for the proposed IRP printing solution to be able to make changes, additions, or deletions to the forms template for the printing device in the IRP unit. The exact manner in which this would be accomplished must be identified in detail.

Bidder Response to Task:

As the forms templates reside on existing compact flash cards, the changes, additions and deletions made to the card by SOM will have no impact on the function of the printer. If required RR Donnelley can assist the State of Michigan in making changes to existing form templates or creating new form templates.

7. **Bar Codes**--The printing environment must be capable of printing both linear and 2-dimensional bar codes on all forms, tabs, and decals.

Bidder Response to Task:

Both printers, the FS2000DN and the FS3900DN Models meet this requirement

8. **Security Features**--Any security features resident within the printing environment that can be used in the printing process must be identified. Bidder must identify any features of the printing solution that would prevent their unauthorized use. Bidder must identify whether such features are standard or optional to the printing environment. The cost of the optional features must be identified. Any security features which can be used in the printing process and which can be added to the features of the printing environment should be identified. The cost of these additional security features must be specified.

Bidder Response to Task:

Yes, both printers have this capability. The security feature is called Secure Print and it is enabled in the print driver. The user would select Private Print and enter a 4 digit pin. The print job would then reside on the printer until the user walked to the machine and entered their pin to release the job. This feature can be used straight out of the box but if power is turned off or lost on the machine any unprinted jobs would be lost. In this case a MicroDrive (like a Hard Disc Drive) can be purchased to prevent this from happening.

Lock out any MAC addresses that are not permitting to print to this device...both machines have the ability to do IP filtering where you can setup only certain IP addresses or ranges to be able to print to the device.

The IP filtering is setup inside the web interface of the printer and the Secure Print is setup in the print driver.

There is no cost for this security feature because it resides on the printer.

9. **Paper Capacity**--Storage capacity of the printing device must be a minimum of 600 full sheets (size 8½" x 11" – 8½" x 14" for IRP) of cut sheet paper or its equivalent, if the paper is fed from a continuous roll. The 8 ½" x 14" forms for IRP are perforated in three places to allow for four equal sections, one of which contains the tab. For transaction types not requiring a tab, the forms should be similar to the aforementioned forms, but without a tab attached to the form.

Bidder Response to Task:

The FS-2000DN has a 500-sheet paper capacity and can handle forms up to 8.5" x 14".

10. **Paper Feed**--For forms printed on plain paper, the paper must be fed from an internal tray(s) or roll(s). Printed forms(s) may eject through the top or front of the printing device. Forms containing a tab or decal must also feed from an internal tray or roll. (This is for the IRP printing environment only.) The completed form containing the tab or decal may eject through the top or front of the printing environment.

Bidder Response to Task:



Both printers the FS2000DN and the FS3900DN Models meet this requirement for cut sheet paper. The printers proposed have no roll or continuous feed capabilities.

11. **Flexibility of Printing Environment**--Printing device must provide the flexibility to handle a variety of forms containing a tab or decal. During periods of the year MDOS will be issuing up to two different year/month tabs for IRP purposes. Identification of the month/year tab will include not only the printing on the tab but the use of different colors to designate each year/month tab. Therefore, the printing solution must be capable of containing sufficient drawers or rolls of forms containing tabs to insure that the minimum of two different month/year tabs are contained within the printing device. Also, the printer must contain plain paper for the printing of forms not containing a tab. The printing solution will print and dispense the correct form from the tray or roll based on

12. information sent from the IRP operating system. It would not be acceptable to require the changing of printer drawers containing tabs or rolls in order to ensure that the correct year/month tab is printed on the right color material.

Bidder Response to Task:

THE FS-2000DN OR EQUIVALENT meets this requirement with the use of two (2) paper trays. The printers will provide complete flexibility to SOM as there are no restrictions on which tray must be used for which product. SOM will need to designate the tray to use in its form call command, but other than that every printer will function exactly the same for all forms.

13. **Weight of Paper**--Must be able to print Department forms as stated under form's specifications.

Bidder Response to Task:

Both Printers have the capability of meeting the paper weights utilized in this program. Both 24# and 28#.

14. **Memory**--Must contain a minimum of 256 megabytes of internal memory with the capacity for further expansion. Bidder must specify maximum memory available for printing environment.

Bidder Response to Task:

The FS-2000DN will have 256MB internal memory and is expandable to 576MB.

15. **Ports**--Must have an internal network port available for each printing device, to allow for shared network printing. A standard parallel port and minimum of 2 high speed USB ports must also be available.

Bidder Response to Task:

The FS-2000DN has the following ports available: Standard 10/100BaseTX Interface, Hi-Speed USB 2.0, USB Host (Full), Bi-Directional Parallel IEEE1284.

16. **Power Requirements**--120v, 60Hz, Max 5a.

Bidder Response to Task:

Both printers, the FS2000DN and the FS3900DN Models meet this requirement

17. **Data Integration**--Must be able to accept data from the IRP operating system, currently COVERS, and incorporate that data into stored form templates for printing. The COVERS system sends text document to the printer to print the cab card. It should be noted the entire IRP system will be replaced by September 1, 2010. Below is the current file layout.



	Name	Type	Length
1	s_eff_date1	string	10
2	s_decal	string	10
3	s_exp_date1	string	10
4	s_business_name1	string	30
5	s_account_name1	string	30
6	s_addr_line11	string	30
7	s_city1	string	30
8	s_jur1	string	2
9	s_zip1	string	10
10	s_plate	string	10
11	s_issue_date	string	10
12	i_year2	number	
13	dec_total_fees	string	9
14	s_unit1	string	10
15	s_mod_yr1	string	4
16	s_fuel1	string	13
17	s_make1	string	4
18	s_vin1	string	17
19	s_acct1	string	25
20	i_reg_year	number	
21	dec_misc_fee	string	9
22	dec_wgt_fee	string	9
23	s_county_code	string	3
24	s_veh_type	string	2
25	l_veh_gross_wgt	string	6
26	l_veh_tare_wgt	string	6

Bidder Response to Task:

Both printers, the FS2000DN and the FS3900DN Models meet this requirement

18. **Printing Environment Emulation**--Proposals must include a list of all other types of printing environments that the proposed printing equipment is able to emulate.

Bidder Response to Task:

PRECRIBE PCL6 (XL, 5e. P.JL) KPDL3 (PS3) Diablo 630, IBM Proprinter X24E, Epson LQ850, Line Printer

19. **Number of Printers Needed for International Registration Plan Unit**--The number of printing devices needed is currently two. This shall be considered the bid amount for this application.

Bidder Response to Task:

Accepted

20. **Additional Orders for Printing Equipment**--It may be that the need for printing equipment in addition to the two requested will be identified at some later period. MDOS reserves the right to purchase additional printing equipment at the contract rate or less for the term of the contract as specified. For additional purchases of printing equipment, MDOS is willing to pay above contract price if such cost increases are justified by the bidder. Such justification would be a document presented by the bidder identifying cost increases incurred by the bidder due to cost increases from suppliers or general labor cost increases. If under the terms of the contract, printing equipment is purchased on a lease purchase



agreement, the cost of additional printing equipment shall be prorated over the remaining life of the contract.

Bidder Response to Task:

Accepted

21. **New/Current Equipment**--Whether purchased as part of the specified bid amount or as part of an additional order, all proposed equipment must be new and current, not obsolete, and not in a test stage. Upgrades to the equipment shall be made known to MDOS, as they become available, and shall be made available to MDOS through the life of the contract.

Bidder Response to Task:

Accepted

22. **Printer Repair and Maintenance** – The proposal must include the cost of printer maintenance and repair for the first five (5) years of the contract. The proposal must also include any parts or service which are not covered as part of the maintenance agreement. Service level agreements and service response times should also be included in the proposal.

Bidder Response to Task:

Accepted