

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

October 10, 2008

**CHANGE NOTICE NO. 7**  
**TO**  
**CONTRACT NO. 071B4200057**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Athletes Needs, Inc.</b> <b>5333 Secor Road, Unit 11</b> <b>Toledo, OH 43632</b>  <b>E-mail: athletesneeds@netzero.com</b>	TELEPHONE Brian Gross <b>(800) 326-8147</b> Fax: <b>(800) 326-1969</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-8530 <b>Joan Bosheff</b>
Contract Administrator <b>Sean Lockhart</b> <b>Prisoner Store Products – MDOC / Statewide – Optional Use Contract</b>	
CONTRACT PERIOD: From: <b>November 1, 2003</b> To: <b>December 31, 2008</b>	
TERMS <b>0% Net 30 Days – No Catalog Discount</b>	SHIPMENT <b>5 days ARO</b>
F.O.B. <b>Point</b>	SHIPPED FROM <b>Ohio</b>
MINIMUM DELIVERY REQUIREMENTS <b>\$250.00</b>	

**NATURE OF CHANGE (S):**

**Effective October 23, 2008, price increases per the attached.**

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

**AUTHORITY/REASON:**

**Per DMB Purchasing Operations.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$26,500,000.00**



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

July 31, 2008

**CHANGE NOTICE NO. 6**  
**TO**  
**CONTRACT NO. 071B4200057**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Athletes Needs, Inc.</b> <b>5333 Secor Road, Unit 11</b> <b>Toledo, OH 43632</b>  <b>E-mail: athletesneeds@netzero.com</b>	TELEPHONE Brian Gross <b>(800) 326-8147</b> Fax: <b>(800) 326-1969</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-8530 <b>Joan Bosheff</b>
Contract Administrator <b>Sean Lockhart</b> <b>Prisoner Store Products – MDOC / Statewide – Optional Use Contract</b>	
CONTRACT PERIOD: From: <b>November 1, 2003</b> To: <b>December 31, 2008</b>	
TERMS <b>0% Net 30 Days – No Catalog Discount</b>	SHIPMENT <b>5 days ARO</b>
F.O.B. <b>Point</b>	SHIPPED FROM <b>Ohio</b>
MINIMUM DELIVERY REQUIREMENTS <b>\$250.00</b>	

**NATURE OF CHANGE (S):**

**Effective immediately, Line item 10, Vitamin C tablets (#111B) is deleted from this Contract.**

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

**AUTHORITY/REASON:**

**Per DMB Purchasing Operations.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$26,500,000.00**

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

February 6, 2008

**CHANGE NOTICE NO. 5**  
**TO**  
**CONTRACT NO. 071B4200057**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Athletes Needs, Inc.</b> <b>5333 Secor Road, Unit 11</b> <b>Toledo, OH 43632</b>  <b>E-mail: athletesneeds@netzero.com</b>	TELEPHONE Brian Gross <b>(800) 326-8147</b> Fax: <b>(800) 326-1969</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-8530 <b>Joan Bosheff</b>
Contract Administrator <b>Sean Lockhart</b> <b>Prisoner Store Products – MDOC / Statewide – Optional Use Contract</b>	
CONTRACT PERIOD: From: <b>November 1, 2003</b> To: <b>December 31, 2008</b>	
TERMS <b>0% Net 30 Days – No Catalog Discount</b>	SHIPMENT <b>5 days ARO</b>
F.O.B. <b>Point</b>	SHIPPED FROM <b>Ohio</b>
MINIMUM DELIVERY REQUIREMENTS <b>\$250.00</b>	

**NATURE OF CHANGE (S):**

Effective immediately, Line Item 11, Vitamin E Tablets, is deleted from this Contract.

All other terms, conditions and pricing remain the same.

**AUTHORITY/REASON:**

Per DMB Purchasing Operations.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$26,500,000.00**

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

October 9, 2007

**CHANGE NOTICE NO. 4**  
**TO**  
**CONTRACT NO. 071B4200057**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Athletes Needs, Inc.</b> <b>5333 Secor Road, Unit 11</b> <b>Toledo, OH 43632</b>  <b>E-mail: athletesneeds@netzero.com</b>	TELEPHONE Brian Gross <b>(800) 326-8147</b> Fax: <b>(800) 326-1969</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-8530 <b>Joan Bosheff</b>
Contract Administrator <b>Sean Lockhart</b> <b>Prisoner Store Products – MDOC / Statewide – Optional Use Contract</b>	
CONTRACT PERIOD: From: <b>November 1, 2003</b> To: <b>December 31, 2008</b>	
TERMS <b>0% Net 30 Days – No Catalog Discount</b>	SHIPMENT <b>5 days ARO</b>
F.O.B. <b>Point</b>	SHIPPED FROM <b>Ohio</b>
MINIMUM DELIVERY REQUIREMENTS <b>\$250.00</b>	

**NATURE OF CHANGE (S):**

Effective immediately this Contract is EXTENDED until December 31, 2008.

All other contract pricing, specifications, terms and conditions remain the same.

**AUTHORITY/REASON:**

Per DMB Purchasing Operations.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$26,500,000.00**

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

October 8, 2007

**CHANGE NOTICE NO. 3**  
**TO**  
**CONTRACT NO. 071B4200057**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Athletes Needs, Inc.</b> <b>5333 Secor Road, Unit 11</b> <b>Toledo, OH 43632</b>  <b>E-mail: athletesneeds@netzero.com</b>	TELEPHONE Brian Gross <b>(800) 326-8147</b> Fax: <b>(800) 326-1969</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-8530 <b>Joan Bosheff</b>
Contract Administrator <b>Sean Lockhart</b> <b>Prisoner Store Products – MDOC / Statewide – Optional Use Contract</b>	
CONTRACT PERIOD: From: <b>November 1, 2003</b> To: <b>December 31, 2007</b>	
TERMS <b>0% Net 30 Days – No Catalog Discount</b>	SHIPMENT <b>5 days ARO</b>
F.O.B. <b>Point</b>	SHIPPED FROM <b>Ohio</b>
MINIMUM DELIVERY REQUIREMENTS <b>\$250.00</b>	

**NATURE OF CHANGE (S):**

Effective October 1, 2007, price increases per the attached.

All other contract pricing, specifications, terms and conditions remain the same.

**AUTHORITY/REASON:**

Per DMB Purchasing Operations approval.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$26,500,000.00**

Specifications/Item Listing/Pricing Page

**FOOD/CANDY/MISCELLANEOUS - PRISONER/COMMISSARY STORE ITEMS**

<b>Item #</b>	<b>Annual Est. Usage</b>	<b>NIGP Code</b>	<b>Unit</b>	<b>Commodity Description</b>
1.	23,000	393-56	EA/CS	<p><b>ACETAMINOPHEN</b>, Generic, (like Tylenol). Not to exceed 100 tablets of 325 mg. Must be in clear, plastic container. No metal.</p> <p>Brand: Clear Choice                      Stock/Order #: 02201                      Pack/# per Case 24 ea                      Price Each \$1.23 ea                      Price Per Case: \$29.52/cs</p>
2.	31,150	393-56	PK/CS	<p><b>ANTACID</b>, Tablets. National or generic brand.</p> <p>Brand: Clear Choice                      Stock/Order #: 18520                      Pack/# per Case 24 ea                      Price Each \$0.65                      Price Per Case \$15.60/cs</p>
3.	19,384	393-56	EA/CS	<p><b>ASPIRIN</b>, Generic. Not to exceed 100-ct. Not to exceed 325mg/100-ct. Clear or transparent packaging.</p> <p>Brand: Clear Choice                      Stock/Order #: 12401                      Pack/# per Case: 24 ea                      Price Each: \$1.05/ea                      Price Per Case: \$25.20/cs</p>
4.		393-56	EA/CS	<p><b>CHLORPHENIRAMINE MALEATE</b>, Not To exceed 4 mg/24-ct.</p> <p>Brand: Clear Choice                      Stock/Order #: 09970                      Pack/# per Case: 24                      Price Each: \$0.70 ea                      Price Per Case: \$16.80/cs</p>
5.	10,457	393-56	EA/CS	<p><b>IBUPROFEN</b>, Generic. Not to exceed 200mg/100-ct. Clear or transparent packaging.</p> <p>Brand: Clear Choice                      Stock/Order #: 27541                      Pack/# per Case: 24 ea                      Price Each: \$1.93 ea                      Price Per Case: \$46.32/cs</p>
6.	1,594	393-56	EA/CS	<p><b>MULTIPLE VITAMINS, with/Minerals (includes Iron)</b>. Generic. Tablets not to exceed recommended daily requirements. Clear or transparent packaging. No metal or glass. Not to exceed 100-ct.</p> <p>Brand: Athletes Needs, Inc.                      Stock/Order #: 665B                      Pack/# per Case: 24/ea                      Price Each: \$2.59 ea                      Price Per Case: \$62.16/cs</p>

<b>Item #</b>	<b>Annual Est. Usage</b>	<b>NIGP Code</b>	<b>Unit</b>	<b>Commodity Description</b>
7.	2,969	393-56	<b>EA/CS</b>	<p><b>MULTIPLE VITAMIN</b>, Generic. Tablets not to exceed recommended daily requirements. Clear or transparent packaging. No metal or glass. Not to exceed /100-ct.</p> <p>Brand: Athletes Needs, Inc.  Stock/Order #: 444A  Pack/# per Case: 24/ea  Price Each: \$1.35 ea  Price Per Case: \$32.40/cs</p>
8.	20,788	393-56	<b>EA/CS</b>	<p><b>PROTEIN POWDER</b>, Simple protein concentrate without added amino acids, enzymes, or hormones (Protein, soy, etc.). No cans, metal or glass. Must be in clear/plastic pouch. Not to exceed 16 oz. pouch</p> <p>Brand: Athletes Needs, Inc. – 24 Grams Protein Per oz.  Stock/Order #: 1200MB  Pack/# per Case: 24/ea  Price Each: \$5.89 ea  Price Per Case: \$141.36/cs</p>
9.	20,788	393-56	<b>EA/CS</b>	<p><b>ECONOMY PROTEIN POWDER</b>, Simple protein concentrate without added amino acids, enzymes, or hormones (Protein, soy, etc.). No cans, metal or glass. Must be in clear/plastic pouch. Not to exceed 16 oz. pouch</p> <p>Brand: Athletes Needs, Inc. – 10 Grams Protein Per oz.  Stock/Order #: 1100MB  Pack/# per Case: 24/ea  Price Each: \$4.99 ea  Price Per Case: \$119.76/cs</p>
10.		393-56	<b>EA/CS</b>	<p><b>VITAMIN C</b>, Not to exceed 250mg/100-ct. <b>Tablet Only</b>. No Gel Caps. Clear or transparent packaging. No metal or glass.</p> <p>Brand: Athletes Needs, Inc.  Stock/Order #: 111B  Pack/# per Case: 24/ea  Price Each: \$1.30 ea  Price Per Case: \$31.20/cs</p>
11.		393-56	<b>EA/CS</b>	<p><b>VITAMIN E</b>, Not to exceed 250mg/100-ct. <b>Tablet only</b>, No Gel Caps. Clear or transparent packaging. No metal or glass.</p> <p>Brand: Athletes Needs, Inc.  Stock/Order #: 200B  Pack/# per Case: 24 ea  Price Each: \$2.32 ea  Price Per Case: \$55.68/cs</p>

<b>Item #</b>	<b>Annual Est. Usage</b>	<b>NIGP Code</b>	<b>Unit</b>	<b>Commodity Description</b>
12.		393-56	<b>EA/CS</b>	<p><b>Multiple Vitamins</b>, with Minerals/Iron free. Generic. Tablets do not exceed recommended daily requirements. Clear or transparent packaging. No metal or glass. Not to exceed 100ct.</p> <p>Brand: Athletes Needs, Inc.  Stock/Order #: 665C  Pack/# per Case: 24 ea  Price Each: \$2.59 ea  Price Per Case: \$62.16/cs</p>
13.		393-56	<b>EA/CS</b>	<p><b>Nature Fiber 500</b>, Fiber therapy clear bottle. 60 tablets, 24 count.</p> <p>Brand: Athletes Needs, Inc.  Stock/order #: 899A  Pack/# per case: 24 ea  Price Each: \$2.99 ea.  Price Per Case: \$71.76/CS</p>
14.		393-56	<b>EA/CS</b>	<p><b>Lactose Enzymes</b>, Lactaid formula. Clear bottle. 25 tablets, 24 count.</p> <p>Brand: Athletes Needs, Inc.  Stock/Order #: 4500B  Pack/#per Case: 24 ea  Price Each: \$3.49/ea  Price per case: \$71.76 /CS</p>

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

August 14, 2006

**CHANGE NOTICE NO. 2  
 TO  
 CONTRACT NO. 071B4200057  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>Athletes Needs, Inc.          5333 Secor Road, Unit 11          Toledo, OH 43632</b>  <b>E-mail: athletesneeds@netzero.com</b>	TELEPHONE Brian Gross <b>(800) 326-8147</b> <b>Fax: (800) 326-1969</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-8530 <b>Joan Bosheff</b>
Contract Administrator <b>Sean Lockhart</b> <b>Prisoner Store Products – MDOC / Statewide – Optional Use Contract</b>	
CONTRACT PERIOD: From: <b>November 1, 2003</b> To: <b>December 31, 2007</b>	
TERMS <b>0% Net 30 Days – No Catalog Discount</b>	SHIPMENT <b>5 days ARO</b>
F.O.B. <b>Point</b>	SHIPPED FROM <b>Ohio</b>
MINIMUM DELIVERY REQUIREMENTS <b>\$250.00</b>	

**NATURE OF CHANGE (S):**

**Effective immediately this Contract is hereby EXTENDED one (1) year until December 31, 2007.**

**The Contract Administrator is hereby changed to Sean Lockhart**

**All other contract pricing, specifications, terms and conditions remain the same.**

**AUTHORITY/REASON:**

**Per Agency request per AS-1 dated July 14, 2006. Vendor approval letter dated August 3, 2006, and DMB/Purchasing Operations approval.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$26,500,000.00**

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

January 30, 2004

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B4200057**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Athletes Needs, Inc.</b> <b>5333 Secor Road, Unit 11</b> <b>Toledo, OH 43632</b>  <b>E-mail: athletesneeds@netzero.com</b>	TELEPHONE Brian Gross <b>(800) 326-8147</b> <b>Fax: (800) 326-1969</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-8530 <b>Kimberly Graham, CPPB</b>
Contract Administrator <b>Twyla Snow or Norma Killough</b> <b>Prisoner Store Products – MDOC / Statewide – Optional Use Contract</b>	
CONTRACT PERIOD: From: <b>November 1, 2003</b> To: <b>December 31, 2006</b>	
TERMS <b>0% Net 30 Days – No Catalog Discount</b>	SHIPMENT <b>5 days ARO</b>
F.O.B. <b>Point</b>	SHIPPED FROM <b>Ohio</b>
MINIMUM DELIVERY REQUIREMENTS <b>\$250.00</b>	

**NATURE OF CHANGE (S):**

Effective January 1, 2004, the price for item #2, Antacid tablets, will hereby be increased from \$0.50 each/\$6.00 case to \$0.65each/\$7.80 case. All other contract pricing, specifications, terms and conditions remain the same.

**AUTHORITY/REASON:**

Per request from Athlete's Needs, Inc. in a letter dated December 9, 2003, and in agreement with the agency and in accordance to the contract terms and conditions.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$26,500,000.00**

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

November 10, 2003

**NOTICE**  
**TO**  
**CONTRACT NO. 071B420057**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Athletes Needs, Inc.</b> <b>5333 Secor Road, Unit 11</b> <b>Toledo, OH 43632</b>  <b>E-mail: athletesneeds@netzero.com</b>	TELEPHONE Brian Gross <b>(800) 326-8147</b> <b>Fax: (800) 326-1969</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-8530 <b>Kimberly Graham, CPPB</b>
Contract Administrator <b>Twyla Snow or Norma Killough</b> <b>Prisoner Store Products – MDOC / Statewide – Optional Use Contract</b>	
CONTRACT PERIOD: From: <b>November 1, 2003</b> To: <b>December 31, 2006</b>	
TERMS <b>0% Net 30 Days – No Catalog Discount</b>	SHIPMENT <b>5 days ARO</b>
F.O.B. <b>Point</b>	SHIPPED FROM <b>Ohio</b>
MINIMUM DELIVERY REQUIREMENTS <b>\$250.00</b>	

The terms and conditions of this Contract are those of ITB #07113000148 this Contract Agreement and the vendor's quote dated June 6, 2003. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated 1 Year Contract Value: **\$8,833,333.33**  
 Estimated 3 Year Contract Value: **\$26,500,000.00**

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

**CONTRACT NO. 071B4200057**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Athletes Needs, Inc.</b> <b>5333 Secor Road, Unit 11</b> <b>Toledo, OH 43632</b>  <b>E-mail: athletesneeds@netzero.com</b>	TELEPHONE Brian Gross <b>(800) 326-8147</b> <b>Fax: (800) 326-1969</b> VENDOR NUMBER/MAIL CODE  BUYER (517) 373-8530 <b>Kimberly Graham, CPPB</b>
Contract Administrator <b>Twyla Snow or Norma Killough</b> <b>Prisoner Store Products – MDOC / Statewide – Optional Use Contract</b>	
CONTRACT PERIOD: From: <b>November 1, 2003</b> To: <b>December 31, 2006</b>	
TERMS <b>0% Net 30 Days – No Catalog Discount</b>	SHIPMENT <b>5 days ARO</b>
F.O.B. <b>Point</b>	SHIPPED FROM <b>Ohio</b>
MINIMUM DELIVERY REQUIREMENTS <b>\$250.00</b>	
MISCELLANEOUS INFORMATION: <b>The terms and conditions of this Contract are those of <a href="#">ITB #07113000148</a> this Contract Agreement and the vendor's quote dated <a href="#">June 6, 2003</a>. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</b>  <b>Estimated 1 Year Contract Value: \$8,833,333.33</b> <b>Estimated 3 Year Contract Value: \$26,500,000.00</b>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the [ITB No.07113000148](#). Orders for delivery of equipment will be issued directly by the [Department of Corrections](#) 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 VENDOR:</b>  <b>Athletes Needs, Inc.</b> _____ Firm Name  _____ Authorized Agent Signature  _____ Authorized Agent (Print or Type)  _____ Date	<b>FOR THE STATE:</b>  _____ Signature <b>Sean Carlson, Director</b> _____ Name <b>Acquisition Services</b> _____ Title  _____ Date
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**CONTRACT #071B4200057**  
**MDOC – PRISONER/COMMISSARY STORE PRODUCTS**  
**ATHLETES NEEDS INC.**  
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**SECTION I - REQUIREMENTS****I-A INTRODUCTION**

This Contract is for "Optional Use" for the Michigan Department of Corrections (MDOC), Prisoner/Commissary Stores throughout the state of Michigan (Upper and Lower Peninsula).

Section I – REQUIREMENTS includes the specifications and vendor information for the contractual agreement.

Exact quantities to be purchased are unknown. The contractor will be required to furnish all such materials as may be ordered during the Contract period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders will be issued directly to the Contractor by various State agencies.

Attached is a listing of State agencies and/or locations that may order from the Contract. The listing shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions. At the request of the State, items included on this contract may be extended to local units of government.

All items shall be limited to soft/transparent packaging where ever such packaging is available. For hygiene and food products soft/transparent packaging shall be required where the item is available in such packaging in both a national and a generic brand. Items must comply with fire safety requirements. Glass and metal containers and containers that contain metal parts are prohibited. Oils and items containing gum are prohibited. All items must be non-caustic and not require refrigeration. Every item must be reviewed by the MDOC before being approved for the final contract.

**I-B REQUIRED INFORMATION****A. COMPANY INFORMATION**

**Athlete's Needs, Inc.**  
**5333 Secor Road, Unit #11**  
**Toledo, OH 43623**  
**Phone: 800-326-8147**  
**Fax: 800-326-1969**

**1. STAFFING**

The Contractor must be able to provide appropriate staff to properly service the Contract.

**Brian Grosse, National Sales Manager**



## 2. SECURITY

This contract will require frequent deliveries to State of Michigan facilities. The contractor shall have 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.

The State may decide to also perform a 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 sub-contractors shall comply with the security access requirements of each individual State facility.

The contractor shall be prepared to supply a list of delivery driver's names and any additional background "security" information necessary to the MDOC, the state will determine the best source for security clearance into the State's facilities. The contractor's vehicles are subject to inspection upon entering and leaving all MDOC facilities. The contractor can anticipate delays at any facility due to security issues within that facility. The contractor shall be responsible for the off-loading of commodities at each facility.

## 3. RECYCLING/ENVIRONMENTAL AWARENESS

The contractor must identify any mercury containing products being purchased under this contract and shall provide mercury-free alternatives, when available.

## B. PRODUCT QUALITY

### 1. SPECIFICATIONS

Brand or trade names referred to herein are for identification purposes only, and do not limit the contractor to such brands, provided alternates offered are equal in quality and function to those specified and are approved by the accepting facility. Descriptive literature that contains complete specifications or the complete specifications should be included with the alternate product and provided to the facility.

When an item with a brand name is marked "N/S" (no substitution), then only that brand and product number will be accepted. An equivalent product will not be considered. However, if an alternate brand name is requested by a facility the contractor may offer the alternate brand name.

All items per selling unit must be UPC coded.



Consumable and expendable merchandise shall be non-flammable, non-toxic, non-combustible, non-alcoholic, and non-caustic.

All commodities must be consistent throughout the life of the Contractual agreement. Substitutions may not be made unless prior approval is given by the facility ordering the product and/or by Acquisition Services. In addition, if the substituted product is at a lower price than the originally supplied product, the Contractor shall refund the difference to the ordering Facility. The Contractor(s) shall not make any unauthorized substitutions, unless or until the contractor has successfully contacted the MDOC Facility placing the order and presented the products and received permission from all parties involved.

## **2. RESEARCH AND PRODUCT DEVELOPMENT**

The contractor shall possess the ability to invest in new product development and research to stay current with ongoing demands.

All costs associated with research and development are the contractor's responsibility, and shall not be passed on to the State of Michigan.

The contractor shall be able to provide documentation supporting the development of new products that coincide with the MDOC mission and goals. The contractor shall be required to work with the MDOC in the development of new products to offer better variety to the inmates while keeping security and safety in the forefront. The contractor shall be required to supply all facilities with a reasonable amount of free samples upon the facility's request. This will allow inspectors and store committee members to view the items.

## **3. QUALITY ASSURANCE PROGRAM**

The contractor shall have a written quality control program ensuring that all products are wholesome and that all manufacturers and suppliers to the Contractor have implemented current and effective quality control programs, have standard operating procedures and use good manufacturing practices. All manufacturers supplying product to the Contractor shall have verifiable HACCP programs (if applicable) in place at their manufacturing facilities. The Contractor shall monitor the quality control program of all suppliers and manufactures, and shall provide documentation upon request of the State.

All products shall have legible code dates of manufacture and dates of expiration on the package.

The State reserves the right to periodically test products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.



a) **Hazard Analysis Critical Control Point (HACCP)**

Contractor's Production plant(s) and Distribution Centers shall have a fully implemented HACCP Program (if applicable). In addition, if the contractor is not the manufacturer, the contractor's suppliers shall have a fully implemented HACCP Program as it relates to this contract.

The contractor shall have a USDA certified laboratory or access for testing chemical residues.

b) **Recall Program**

The contractor shall have the ability to track all products individual or case packed delivered (barcode/UPC's) to the distributor.

The contractor shall have a product recall program that provides for immediate notification to all customers, including the MDOC facilities who have received the products. In all cases of product recall, the Contractor shall notify all MDOC facilities that have received the recalled product. Notification shall not exceed twenty-four (24) hours after the Contractor learns of the recall. The Contractor shall have the ability to track products by lot number to specific customers including MDOC facilities. The Contractor is responsible for picking up all products that are subject to recall.

4. **DAMAGED STOCK, EXISTING STOCK AND EXPIRED PRODUCTS**

The contractor will be required to buy back all existing stock facilities still have on hand when the store committee has decided to discontinue an item for a new one. This shall include all product, not just full cases.

The contractor is required to provide all items under this contractual agreement and will assure that all items possess a stable and extended shelf life.

The contractor will be required to buy back all reasonably expired products with no questions asked.

This shall include the guarantee associated with the actual product being proposed under this contractual agreement.

5. **INSPECTION OF PRODUCT**

Product will be inspected by the ordering Facility within 48 hours of delivery excluding State holidays and weekends. All products must be in a wholesome and sanitary condition when delivered. Products will not be accepted if the products fail to meet specifications either in product quality or packaging or the product is an unauthorized substitute product. The Contractor must pick up the rejected product within 48 hours of being notified of the rejection by the Facility. Defective items must be exchanged or credited by the Contractor depending upon the Facility's request.

The State of Michigan reserves the right to hold rejected products suspected of being adulterated for inspection by the United States Department of Agriculture and/or the Michigan Department of Agriculture.



## 6. ADDITIONAL PRODUCTS

The State reserves the right to add an item(s) that are not described on the item listing and is available from the Contractor. The Item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

## 7. DELETION OF PRODUCTS

The State reserves the right to remove products from the Contract(s) due to changes in MDOC policies and guidelines.

## C. SERVICE

### 1. ORDERING/CUSTOMER SERVICE

**Brian Grosse, National Sales Manager**  
**Telephone: (800) 326-8147 – Fax: (800) 326-1969**

The contractor shall have ordering/customer service capabilities. This includes having the capacity to receive orders electronically, by phone, facsimile, and by written order. The Contractor shall provide a statewide toll-free telephone number for phone orders. Contractor shall have internal controls, approved by Acquisition Services, to insure orders placed are by authorized individuals on behalf of the State. The Contractor shall verify all orders placed with 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 Contractor shall have experienced sales representatives who make timely personal visits to State accounts. The Contractor's customer service must respond to State agency inquiries promptly, and not later than a twenty-four (24) hour period. The Contractor shall provide a statewide toll-free telephone number for customer service calls.

The contractor shall assign an employee to act as the key contact person for the awarded Contract(s). This person must be readily accessible during regular business hours and also by pager during "off" hours.

The Contractor shall resolve all order discrepancies (i.e. shortages, overage, breakage, and incorrect items) within 24 hours of notification. If the discrepancies cannot be resolved in that time, then the Contractor shall take all steps which the MDOC and/or Acquisition Services deems to be reasonably necessary or appropriate, to resolve the discrepancies.

Included in this contract is a listing of MDOC facilities that may order from this contract. All commodities may need each Facility's approval before they can be accepted and made available within each Facility's "Prisoner/Commissary Store". Some Facilities may have existing contracts for some of the items on the item listing. All existing contractual relationships will be honored under the terms and conditions of those contracts. Facilities with existing contracts will order from contracts resulting from ITB 07113000148 when existing contracts terminate.



The contractor shall communicate product availability to ordering MDOC Facilities.

Should additional MDOC facilities (which have not been identified in this contract) require delivery of product, the State reserves the right to add that location to the respective Contract at the same prices, terms and conditions.

## 2. **TRAINING**

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.

## 3. **REPORTING**

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

At the request of a Facility, the Contractor shall provide monthly and quarterly sales reports by declining dollar amounts for the Facility. An annual sales report for all Facilities shall be submitted to Acquisition Services, shall be submitted at the end of each year.

## 4. **SPECIAL PROGRAMS/PRODUCT DISCOUNTS/REBATES**

**Product Discounts:** The State of Michigan reserves the right to negotiate pricing, discounts and/or rebates directly with the manufacturers for large volume purchases. The Contractor shall pass on to the MDOC all price discounts and reductions the State of Michigan is entitled to receive from the manufacturers. These discounts and reductions shall include, without limitation, nonprofit allowances, free goods, rebates, quarterly and other discounts and special manufacturer deal prices. The State reserves the right to change to other product brands carried by the Contractor if the cost is beneficial to the State.

If a manufacturer offers rebates directly to a Correction facility, the Contractor shall track purchase information for each agency for the items affected and submit this information to the manufacturer as required by the manufacturer.

**Rebates:** Should the contractor have access to any rebates, for which the state could benefit this information should be brought to the attention of the ordering facility and/or the buyer with Acquisition Services. Prices are to be quoted without rebate participation for evaluation purposes.



## D. DELIVERY

Delivery will be on an as needed basis by each MDOC facility. Once the contract is awarded, it will be the Contractor's responsibility to contact each Facility and determine specific delivery schedules. Deliveries are to be made in accordance with instructions from the Facility and within the scope of the specifications and conditions of the Contract. Orders for delivery will be issued directly to the Contractor by each of the various MDOC Facilities via a direct purchase order or with a State Procurement Card.

For security reasons, the following Facilities require that the delivery trucks leave the institution empty.

- State Prison of Southern Michigan – Central Complex
- Ryan Correctional Facility
- Mound Regional Facility

Back orders are not acceptable. All orders are to be considered complete upon delivery. The packing slip needs to state that the order is complete.

Each order delivered shall be packaged as required in the specifications. Each order shall be accompanied with a packing slip. The packing slip shall contain the following information:

Agency Name and Address  
Agency Purchase Order Number  
Stock Number and Brief Description of Each Item  
Unit of Issue and Quantity Issued for Each Item  
Unit Price and Extended Price for Each Item  
Date Order Received by Contractor  
Total Price of the Order

All deliveries shall be F.O.B. destination to the ordering Facility. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the Facility except as to latent defects, fraud, and the Contractor's warranty/guarantee obligations, if any.

### 1. TIME FRAMES

It is requested that all orders be delivered within seven (7) calendar days after receipt of order. However, 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.

### 2. MINIMUM ORDER

There is no minimum order for cost or quantity of orders. All shipping and handling costs for all products are included in the item listing price for the contract.



### 3. F.O.B. POINT

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders to the State.

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 (1) 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 \$3,000 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 charged and the amount that would have been charged if the requested carrier had been used.

### 4. PACKAGING

All packaging and packing material must be new and clean, and must not impart objectionable odors or flavors to the product. Metal wire ties, metal clips, paper-coated wire ties, or staples must not be used for sealing plastic-film bags. Printed, stamped, and stenciled labeling and marking information on cartons must be water-fast, non-smearing, or a contrasting color, clear, and readable. Cartons shall weigh approximately 50 lbs. or less. Cartons shall be clean and of adequate strength to provide protection and stacking strength. Cartons shall be clearly marked with the product name, code number, size/count, net weight, manufacturer or packer, and a packing date and expiration date, if applicable.

Items when ordered in full case quantities must be shipped in full manufacturer sealed cases only and shall be labeled as such.

Packaging must be in sizes specified in the bidders proposal and may not exceed the specified packaging sizes listed on the item listing. No breaking of packaging to satisfy the required packaging limits is acceptable.

**All individual as well as case items must be UPC coded.**

**Glass containers or containers with false bottoms are not acceptable. No metal or foil and where possible plastic jars in place of squeeze bottles. The type of packing/container are all considerations for items listed in this contractual agreement.**



The pack sizes indicated on the contract represent the sizes currently used by the industry. The contractor is requested to provide packaging that most closely meets these packaging sizes. The state reserves the right of final approval on packaging offered.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

Unless otherwise specifically noted in the bid, the cost of all reels, drums, pallets and containers shall be included in the bid price, and become the property of the State of Michigan. Charges for returnable shipping containers shall be stated in the bid, together with return instructions for shipment to Contractor's plant, transportation charges "collect".

Items must comply with fire safety requirement set forth in PD 04.03.120 "Fire Safety" (a copy of this can be obtained from MDOC). Glass containers are prohibited. Metal containers and containers that have metal parts are prohibited in Facilities that are considered Level II and higher. Oils and items containing gum are prohibited. All items must be non-caustic and not require refrigeration

#### **5. RETURNS**

Products returned because of quality problems, duplicated shipments, outdated product, etc. shall be resolved by the contractor within 24 hours after notification with no restocking charges to the State and replaced with the specified products or the MDOC Facility shall be credited/refunded for the full purchase price. Products ordered in error by the MDOC Facility must be returned for credit within 48 hours from receipt. Products must be in re-sellable conditions (original container unused). The Contractor may not charge for such returns and there shall be no restocking fees charged to the State.

#### **6. PALLETIZING**

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

- Manufacturers 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.

### **E. PROCUREMENT CARD**

Some MDOC Facilities may wish to place orders utilizing the State of Michigan procurement card. The contractor must indicate if their company accepts the State procurement card (i.e. Master Card, Visa, American Express, Discover, etc.). Prices indicated on the Item Listing shall be the delivered price of the item for all orders whether ordered using a purchase order or ordered with the State Procurement Card.

**F. BILLING**

All invoices/billings to MDOC Facilities shall be accurate and include the following information:

Facility Name and Address  
Facility Purchase Order Number  
Stock Number and Brief Description of Each Item  
Quantity Issued of Each Item  
Unit Price and Extended Price of Each Item  
Statement/Invoice Total

**G. PRICING**

The contractor shall provide the items listed at the price quoted for the items included in this contract (see attached Item Listing). Any discounts, if offered for quick payment to the State are stated as such in this contractual agreement

The price indicated on the attached item listing shall be delivered price to each Facility. There shall be no additional fees for delivery. The prices quoted for the all items (food and non food) shall remain firm for the 365 days from the date the Contract becomes effective.

In addition, if the bidder has any other products available for purchase (i.e. catalog) are at a single discount from the manufacturer's suggested retail catalog price. The State is requesting to receive a percentage (%) discount off all non-contract (general catalog) items.

Although initial pricing structures will be established through the contractor(s), the pricing structure for this contract shall remain fluid, this means the State may negotiate larger discounts due to large or multi-phase purchases of prisoner store merchandise, to afford the State a better pricing structure. The State will also enter into negotiations with contractor(s) for specialty items (i.e. Holiday Packages, etc.) in addition products that may be added to or deleted from the scope of the contractual agreement.



## SECTION II - GENERAL CONTRACT PROVISIONS

### **II-A GENERAL**

The Contract is for the Michigan Department of Corrections (MDOC), Prisoner/Commissary Stores, for the State of Michigan both Upper and Lower Peninsula. 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 estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

The Contract(s) awarded from this solicitation will optional use unit price and a percentage (%) off all non-contract (general catalog) items.

### **II-B ISSUING OFFICE**

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Michigan Department of Corrections, Prisoner/Commissary Stores, hereinafter known as *MDOC*. Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

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

**Department of Management and Budget  
Acquisition Services  
Attn: Kimberly Graham, Buyer, CPPB  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 373-8530 – Telephone (517) 335-0046 - Fax  
email: grahamk@michigan.gov**

**II-C CONTRACT ADMINISTRATOR**

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

**Twyla Snow or Norma Killough  
Correctional Facilities Administration  
P. O. Box 30003  
Lansing, Michigan 48909  
Telephone: (517) 373-0287  
Fax number: (517) 373-3882**

**II-D CONTRACT TERM**

The term of this Contract will be for a **Three (3)** year period and will commence with the issuance of a Contract. **This will be approximately November 1, 2003 through December 31, 2006.** At the sole option of the State, the Contract may be extended for up to 2 (two) additional years. Contractor performance, quality of products, price, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to extend the Contract.

**II-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

The following documents constitute the complete and exclusive agreement between the parties. The following order of precedence shall apply (in descending order):

- A. Any contract resulting from the State's ITB No. 07113000148
- B. Any addenda to that ITB.
- C. The Contractor's response to that ITB.

The State of Michigan shall not be bound by any part(s) of the bidder's response to the ITB which contains information, options, conditions, terms, or prices neither requested nor required in the ITB. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the Contractor, those of the State take precedence. The contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**II-F NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

**II-G REVISIONS, CONSENTS, AND APPROVALS**

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

**II-H SEVERABILITY**

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

**II-I SURVIVOR**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

**II-J GOVERNING LAW**

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

**II-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)**

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

**II-L 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 this Contract.

**II-M INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

**II-N NEWS RELEASES**

News releases (including promotional literature and commercial advertisements) pertaining to the ITB 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 ITB and Contract are to be released without prior written approval of the State and then only to persons designated.

**II-O CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

**II-P PERFORMANCE REVIEWS**

Acquisition Services in conjunction with the Michigan Department of Corrections may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

**II-Q AUDIT OF CONTRACT COMPLIANCE**

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

**II-R SAFETY AND ACCIDENT PREVENTION**

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of the Contract subject to the cancellation provisions contained herein.

**II-S WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT**

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at [www.state.mi.us/mdcs/Regindx](http://www.state.mi.us/mdcs/Regindx).

**II-T ASSIGNMENT**

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

**II-U DELEGATION**

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

**II-V DISCLOSURE**

All information in a bidder's proposal and the Contract is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

**II-W TAXES**

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

**II-X PRICE ADJUSTMENTS**

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

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

**II-Y ADDITIONAL PRODUCTS/SERVICES**

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

**II-Z CONTRACTOR'S LIABILITY INSURANCE**

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

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

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

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

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



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

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

1. Commercial General Liability with the following minimum 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  
\$500,000 Fire Damage Limit (any one fire)

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

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

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

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

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



- 5. Employers liability insurance with the following minimum limits:
  - \$100,000 each accident
  - \$100,000 each employee by disease
  - \$500,000 aggregate disease
  
- 6. Professional Liability Insurance (Errors and Omissions coverage) with the following minimum coverage:
  - \$1,000,000 each occurrence and \$3,000,000 annual aggregate
  - \$3,000,000 each occurrence and \$5,000,000 annual aggregate
  - \$5,000,000 each occurrence and \$10,000,000 annual aggregate
  
- 7. Medical Professional Liability, minimum coverage.
  - \$100,000 each occurrence and \$300,000 annual aggregate *(for single practitioner)*
  - \$200,000 each occurrence and \$600,000 annual aggregate *(for single practitioner)*
  - \$1,000,000 each occurrence and \$5,000,000 annual aggregate *(for group practice)*

## II-AA INDEMNIFICATION

### A. General Indemnification

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

1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;



5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

B. Patent/Copyright Infringement Indemnification

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

C. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, 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 sub clause.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

## **II-BB CONTRACT DISTRIBUTION**

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

**II-CC ACCOUNTING RECORDS**

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

**II-DD NON-DISCRIMINATION CLAUSE**

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

**II-EE CANCELLATION**

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

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

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

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



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

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. 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 such written notice.

**II-FF NOTICE AND RIGHT TO CURE**

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

**II-GG ELECTRONIC FUNDS TRANSFER**

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

**II-HH MODIFICATION OF CONTRACT**

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

**II-II UNFAIR LABOR PRACTICES**

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

**II-JJ FORM, FUNCTION, AND UTILITY**

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not the meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

**II-KK CONTRACT PAYMENT SCHEDULE**

The specific payment schedule for the Contract(s) will be mutually agreed upon by the State and the Contractor(s). 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.

**II-LL 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 Acquisition Services has approved a change.

**II-MM RECYCLED CONTAINERS**

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

**II-NN RIGHT TO KNOW ACT (Act 80 of 1986)**

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances in the workplace. To comply with this act, it is necessary that you fulfill the following:

Labels on all incoming containers of hazardous chemicals must (1) clearly State the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

Material Safety Data Sheets must be included with shipment of chemical or hazardous material to the receiving State agency. It is necessary to send this document only on the first shipment for each chemical formulation or hazardous material ordered by a specific agency except when there has been a change in the formulation of the specified chemical or hazardous material, in which case, a revised material safety data sheet shall accompany the first shipment of the changed formulation. It is the responsibility of the shipping vendor to maintain this record. The receiving agency will not accept first shipment unless the above is complied with. It is recommended that OSHA Material Safety Data Sheet No. 174 be used.

**II-OO ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

**II-PP QUALITY ASSURANCE**

The State reserves the right to periodically test products which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

**II-QQ INSPECTION**

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

**II-RR PURCHASING FROM OTHER STATE AGENCIES**

State agencies are exempt from utilizing the resulting Contract if they would instead prefer to purchase similar items from the following State agencies:

- Michigan State Industries (MSI), which provides valuable training opportunities for inmates at State correctional facilities.
- Department of Management and Budget, Print and Graphics Services

**MINIMUM ORDER**

There is no minimum order for cost or quantity of orders. All Shipping and handling costs for all products are included in the line item pricing.

Indicate percentage (%) discount off all non-contract (general catalog) items.

**0% - Percentage (%) Discount**

Indicate percentage (%) users fee, agencies will receive.

**None - Percentage (%) Users Fee**

Actual percentage (%) discount off all non-contract (general catalog) items, less the users fee.

**0% - Final Percentage Discount (% Discount - % Users Fee = Actual % Discount.**

Indicate the person(s) responsible for administering a Contract for your company

**Name: Brian Grosse**  
**Address: 5333 Secor Road, Unit #11**  
**Toledo, OH 43623**  
**Phone: 800-326-8147**  
**Fax: 800-326-1969**

**STATE AGENCY LOCATIONS****DEPARTMENT OF CORRECTIONS – LOWER PENINSULA****Adrian Temporary Facility**

2727 E. Beecher  
Adrian, MI 49221

**Brooks Regional Facility**

2500 S. Sheridan Dr.  
Muskegon, MI 49444

**Charles Egeler Correctional Facility**

3855 Cooper Street  
Jackson, MI 49201

**Florence Crane Women's Facility**

38 Fourth St.  
Coldwater, MI 49036

**Gus Harrison Correctional Facility**

2727 E. Beecher  
Adrian, MI 49221

**Huron Valley Center**

3511 Bemis Road  
Ypsilanti, MI 48917

**Ionia Temporary Facility**

1755 Harwood Road  
Ionia, MI 48846

**Macomb Regional Facility**

34625 26 Mile Rd.  
New Haven, MI 48048

**Michigan Reformatory**

1342 W. Main St.  
Ionia, MI 48846

**Mound Correctional Facility**

17601 Mound Road  
Detroit, MI 48212

**Muskegon Temporary Facility**

2500 S. Sheridan Dr.  
Muskegon Heights, MI 49442

**Pugsley Correctional Facility**

7401 Walton Road  
Kingsley, MI 49649

**Carson City Temporary Facility**

10274 Boyer Road  
Carson City, MI 4881

**Carson City Correctional Facility**

10522 Boyer  
Carson City, MI 48811

**Cooper Street Correctional Facility**

3100 Cooper Street  
Jackson, MI 49201

**Handlon Michigan Training Unit**

P.O. Box 492  
Ionia, MI 48846

**Huron Valley Men's Facility**

3201 Bemis Road, E.  
Ypsilanti, MI 48197

**Ionia Maximum Correctional Facility**

1576 W. Bluewater Highway  
Ionia, MI 48846

**Lakeland Correctional Facility**

141 First Street  
Coldwater, MI 49036

**G. Robert Cotton Facility**

3500 N. Elm Road  
Jackson, MI 49201

**Mid-Michigan Temporary**

8201 Croswell Rd.  
St. Louis, MI 48880

**Muskegon Correctional Facility**

2400 S. Sheridan Dr.  
Muskegon, MI 49442

**Oaks Correctional Facility**

1500 Caberfae Highway  
Manistee, MI 49660-9200

**DEPARTMENT OF CORRECTIONS – LOWER PENINSULA (continued)**

**Parnall Correctional Facility**  
1780 E. Parnall  
Jackson, MI 49201-9037

**Ryan Correctional Facility**  
17600 Ryan  
Detroit, MI 48212

**Saginaw Correctional Facility**  
9625 Pierce Rd.  
Freeland, MI 48604

**Scott Correctional Facility**  
47500 Five Mile Road  
Plymouth, MI 48170

**St Louis Correctional Facility**  
8585 N. Croswell Road  
St. Louis, MI 48880

**Thumb Correctional Facility**  
3225 John Conley Dr.  
Lapeer, MI 48446

**Woodward Corrections Center**  
5801 Woodward Avenue  
Detroit, MI 48202

**Pine River Correctional Facility**  
320 N. Hubbard  
St. Louis, MI 48880

**Riverside Correctional Facility**  
777 W. Riverside Drive  
Ionia, MI 48846

**Standish Maximum Facility**  
4713 West M-61  
Standish, MI 48658

**State Prison of Southern Michigan**  
4000 Cooper Street  
Jackson, MI 49201

**Southern Michigan Correctional**  
4002 Cooper Street  
Jackson, MI 49201

**Western Wayne Correctional Facility**  
48401 Five Mile Road  
Plymouth, MI 48170

**Michigan Youth Correctional Facility**  
1805 West 32<sup>nd</sup> Street  
Baldwin, MI 49304

**DEPARTMENT OF CORRECTIONS CAMP PROGRAM DIRECTORY**

**Camp Branch**  
19 Fourth Street  
Coldwater, MI 49036

**Camp Brighton**  
P.O. Box 200  
Pinckney, MI 48169

**Camp Kitwin**  
M-26 South, P.O. Box 7  
Painesdale, MI 49955

**Camp Cassidy Lake**  
18901 Waterloo Road  
Chelsea, MI 48118

**Camp Waterloo**  
6000 Maute Road  
Grass Lake, MI 49240

**Camp Lehman**  
4282 Hartwick Pines Road  
Grayling, MI 49738

**Camp Pellston**  
Route #1  
Pellston, MI 49769

**Camp Sauble**  
4058 E. Freesoil Rd.  
Freesoil, MI 49411

**Camp Tuscola**  
2420 Chambers Rd.  
Caro, MI 48723

**DEPARTMENT OF CORRECTIONS – UPPER PENINSULA****Alger Maximum Facility**

P.O. Box 600  
Munising, MI 49862

**Chippewa Correctional Facility**

4535 W. Tone Road  
Kincheloe, MI 49784

**Hiawatha Correctional Facility**

4533 Marshall Road  
Kincheloe, MI 49786

**Marquette Branch Prison**

1960 US 41 Highway South  
Marquette, MI 49855

**Ojibway Correctional Facility**

P.O. Box 236  
Marenisco, MI 49947

**Baraga Maximum Facility**

301 Wadaga, R #1, Box 55  
Baraga, MI 49908

**Chippewa Temporary Facility**

4269 W. M-80  
Kincheloe, MI 49785

**Kinross Correctional Facility**

16770 S. Watertower Drive  
Kincheloe, MI 49788

**Newberry Correctional Facility**

3001 Newberry Ave  
Newberry, MI 49868

**DEPARTMENT OF CORRECTIONS CAMP PROGRAM DIRECTORY****Camp Cusino**

HCR Space One, Box 120  
Shingleton, MI 49884

**Camp Kitwin**

M-26 South, P.O. Box 7  
Painesdale, MI 49955

**Camp Koehler**

16463 S. Hugginin Rd.  
Kincheloe, MI 49788

**Camp Manistique**

401 N. Maple St.  
Manistique, MI 49854

**Camp Ottawa**

216 Gendron Road  
Iron River, MI 49935

**Camp Sauble**

4058 E. Freesoil Rd.  
Freesoil, MI 49411



Specifications/Item Listing/Pricing Page

FOOD/CANDY/MISCELLANEOUS - PRISONER/COMMISSARY STORE ITEMS

<u>Item #</u>	<u>Annual Est. Usage</u>	<u>NIGP Code</u>	<u>Unit</u>	<u>Commodity Description</u>
1.	23,000	393-56	<b>EA/CS</b>	<p><b>ACETAMINOPHEN</b>, Generic, (like Tylenol). Not to exceed 100 tablets of 325 mg. Must be in clear, plastic container. No metal.</p> <p>Brand: Clear Choice            Stock/Order #: 0220            Pack/# per Case 12 ea            Price Each \$1.20 ea            Price Per Case: \$14.40/cs</p>
2.	31,150	393-56	<b>PK/CS</b>	<p><b>ANTACID</b>, Tablets. National or generic brand. Not to exceed 12 ct./Pkg. or roll.</p> <p>Brand: Clear Choice            Stock/Order #: 1852            Pack/# per Case 12 ea            Price Each \$0.50            Price Per Case \$6.00/cs</p>
3.	19,384	393-56	<b>EA/CS</b>	<p><b>ASPIRIN</b>, Generic. Not to exceed 100-ct. Not to exceed 325mg/100-ct. Clear or transparent packaging.</p> <p>Brand: Clear Choice            Stock/Order #: 0731            Pack/# per Case: 12 ea            Price Each: \$1.05            Price Per Case: \$12.60/cs</p>
4.		393-56	<b>EA/CS</b>	<p><b>CHLORPHENIRAMINE MALEATE</b>, Not To exceed 4 mg/24-ct.</p> <p>Brand: Clear Choice            Stock/Order #: 0997            Pack/# per Case: 12            Price Each: \$0.65 ea            Price Per Case: \$7.80/cs</p>
5.	10,457	393-56	<b>EA/CS</b>	<p><b>IBUPROFEN</b>, Generic. Not to exceed 200mg/100-ct. Clear or transparent packaging.</p> <p>Brand: Clear Choice            Stock/Order #: 2753            Pack/# per Case: 12 ea            Price Each: \$1.90 ea            Price Per Case: \$22.80/cs</p>

**PRICING/ITEM LISTING**

**Contract #071B4200057**



<b>Item #</b>	<b>Annual Est. Usage</b>	<b>NIGP Code</b>	<b>Unit</b>	<b>Commodity Description</b>
6.	1,594	393-56	<b>EA/CS</b>	<p><b>MULTIPLE VITAMINS, with/Minerals.</b> Generic. Tablets not to exceed recommended daily requirements. Clear or transparent packaging. No metal or glass. Not exceed 100-ct.</p> <p>Brand: Athletes Needs, Inc.                      Stock/Order #: 665B                      Pack/# per Case: 24/ea                      Price Each: \$2.49 ea                      Price Per Case: \$59.76/cs</p>
7.	2,969	393-56	<b>EA/CS</b>	<p><b>MULTIPLE VITAMIN,</b> Generic. Tablets not to exceed recommended daily requirements. Clear or transparent packaging. No metal or glass. Not exceed /100-ct.</p> <p>Brand: Athletes Needs, Inc.                      Stock/Order #: 444A                      Pack/# per Case: 24/ea                      Price Each: \$1.35 ea                      Price Per Case: \$32.40/cs</p>
8.	20,788	393-56	<b>EA/CS</b>	<p><b>PROTEIN POWDER,</b> Simple protein concentrate without added amino acids, enzymes, or hormones (Protein, soy, etc.). No cans, metal or glass. Must be in clear/plastic pouch. Not to exceed 16 oz. pouch</p> <p>Brand: Athletes Needs, Inc. – 24 Grams Protein Per oz.                      Stock/Order #: 1200AA                      Pack/# per Case: 24/ea                      Price Each: \$4.95 ea                      Price Per Case: \$118.80/cs</p>
9.	20,788	393-56	<b>EA/CS</b>	<p><b>ECONOMY PROTEIN POWDER,</b> Simple protein concentrate without added amino acids, enzymes, or hormones (Protein, soy, etc.). No cans, metal or glass. Must be in clear/plastic pouch. Not to exceed 16 oz. pouch</p> <p>Brand: Athletes Needs, Inc. – 10 Grams Protein Per oz.                      Stock/Order #: 1100AA                      Pack/# per Case: 24/ea                      Price Each: \$4.50 ea                      Price Per Case: \$108.00/cs</p>



Item #	Annual Est. Usage	NIGP Code	Unit	Commodity Description
10.		393-56	EA/CS	<p><b>VITAMIN C</b>, Not to exceed 250mg/100-ct. <b>Tablet Only</b>. No Gel Caps. Clear or transparent packaging. No metal or glass.</p> <p>Brand: Athletes Needs, Inc.            Stock/Order #: 111B            Pack/# per Case: 24/ea            Price Each: \$1.20 ea            Price Per Case: \$28.80/cs</p>
11.		393-56	EA/CS	<p><b>VITAMIN E</b>, Not to exceed 250mg/100-ct. <b>Tablet only</b>, No Gel Caps. Clear or transparent packaging. No metal or glass.</p> <p>Brand: Athletes Needs, Inc.            Stock/Order #: 200B            Pack/# per Case: 24 ea            Price Each: \$2.25 ea            Price Per Case: \$54.00/cs</p>
12.		393-56	EA/CS	<p><b>Menstrual Relief Medicine</b>, tablet only, max. 24 tablets. Clear or transparent packaging.</p> <p>Brand: Clear Choice            Stock/Order #: 2444            Pack/# per Case: 12 ea            Price Each: \$1.85 ea            Price Per Case: \$22.20/cs</p>