STATE OF MICHIGAN
DEPARTMENT OF CORRECTIONS
FISCAL MANAGEMENT
P.O. BOX 30003
LANSING, MICHIGAN 48909

CHANGE NOTICE NO. 6
to
CONTRACT NO. 472B3200122
between
THE DEPARTMENT OF CORRECTIONS
and

NAME AND ADDRESS OF CONTRACTOR:	CONTRACTOR TELEPHONE:
Herb Fitzgerald Co., Inc. 13150 W. Glendale Ave. Butler, WI 53007-0465	262-783-5808
	CONTRACTOR FAX: 262-783-5553
	STATE CONTACT: Ethan Todd ToddE1@michigan.gov

DESCRIPTION OF CONTRACT:		
Washer-Extractors and Dryers		
CONTRACT PERIOD:	FROM: July 1, 2013	TO: June 30, 2016
TERMS: Net		

MISCELLANEOUS INFORMATION:

Effective immediately, price changes have been made to Washers & Dryers under this Contract. The updated Pricing Sheet reflecting new prices is attached to this Change Notice.

All other terms and conditions of the original Contract remain the same.

Current Authorized Spend Limit: $ 264,000.00

FOR THE CONTRACTOR:

Herb Fitzgerald Co., Inc.
Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

8/11/15
Date

FOR THE STATE:

Signature

Jeri Ann Sherry
Name

Deputy Director
Title

8/10/15
Date

Attachment A: Pricing Sheet

Herb Fitzgerald Company						
ITEM LISTING						
Northern Region						
			Washers	**Price**		
Item	**Commodity Code**	**Unit**	**Description**	**208-240v**	**460-480V**	**600V**
01	500-87	EA	**60 lb. Washer/Extractor** Milnor 30022 T6X	$10,000.00		
02	500-87	EA	**40 lb. Washer/Extractor** Milnor 30015 T6X	$9,500.00		
03	500-87	EA	**Light Duty 40 lb. Commercial Washer** Milnor MWR18E4	$5,875.00		
04	500-87	EA	**Light Duty 30 lb. Commercial Washer** Milnor MWR16E5	$4,800.00		
05	500-90	EA	**100 lb. Washer/Extractor** Milnor 36026V7Z	$20,500.00	$20,675.00	$21,500.00
06	500-90	EA	**100 lb. Washer/Extractor** Milnor 36026V5Z	$18,000.00	$18,175.00	$19,000.00
			Dryers	**Gas**	**Electric**	
01	500-15	EA	**75 lb. Capacity Dryer** Milnor M78G/M78E	$4,700.00	$5,400.00	
02	500-15	EA	**Light Duty 7.0 cu ft. Commercial Dryer** Huebsch YDGE7RGS113CW01 /YDEE7RGS173CW01	$725.00	$670.00	
03	500-15	EA	**120 lb. Capacity Dryer** Huebsch HT120	$8,000.00	$10,000.00	
04	500-15	EA	**120 lb. Capacity Dryer** ADC AD-120i	$8,500.00		
Southern Region is not served by this contract						

STATE OF MICHIGAN
DEPARTMENT OF CORRECTIONS
FISCAL MANAGEMENT
P.O. BOX 30003
LANSING, MICHIGAN 48909

CHANGE NOTICE NO. 5
to
CONTRACT NO. 472B3200122
between
THE DEPARTMENT OF CORRECTIONS
and

NAME AND ADDRESS OF CONTRACTOR:	CONTRACTOR TELEPHONE:
Herb Fitzgerald Co., Inc. 13160 W. Glendale Ave. Butler, WI 53007-0465	262-783-5808
	CONTRACTOR FAX: 262-783-5553
	STATE CONTACT: Ethan Todd ToddE1@michigan.gov

DESCRIPTION OF CONTRACT:		
Washer-Extractors and Dryers		
CONTRACT PERIOD:	FROM: July 1, 2013	TO: June 30, 2016
TERMS: Net		

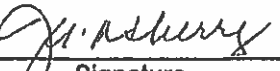
MISCELLANEOUS INFORMATION:

Effective immediately, an option year has been utilized for a new end date of 06/30/2016.

Increase Contract Value by $15,000.00 for a new Contract maximum of $264,000.00.

All other terms and conditions of the original Contract remain the same.

Current Authorized Spend Limit: $ 264,000.00

FOR THE CONTRACTOR:	FOR THE STATE:
Herb Fitzgerald Co., Inc. Firm Name	 Signature
 Authorized Agent Signature	Jeri Ann Sherry Name
JOHN JANZ Authorized Agent (Print or Type)	Deputy Director Title
6/19/15 Date	5/12/15 Date

STATE OF MICHIGAN
DEPARTMENT OF CORRECTIONS
FISCAL MANAGEMENT
P.O. BOX 30003
LANSING, MICHIGAN 48909

CHANGE NOTICE NO. 4
to
CONTRACT NO. 472B3200122
between
THE DEPARTMENT OF CORRECTIONS
and

NAME AND ADDRESS OF CONTRACTOR:	CONTRACTOR TELEPHONE:
Herb Fitzgerald Co., Inc. 13150 W. Glendale Ave. Butler, WI 53007-0465	262-783-5808
	CONTRACTOR FAX: 262-783-5553
	STATE CONTACT: Ethan Todd ToddE1@michigan.gov

DESCRIPTION OF CONTRACT: Washer-Extractors and Dryers

CONTRACT PERIOD: FROM:	TO:
July 1, 2013	June 30, 2015

TERMS:	
Net	

MISCELLANEOUS INFORMATION:

Effective immediately, the following dryer price changes and replacement changes are made to the Contract.

Huebsch Light Duty 7.0 cu ft. Commercial Dryer, Gas, Part No. YDGE7RGS113CW01, replaces Huebsch Light Duty 7.0 cu ft. Commercial Dryer, Gas, Part No. LGZ27, Price - $725.00 ea.

Huebsch Light Duty 7.0 cu ft. Commercial Dryer, Electric, Part No. YDEE7RGS173CW01, replaces Huebsch Light Duty 7.0 cu ft. Commercial Dryer, Electric, Part No. LEZ27, Price - $670.00 ea.

All other terms and conditions of the original contract remain the same.

Current Authorized Spend Limit: $249,000.00

FOR THE CONTRACTOR:

Herb Fitzgerald Co., Inc.
Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

3/24/15
Date

FOR THE STATE:

Signature

Jeri Ann Sherry
Name

Deputy Director
Title

3/23/15
Date

1216.

STATE OF MICHIGAN
DEPARTMENT OF CORRECTIONS
FISCAL MANAGEMENT
P.O. BOX 30003
LANSING, MICHIGAN 48909

CHANGE NOTICE NO. 3
to
CONTRACT NO. 472B3200122
between
THE DEPARTMENT OF CORRECTIONS
and

NAME AND ADDRESS OF CONTRACTOR:	CONTRACTOR TELEPHONE:
Herb Fitzgerald Co., Inc. 13150 W. Glendale Ave. Butler, WI 53007-0465	262-783-5808
	CONTRACTOR FAX: 262-783-5553
	STATE CONTACT: Ethan Todd ToddE1@michigan.gov

DESCRIPTION OF CONTRACT:		
Washer-Extractors and Dryers		
CONTRACT PERIOD:	FROM: July 1, 2013	TO: June 30, 2015
TERMS: Net		

MISCELLANEOUS INFORMATION:

Effective immediately, the following dryers are added to the Contract to be purchased. These dryers include a built-in fire suppression.

ADC, Dryer, Gas; Part No. AD-120i, Price-$8,500.00 ea.

All other terms and conditions of the original contract remain the same

Current Authorized Spend Limit: $249,000.00

FOR THE CONTRACTOR:

Herb Fitzgerald Co., Inc.
Firm Name

Authorized Agent Signature

John Janz
Authorized Agent (Print or Type)

8/18/14
Date

FOR THE STATE:

Signature

Jeri Ann Sherry
Name

Deputy Director
Title

8/18/14
Date

STATE OF MICHIGAN
DEPARTMENT OF CORRECTIONS
FISCAL MANAGEMENT
P.O. BOX 30003
LANSING, MICHIGAN 48909

CHANGE NOTICE NO. 2
to
CONTRACT NO. 472B3200122
between
THE DEPARTMENT OF CORRECTIONS
and

NAME AND ADDRESS OF CONTRACTOR:	CONTRACTOR TELEPHONE:
Herb Fitzgerald Co., Inc. **13150 W. Glendale Ave.** **Butler, WI 53007-0465**	**262-783-5808**
	CONTRACTOR FAX: **262-783-5553**
	STATE CONTACT: **Renard Marshall**

DESCRIPTION OF CONTRACT:		
Washer-Extractors and Dryers		
CONTRACT PERIOD:	FROM:	TO:
	July 1, 2013	**June 30, 2015**
TERMS:		
Net		

MISCELLANEOUS INFORMATION:

Effective immediately, the Contract maximum is increased by $149,000.00 and one option-year (3rd) is added to the contract.

All other terms and conditions of the original contract remain the same.

Current Authorized Spend Limit: $249,000.00

FOR THE CONTRACTOR:

Herb Fitzgerald Co., Inc.
Firm Name

Authorized Agent Signature

JOHN F. SANZ
Authorized Agent (Print or Type)

3/17/14
Date

FOR THE STATE:

Signature

Jeri Ann Sherry
Name

Deputy Director
Title

3-10-14
Date

STATE OF MICHIGAN
DEPARTMENT OF CORRECTIONS
FISCAL MANAGEMENT
P.O. BOX 30003
LANSING, MICHIGAN 48909

CHANGE NOTICE NO. 1
to
CONTRACT NO. 472B3200120
between
THE DEPARTMENT OF CORRECTIONS
and

NAME AND ADDRESS OF CONTRACTOR:	CONTRACTOR TELEPHONE:
Herb Fitzgerald Co., Inc. **13150 W. Glendale Ave.** **P.O. Box 465** **Butler, WI 53007-0465**	**262-783-5808**
	CONTRACTOR FAX: **262-783-5553**
	STATE CONTACT: **Renard Marshall**

DESCRIPTION OF CONTRACT:		
Washer-Extractors and Dryers		
CONTRACT PERIOD:	FROM: **July 1, 2013**	TO: **June 30, 2015**
TERMS: **Net**		

MISCELLANEOUS INFORMATION:

Effective immediately, the following washer-extractors and dryers are added to the Contract to be purchased. These washers include the prison package. These dryers include a built-in fire suppression.

Milnor 100 lb. Washer-Extractor, 208/240/480V, Part No. 36026V7Z, Price - $19,800.00 ea.
Milnor 100 lb. Washer-Extractor, 208/240/480V, Part No. 36026V5Z, Price - $17,000.00 ea.
Milnor 100 lb. Washer-Extractor, 600V, Part No. 36026V7Z, Price - $20,800.00 ea.
Milnor 100 lb. Washer-Extractor, 600V, Part No. 36026V5Z, Price - $18,000.00 ea.
Huebsch 120 lb. Dryer, Gas, Part No. HT120, Price - $7,350.00 ea.
Huebsch 120 lb. Dryer, Electric, Part No. HT120, Price - $8,575.00 ea.

All other terms and conditions of the original contract remain the same.

Current Authorized Spend Limit: $100,000.00

FOR THE CONTRACTOR:

Herb Fitzgerald Co., Inc.
Firm Name

Authorized Agent Signature

JOHN JANZ
Authorized Agent (Print or Type)

1/31/14
Date

FOR THE STATE:

Signature

Jeri Ann Sherry
Name

Deputy Director
Title

2/1/14
Date

STATE OF MICHIGAN
DEPARTMENT OF CORRECTIONS
FISCAL MANAGEMENT
P.O. BOX 30003
LANSING, MICHIGAN 48909

CONTRACT NO. 472B3200122
between
THE DEPARTMENT OF CORRECTIONS
and

NAME AND ADDRESS OF CONTRACTOR:	CONTRACTOR TELEPHONE:
Herb Fitzgerald Co Inc **13150 W. Glendale Ave.** **P.O. Box 465** **Butler, WI 53007-0465**	**262-783-5808** CONTRACTOR FAX: **262-783-5553** STATE CONTACT: **Renard Marshall**
DESCRIPTION OF CONTRACT: **Washer-Extractors and Dryers**	
CONTRACT PERIOD: FROM: **July 1, 2013**	TO: **June 30, 2015**
TERMS: **Net**	
MISCELLANEOUS INFORMATION: **In the event of any conflicts between the specifications, terms and conditions indicated by the State-MDOC and those indicated by the Contractor, those of the State-MDOC take precedence.** **Current Authorized Spend Limit: $100,000.00**	

FOR THE CONTRACTOR:

HERB FITZGERALD COMPANY
Firm Name

Authorized Agent Signature

JOHN F. JANZ
Authorized Agent (Print or Type)

7/11/13
Date

FOR THE STATE:

Signature
Jeri Ann Sherry
Name
Deputy Director
Title

7/8/13
Date

STATE OF MICHIGAN
Department of Corrections
Procurement

Contract No. 472B3200122

Herb Fitzgerald Company

Washer - Extractors / Dryers

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(Left Blank Intentionally) Attachment A: Pricing Sheet 43

Attachment A: Pricing Sheet 44

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Definitions

This section provides definitions for terms used throughout this document.

Business Day - whether capitalized or not, means any day other than a Saturday, Sunday, State employee temporary layoff day, or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am through 5:00pm Eastern Time unless otherwise stated.

Buyer – the MDOC-Procurement employee identified on the cover page of this CONTRACT.

Chronic Failure - as defined in applicable Service Level Agreements.

Contract – based on this CONTRACT, an agreement that has been approved and executed by the awarded Contractor, the State-MDOC.

Contract – the awarded Contractor after the Effective Date.

Days - Business Days unless otherwise specified.

Deleted, Not Applicable - the section is not applicable or included in this CONTRACT. This is used as a placeholder to maintain consistent numbering.

Deliverable(s) - physical goods or commodities as required or identified in a Statement of Work.

Eastern Time – either Eastern Standard Time or Eastern Daylight Time, whichever is prevailing in Lansing, Michigan.

Effective Date - the date that a binding contract is executed by the final party.

Final Acceptance - has the meaning provided in Section 2.8.7, Final Acceptance, unless otherwise stated in Article 1.

Key Personnel - any personnel designated as Key Personnel in Sections 1.3.3, Staff, Duties, and Responsibilities, and 2.4.2, Contract Key Personnel, subject to the restrictions of Section 2.4.2.

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

Purchase Order - a written document issued by the State that requests full or partial performance of the Contract.

State - the State of Michigan.

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

Stop Work Order - a notice requiring the Contract to fully or partially stop work in accordance with the terms of the notice.

SubContract - a company or person that the Contract delegates performance of a portion of the Deliverable(s) to, but does not include independent Contracts engaged by the Contract solely in a staff augmentation role.

Unauthorized Removal - the Contract's removal of Key Personnel without the prior written consent of the State.

Article 1 – Statement of Work

1.1 Project Identification

1.1.1 Project Request

This contract is to supply Washers, Extractors and/or Dryers to State of Michigan - MDOC Correctional Facilities, on a statewide basis.

1.1.2 Background

Washers, Extractors and Dryers are used by the State on a daily basis for laundry services in our correctional facilities.

1.2 Scope of Work and Deliverable(s)

1.2.1 In Scope – [Deleted, Not Applicable]

1.2.2 Deliverable(s)

Contractor must provide the following Deliverable(s):

Definite Specifications – All commodities to be furnished hereunder shall conform to the specifications below:

1. The Washers/Extractors must meet the following minimum requirements:

60 lb. Washer/Extractor

- 3 speeds (1 wash, 1 distribution, 1 extract)
- E-P One Touch® controller
- Single-motor inverter drive
- Tall, lifting ribs
- Tapered roller bearings
- High M.A.F. (Mechanical Action Factor)
- Large cylinder perforations
- Fresh-water flushing chemical manifold
- Auto tension V-belt drive
- Six (6) liquid chemical injection ports
- Control reads in English/second language
- 5-year limited warranty on frame, cylinder & shell
- Prison Package

Ref: Milnor 30022 T5E

40 lb. Washer/Extractor

- 3 speeds (1 wash, 1 distribution, 1 extract)
- E-P One Touch® controller
- Single-motor inverter drive
- Tall, lifting ribs
- Tapered roller bearings
- High M.A.F. (Mechanical Action Factor)
- Large cylinder perforations
- Fresh-water flushing chemical manifold
- Auto tension V-belt drive
- Six (6) liquid chemical injection ports
- Control reads in English/second language
- Must meet attached Electrical/Gas Services Specifications
- 5-year limited warranty on frame, cylinder & shell
- Prison Package

Ref: Milnor 30015 T5E

Light Duty 40 lb. Commercial Washer

- Operation - Manual Control
- 40 lb. Capacity
- Spin Speed - RPM High Speed 710 / Low Speed 473
- Water Temperatures - Hot, Warm and Cold
- Cycles Normal, Permanent Press or Delicate
- Cycle Time 16-31 minutes plus fill time
- Water Pressure psi (bar) - Pressure fill 20 to 120 (1.4/8.3)
- Cycle Cue Lights
- Motor: 2-speed, 1/2 HP reversing for 1725 or 1140 RPM
- Electrical Specifications 120/60/1-15 amp 120/60/1-15 amp
- Agency Approvals: UL, CULUS
- Color: White

Ref: Unimac UCN040GNF

Light Duty 30 lb. Commercial Washer

- Operation - Manual Control
- 30 lb. Capacity
- Spin Speed - RPM High Speed 710 / Low Speed 473
- Water Temperatures - Hot, Warm and Cold
- Cycles Normal, Permanent Press or Delicate
- Cycle Time 16-31 minutes plus fill time
- Water Pressure psi (bar) - Pressure fill 20 to 120 (1.4/8.3)
- Cycle Cue Lights
- Motor: 2-speed, 1/2 HP reversing for 1725 or 1140 RPM
- Electrical Specifications 120/60/1-15 amp 120/60/1-15 amp
- Agency Approvals: UL, CULUS
- Color: White

Ref: Unimac UCN040GNF

2. The Dryers must meet the following minimum requirements:

75-lb. Capacity Dryer

- 22.40 cu. ft basket volume
- 204,000 Btu/hr heat input, 1,200 cfm airflow
- Radial Airflow
- Steel door with gasket-less glass
- 10" diameter vent connection
- Extra wide 44 1/2" diameter drum (for better air circulation and drying)
- Large door (31 3/8")
- Must fit through a standard 36" door
- Must meet attached Electrical/Gas Services Specifications
- Must be available in gas or electric heat
- F.S.S. (Fire Suppression System)

Ref: Milnor M78E

7.0 cu ft. Light Capacity Commercial Dryer

- Cylinder Volume - 7.0 (198) cu. ft. (liters)
- Maximum width 30"
- 45 minutes Cycle Time
- Motor HP 1/3 HP, 5.5 amps
- Cycle/Temperature Regular/Perm Press/Delicate/No Heat
- Must meet attached Electrical/Gas Services Specifications
- Motor - RPM 60 Hz: 1725
- Btu per Hour 22,500 (5670 kcal)
- Heating Element 5350W, 240V, 4750W, 208V
- Must be available in natural gas
- Electric: UL
- Gas: CSA Star
- Activation Push-to-Start
- Color: White

Ref: Speed Queen LES37/LGS37

3. This CONTRACT will provide equipment for the Northern Regions.

4. The Contract must include products that can meet the specifications in Attachment B.

1.2.4 Ordering

The State agencies will issue a Purchase Order for required items. The Contractor is not authorized to ship any items without receipt of a Purchase Order.

1.3 Management and Staffing

1.3.1 Project Management – Deleted, Not Applicable

1.3.2 Reports

Contractor shall provide various reports, when requested by the State. The Contractor shall electronically submit the following reports when requested:

a. Itemized report of all items purchased by each MDOC facility for the previous year. The report shall include item descriptions, item numbers, pack (unit of measure), quantity purchased and total cost.
b. Report of all MDOC facilities making purchases. Report shall include agency name, account number, date of last purchase, and total dollars of equipment purchased.

1.3.4 Meetings

The State may request to meet with Contractor as necessary.

1.3.5 Place of Performance

The Contractor must list the location of all locations that will be involved in performing the Contract including the city and state of any call center:

Full address of place of performance	**Owner/operator of facility to be used**	**Percent (%) of Contract value to be performed at listed location**
13150 W. Glendale Ave. P.O. Box 465 Butler, WI 53007-0465	Herb Fitzgerald Company	50%
2153 State Rd 29 Denmark, WI 54208	Herb Fitzgerald Company (Dale Fidler). This is the deployment location of service technicians serving Upper Michigan. Service trucks are fully stocked with common parts for immediate service.	50%

1.3.6 Reserved

1.3.7 Binding Commitments

All contracts and commitments will be the responsibility of Jim Fitzgerald or John Janz, Herb Fitzgerald Company..

1.3.8 Training

The Contractor shall provide training, 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.

1.3.9 Security

The Contractor may be required to make frequent deliveries to State facilities. The Contractor must explain how it intends to ensure the security and safety of these facilities/prisons, including, but not limited to, performance of background checks on its personnel. The Contractor must explain how background checks are performed, what the background check consists of, the name of the company that performs the background checks, whether the Contractor uses uniforms and ID badges, etc. If background checks are performed, the Contractor must provide a document stating that its personnel have satisfactorily completed a background check and are suitable for State work.

The State may decide to perform an additional background check under Section 2.4.9, Background Checks. If so, the Contractor must provide a list of all personnel, including name and date of birth, who will be assigned to State work.

1.4 Delivery and Acceptance

1.4.1 Time Frames

The industry standard delivery time for equipment is 4-6 weeks after order. **The Contractor shall have a quick delivery program for an additional fee.**

1.4.2 Minimum Order

There will be no minimum order size.

1.4.3 Packaging

Each order delivered shall be individually packaged and will indicate the ordering agency's name, address, and order number. Each order will utilize the box size that is the most appropriate for the quantity of items being shipped. Each package will contain a packing slip. This packing slip shall contain the following information:

- Agency name and address; name and telephone number or the person to whom the order is being delivered;
- the state's order number;
- stock number and brief description of each item;
- unit of issue and quantity issued of each item;
- unit price and extended price for each item;
- date order was received by Contract;
- shipping code to identify shipping condition (item temporarily out of stock/will ship late, discontinued item, or item temporarily out of stock/please reorder); and
- total price of the order.

Packaging and shipping containers, etc., shall be in accordance with Contract'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.

1.4.4 Palletizing

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

- Manufacturer's standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6", including pallet.
- Maximum weight: 3000 pounds, including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

1.4.5 Delivery Term

a. Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders to the State. Other F.O.B. terms will not be accepted and shall be considered a material breach of the Contract.

b. Each facility may have specific needs or concerns regarding the method of delivery, size of delivery vehicle and security. The Contractor must be flexible in order to satisfy these special requirements. Some agencies may establish regular delivery schedules. These may be biweekly, twice per month or monthly depending on the needs of the agency. Some agencies require their supplies to be packaged (shrink wrapped) by purchase order and some require individual deliveries to be made to different locations. The **agency must contact the Contractor for these special requests, as needed.**

c. There shall be no additional charge for deliveries unless the delivery is an Emergency or Quick Ship Delivery.

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

1.4.6 Acceptance Process

The acceptance process is defined in Section 2.8.4, Acceptance of Deliverable(s).

1.4.7 Criteria

The State will use the following criteria to determine acceptance of Deliverable(s):

- Accuracy of orders delivered – over/under
- Percentage of on-time deliveries
- Timely response for correction of orders shipped in error (3 business days)

1.5 Proposal Pricing

1.5.1 Pricing

Contractor shall provide fixed pricing for the items included on this CONTRACT. The State must be notified of any item that is discontinued during the term of the Contract and the item that replaces the discontinued item shall be added to the Contract at the fixed or lower price.

Price changes may only take place only at contract anniversary dates.

The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of appropriated funds for this purpose.

1.5.2 Quick Payment Terms

The Contractor will include a quick payment discount of __1__% off an invoice if paid within 15 Days from the State's receipt of the invoice or delivery of the Deliverable(s), whichever is later.

1.5.3 Price Term

Prices are firm with prospective renegotiation at an agreed upon time. The criteria for a re-determination of pricing are under Section 2.3.5, Price Changes.

1.5.4 Tax Excluded from Price

(a) Sales Tax: The State is exempt from sales tax for direct purchases. The Contractor's prices must not include sales tax. MDOC-Procurement will furnish exemption certificates for sales tax upon request.

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

1.5.5 Invoices

Invoices must at a minimum, include the following as noted below. Contract may only bill for items delivered and accepted. Invoices should clearly indicate backordered items and estimated ship date.

(a) Date
(b) PO #
(c) Quantity
(d) Deliverable
(e) Unit Price
(f) Shipping Cost (if any)
(g) Total Price

1.6 Commodity Requirements

1.6.1 Customer Service

The Contractor must be able to receive orders by any of the following methods: electronically, phone, facsimile transmission, online ordering or by written order. If not, the Contractor must explain its ordering capabilities. The Contractor must have internal controls, approved by MDOC-Procurement, to: (a) ensure that only authorized individuals place orders; and (b) verify any orders (that appear to be normal or abnormal).

The Contractor must have: (a) one or more knowledgeable individual(s) specifically assigned to State of Michigan accounts that will respond to State agency inquiries promptly; and (b) a statewide toll-free number for customer service calls. If not, the Contractor must explain how it intends to provide customer service.

1.6.2 Transition

Communication between the State and the Contractor can be handled by phone, email or in person. How will user accounts be initially set up? How will user accounts be managed with respect to additions, deletions and modifications during the life of the Contract?

1.6.3 Quality Assurance Program

The Contractor ensure all equipment included in the proposal will have been tested for proper operation prior to shipping to the State.

1.6.4 Warranty for Deliverable(s)

The laundry equipment listed in Attachment A is backed by a 12 month labor warranty, and a 3 year limited parts warranty. The UniMac brand commercial washers also feature a 5 year limited warranty on the basket, shaft, frame, seals and bearings. Warranty service calls will be called in on the Contractor's '800' number and a service technician will be dispatched within 48 hours.

1.6.6 Energy Efficiency

The Contractor will provide energy-efficient products, including "Energy Star" certified products, when available.

1.6.7 Environmental Requirements

The State prefers to purchase products that impact the environment less than competing products. Environmental components that may be considered as part of the Deliverables include: recycled content, recyclability, and the presence of undesirable materials in the products, especially persistent, bioaccumulative, and toxic chemicals. The Contractor must explain if it intends to provide such products, including any relevant third-party certification (such as Green Seal, etc.).

1.6.8 Recycled Content and Recyclability

(a) **Deliverable(s).** Without compromising performance or quality, the State prefers Deliverable(s) containing higher percentages of recycled materials. The Contractor must notify the State of an estimate of the percentage of recycled materials, if any, contained in each Deliverable:

_____ % (total estimated percentage of recovered material)

_____ % (estimated percentage of post-consumer material)

_____ % (estimated percentage of post-industrial waste)

(b) **Packaging.** The State prefers packaging materials that:

(i) are made from recycled content that meets or exceeds all federal and state recycled

content guidelines (currently 35% post-consumer for all corrugated cardboard);
(ii) minimize or eliminate the use of polystyrene and other difficult to recycle materials;
(iii) minimize or eliminate the use of packaging and containers or, in the alternative, minimize or eliminate the use of non-recyclable packaging and containers;
(iv) provide for a return program where packaging can be returned to a specific location for recycling; and
(v) contain materials that are easily recyclable in Michigan.

The Contractor must notify the State if it intends to offer packaging materials that meet one or more of these criteria.

1.6.9 Materials Identification and Tracking

(a) **Hazardous Chemical Identification.** The Contractor must list and notify the State of any hazardous chemical, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number. Material Safety Data Sheets must be submitted in accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001 *et seq.*, as amended. This list must be updated whenever any other chemical to be delivered is hazardous.

(b) **Mercury Content.** Under MCL 18.1261d, the Contractor must offer mercury-free products whenever possible. The Contractor must explain if it intends to provide products containing mercury and whether cost competitive alternatives exist. If cost competitive alternatives do not exist, the Contractor must disclose the amount or concentration of mercury and justification as to why this particular product is essential. All products containing mercury must be labeled as containing mercury.

(c) **Brominated Flame Retardants.** The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.

(d) **Environmental Permits and Requirements.** The Contractor must disclose whether any of its facilities are in violation of any environmental laws. The Contractor must immediately notify MDOC-Procurement of the receipt of any EPA, State, or local agency communication indicating that any of the Contractor's facilities are in violation of environmental laws.

Article 2 – Terms and Conditions

2.1 Contract Term

2.1.1 Contract Term

The Contract term begins July 1, 2013 and expires June 30, 2015. All outstanding Purchase Orders will expire upon the termination of the Contract for any of the reasons listed in Section 2.16, Termination by the State, unless otherwise agreed to in writing by MDOC-Procurement. Absent an early termination, Purchase Orders issued, but not filled, by the end of the Contract's term will remain active/open until filled or until terminated by the State.

2.1.2 Options to Renew

This Contract may be renewed for up to two (2) additional one (1) year period(s). Renewal must be by mutual written agreement of the parties, not less than 30 days before expiration of the Contract.

2.2 Payments and Taxes

2.2.1 Fixed Prices for Deliverable(s)

Prices are fixed for all Deliverable(s).

2.2.2 Payment Deadlines

Undisputed invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 *et seq.*, within 45 days after receipt.

2.2.5 Final Payment and Waivers

The Contract's acceptance of final payment by the State constitutes a waiver of all claims by the Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed. For other claims, final payment by the State will not constitute a waiver by either party of any rights as to the other party's continuing obligations, nor will it constitute a waiver of any claims under this Contract, including claims for Deliverable(s) not reasonably known to be defective or substandard.

2.2.6 Electronic Payment Requirement

As required by MCL 18.1283a, the Contract must electronically register with the State at http://www.michigan.gov/cpexpress to receive electronic fund transfer (EFT) payments.

2.2.7 Employment Taxes

The Contract must collect and pay all applicable federal, state, and local employment taxes.

2.2.8 Sales and Use Taxes

The Contract must register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. If the Contract lacks sufficient presence in Michigan to be required to register and pay taxes, it must do so on a voluntary basis. The requirement to register and remit sales and use taxes extends to (a) all members of a "controlled group of corporations" as defined in § 1563(a) of the Internal Revenue Code, 26 USC 1563(a), and applicable regulations; and (b) all organizations under common control that make sales at retail for delivery into the State. Any United States Department of Treasury regulation that references "two or more trades or businesses under common control" includes organizations such as sole proprietorships, partnerships (as defined in § 7701(a)(2) of the Internal Revenue Code, 26 USC 7701(a)(2)), trusts, estates, corporations, or limited liability companies.

2.3 Contract Administration

2.3.1 Issuing Office

This Contract will be issued by MDOC-Procurement on behalf of the Michigan MDOC facilities (State). **MDOC-Procurement is the only entity authorized to modify the terms and conditions of this Contract, including the prices and specifications.** The Contract Administrator within MDOC-Procurement for this Contract is:

Renard Marshall, Buyer
Procurement
Department of Corrections
206 E. Michigan Ave.
Lansing, MI 48909
E-mail: MarshallR1@michigan.gov
Phone: (517) 241-2192

2.3.2 Contract Compliance Inspector

Monitoring of this Contract implies **no authority to modify the terms and conditions of this Contract, including the prices and specifications.**

The Contract Compliance Inspector is:

Renard Marshall, Buyer
Procurement
Department of Corrections
206 E. Michigan Ave.
Lansing, MI 48909
E-mail: MarshallR1@michigan.gov
Phone: (517) 241-2192

2.3.3 Project Manager – Deleted – Not Applicable

2.3.4 Contract Changes

(a) If the State requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under the Contractor, the Contractor must notify the State in writing before performing the requested activities. If the Contractor fails to notify the State, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of the Contractor and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contractor.

(b) The State or the Contractor may propose changes to the Contractor. If the Contractor or the State requests a change to the Deliverable(s) or if the State requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, MDOC-Procurement will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of the Contractor (Contractor Change Notice).

(c) No proposed change may be performed until MDOC-Procurement issues a duly executed Contractor Change Notice for the proposed change.

2.3.5 Price Changes

If allowed by Section 1.5.3, Price Term, the State and the Contractor will complete a pricing review (Review) every 365 days following the Effective Date, to allow for changes based on actual costs incurred. Requested changes may include increases or decreases in price and must be accompanied by

supporting information indicating market support of proposed modifications (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).

(a) The State may request a Review upon 30 days written notice that specifies what Deliverable is being reviewed. At the Review, each party may present supporting information including information created by, presented, or received from third parties.

(b) Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.

(c) In the event the Review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the Review reveals that changes may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties.

(d) If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then the State may elect to exercise the next one year option, if available.

(e) If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then the State may eliminate all remaining Contract renewal options.

(f) Any changes based on the Review must be implemented through the issuance of a Contract Change Notice.

2.3.6 Notices

All notices and other communications required or permitted under this Contract must be in writing and will be considered given when delivered personally, by fax (if provided) or by e-mail (if provided), or by registered mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to State:

Renard Marshall
Buyer
Procurement Section
Michigan Department of Corrections
206 E. Michigan Ave.
Lansing, MI 48909
E-mail: MarshallR1@michigan.gov
Fax: (517) 241-2192

If to Contract:

The Herb Fitzgerald Company
Attention: John Janz
13150 W. Glendale Ave.
P.O. Box 465
Butler, WI 53007
E-mail: john@herbfitzgerald.com
Fax: 262-790-5886

Delivery by a nationally recognized overnight express courier will be treated as personal delivery.

2.3.7 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless otherwise provided in this Contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under the Contract.

2.3.8 Assignments

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under the Contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. The State may, however, assign this Contract to any other State agency, department, or division without the prior approval of the Contractor.

(b) If the Contractor intends to assign this Contract or any of the Contract's rights or duties under the Contract, the Contractor must notify the State and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. The State may withhold approval from proposed assignments, subcontracts, or notations if the State determines, in its sole discretion, that the transfer of responsibility would decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(c) If the State permits an assignment of the Contract's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

2.3.9 Equipment

The State will not provide equipment and resources unless specifically identified in the Statement(s) of Work or other Contract exhibits.

2.3.10 Facilities [Deleted, Not Applicable]

2.4 Contract Management

2.4.1 Contract Personnel Qualifications

All persons assigned by the Contractor to perform work must be employees of the Contractor or its majority-owned subsidiaries, or a State-approved Subcontract, and must be fully qualified to perform the work assigned to them. The Contractor must include this requirement in any subcontract.

2.4.2 Contract Key Personnel

(a) The Contractor must provide the Contract Compliance Inspector with the names of Key Personnel.

(b) The Contractor must dedicate Key Personnel to perform work for the duration of the Contract as provided in Section 1.3.3, Staff, Duties, and Responsibilities.

(c) Before assigning a new individual to any Key Personnel position, the Contractor must notify the State of the proposed assignment, introduce the individual to the appropriate State representatives, and provide the State with a resume and any other reasonably requested information. The State must approve or disapprove the assignment, reassignment, or replacement of any Key Personnel. The State may interview the individual before making its decision. If the State disapproves an individual, the State will provide a written explanation outlining the reasons for the rejection.

2.4.3 Removal or Reassignment of Personnel at the State's Request

The State may require the Contractor to remove or reassign personnel if the State has legitimate, good-faith reasons articulated in a notice to the Contractor. Replacement personnel must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected.

2.4.4 Contract Personnel Location- Deleted-Not Applicable

2.4.5 Contract Identification

The Contractor's employees must be clearly identifiable while on State property, and must clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.4.6 Cooperation with Third Parties

The Contractor and its Subcontracts must cooperate with the State and its agents and other Contractors. The Contractor must provide reasonable access to its personnel, systems, and facilities related to the Contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

2.4.7 Relationship of the Parties

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

2.4.8 Contract Return of State Equipment/Resources

Deleted..

2.4.9 Background Checks

The State may investigate the Contractor's personnel before granting access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine eligibility for working within State facilities and systems. The investigations will include a Michigan State Police background check (ICHAT) and may include a Criminal Justice Information Services (CJIS) fingerprint check. Proposed Contract personnel may be required to complete and submit an RI-8 Fingerprint Card for the CJIS fingerprint check.

2.4.10 Compliance With State Policies

All Contract personnel must comply with the State's security and acceptable use policies for State IT equipment and resources, available at http://www.michigan.gov/pcpolicy. Contract personnel must agree to the State's security and acceptable use policies before the State grants access to its IT equipment and resources. The Contractor must provide these policies to prospective personnel before requesting access from the State. Contract personnel must comply with all physical security procedures in State facilities.

2.5 Subcontracting by Contract

2.5.1 Contract Responsible

The Contractor is responsible for the completion of all Deliverable(s). The State will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any charges for Deliverable(s). The Contractor must make all payments to its Subcontracts or suppliers. Except as otherwise agreed in writing, the State is not obligated to make payments for the Deliverable(s) to any party other than the Contractor.

2.5.2 State Approval of SubContract

(a) The Contractor may not delegate any duties under this Contract to a Subcontract unless MDOC-Procurement gives prior approval to the delegation. Attached as **Exhibit A** is a list of the Subcontracts, if any, approved by the State as of the Effective Date. The State is entitled to receive copies of and review all subcontracts. The Contractor may delete or redact any proprietary information before providing it to the State.

(b) The State may require the Contractor to terminate and replace any Subcontract the State finds reasonably unacceptable. The required replacement of a Subcontract must be written and contain reasonable detail outlining the State's reasons. If the State exercises this right, and the Contractor cannot immediately replace the Subcontract, the State will agree to an equitable adjustment in the schedule or other terms that may be affected by the State's required replacement. If this requirement results in a delay, the delay will not be counted against any applicable Service Level Agreement (SLA).

2.5.3 Subcontract Requirements

Except where specifically approved by the State, Contractor must include the obligations in Sections 2.24.2, Media Releases, 2.4, Contract Management, 2.11, Confidentiality, 2.12, Records and Inspections, 2.13, Warrantics, 2.14, Insurance, and 2.23, Laws, in all of its agreements with Subcontracts.

2.5.4 Competitive Selection

Contract must select Subcontracts (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract.

2.6 Reserved

2.7 Performance

2.7.1 Time of Performance

(a) The Contractor must immediately notify the State upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(b) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must immediately notify the State and, to the extent practicable, continue to perform its obligations according to the Contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.7.2 Service Level Agreements-[Deleted- Not Applicable

2.7.3 Liquidated Damages – Deleted – Not Applicable

2.7.4 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party and any Subcontracts are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts standard in the industry to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the Deliverable(s) for more than 10 Days, and the State reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to the State, the State may: (a) procure the affected Deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the Contractor to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure or to payments for Deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontracts except to the extent that a Subcontractor experiences an Excusable Failure and the Contract cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

2.8 Acceptance of Deliverable(s)

2.8.1 Quality Assurance

By tendering any Deliverable to the State, the Contractor certifies to the State that (a) it has performed reasonable quality assurance activities; (b) it has performed any reasonable testing; and (c) it has corrected all material deficiencies discovered during the quality assurance activities and testing. To the extent that testing occurs at State Locations, the State is entitled to observe and otherwise participate in the testing.

2.8.2 Delivery Responsibilities

Unless otherwise specified by the State in Section 1.4.5, Delivery Term, the following are applicable to all deliveries:

(a) The Contractor is responsible for delivering the Deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Order.

(b) The Contractor must ship the Deliverable(s) "F.O.B. Destination, within Government Premises."

(c) The State will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

2.8.3 Process for Acceptance of Deliverable(s)

The State's review period for acceptance of the Deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify the State's review period, it is by default 30 Days for a Deliverable (State Review Period). The State will notify the Contractor by the end of the State Review Period that either:

(a) The Deliverable is accepted in the form delivered by the Contractor;

(b) The Deliverable is accepted, but noted deficiencies must be corrected; or

(c) The Deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the Deliverable.

If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Days resubmit the Deliverable(s) with an explanation that demonstrates all corrections have been made to the original Deliverable(s). The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed 30 Days, to accept the corrected Deliverable.

2.8.4 Acceptance of Deliverable(s)

(a) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of the Deliverable(s). The State Review Period will begin on the first Business Day following the State's receipt of the Deliverable(s).

(b) The State may inspect the Deliverable to confirm that all components have been delivered without material deficiencies. If the State determines that the Deliverable or one of its components has material deficiencies, the State may reject the Deliverable without performing any further inspection or testing.

(c) The State will only approve a Deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, in its discretion, conditionally approve a Deliverable that contains material deficiencies if the State elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for correcting all deficiencies in the Deliverable, within a reasonable time, that remain outstanding at the time of State approval at the Contractor's expense,.

(d) If, after three opportunities the Contractor is unable to correct all deficiencies, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor; (ii) keep the Contract in force and perform, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the Contractor price plus an additional amount equal to 10% of the State's cost to cure the deficiency; or (iii) fully or partially terminate the Contractor for default by giving notice to the Contractor. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(e) The State, at any time and in its reasonable discretion, may reject the Deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

2.8.5 Process for Approval of Written Deliverable(s) –Deleted- Not Applicable

2.8.6 Process for Approval of Services –Deleted- Not Applicable

2.8.7 Final Acceptance

Unless otherwise stated in the Statement of Work, "Final Acceptance" of a Deliverable occurs when that Deliverable has been accepted by the State following the applicable State Review Period.

2.9 Ownership - Deleted, Not Applicable

2.10 State Standards - Deleted, Not Applicable

2.11 Confidentiality

2.11.1 Confidential Information

As used in this Section, "Confidential Information" means all information of the parties, except information that is:

(a) Disclosable under the Michigan Freedom Of Information Act (FOIA);

(b) Now available or becomes available to the public without breach of this Contractor;

(c) Released in writing by the disclosing party;

(d) Obtained from a third party or parties having no obligation of confidentiality with respect to such information;

(e) Publicly disclosed pursuant to federal or state law; or

(f) Independently developed by the receiving party without reference to Confidential Information of the furnishing party.

2.11.2 Protection and Destruction of Confidential Information

(a) Each party must use the same care to prevent unauthorized disclosure of Confidential Information as it uses to prevent disclosure of its own information of a similar nature, but in no event less than a reasonable degree of care. Neither the Contractor nor the State will: (i) make any use of the Confidential Information of the other except as contemplated by this Contractor; (ii) acquire any interest or license in or assert any lien against the Confidential Information of the other; or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information.

(b) Each party will limit disclosure of the other party's Confidential Information to employees, agents, and Subcontractors who must have access to fulfill the purposes of this Contractor. Disclosure to, and use by, a Subcontractor is permissible where: (i) use of a Subcontractor is authorized under this Contractor; (ii) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility; and (iii) Contractor obligates the Subcontractor in a written contractor to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access to the State's Confidential Information may be required to execute a separate agreement to be bound by the confidentiality requirements of this Section.

(c) Upon termination of the Contractor, Contractor must promptly return the State's Confidential Information or certify to the State that Contractor has destroyed all of the State's Confidential Information.

2.11.3 Exclusions

The provisions of Section 2.11, Confidentiality, will not apply where the receiving party is required by law to disclose the other party's Confidential Information, provided that the receiving party: (i) promptly provides the furnishing party with notice of the legal request; and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.11.4 No Obligation to Disclose

Nothing contained in Section 2.11, Confidentiality, will be construed as obligating a party to disclose any particular Confidential Information to the other party.

2.11.5 Security Breach Notification

If Contractor breaches this Section, it must (i) promptly cure any deficiencies in Contractor's internal security controls; and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized access, use, or disclosure. Contractor must notify the State of any unauthorized use or disclosure of Confidential Information, whether suspected or actual, within 10 days of becoming aware of the use or disclosure or a shorter time period as is reasonable under the circumstances. The State may require Contractor to purchase credit monitoring services for any individuals affected by the breach.

2.12 Records and Inspections

2.12.1 Inspection of Work Performed

The State's authorized representatives, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contractor. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

2.12.2 Retention of Records

(a) The Contractor must retain all financial and accounting records related to this Contractor for a period of seven years after the Contractor performs any work under this Contractor (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.12.3 Examination of Records

The State, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contractor. The State does not have the right to review any information deemed

confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contractor.

2.12.4 Audit Resolution

If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

2.12.5 Errors

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contractor. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contractor, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

2.13 Warranties

2.13.1 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable of fulfilling and will fulfill all of its obligations under this Contract. The performance of all obligations under this Contractor must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this Contractor.

(b) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by the Contractor for this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any Deliverable(s). None of the Deliverable(s) provided by Contractor to the State, nor their use by the State, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.

(c) If the Contractor procures any equipment, software, or other Deliverable(s) for the State (including equipment, software, and other Deliverable(s) manufactured, re-marketed or otherwise sold by the Contractor or under the Contractor's name), then the Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable(s).

(d) The Contract signatory has the authority to enter into this Contract on behalf of the Contractor.

(e) It is qualified and registered to transact business in all locations where required.

(f) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to the State or otherwise create an appearance of impropriety with respect to the award or performance of this Contractor. The Contractor must notify the State about the nature of any conflict or appearance of impropriety within two days of learning about it.

(g) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of the State would be influenced. The Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(h) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contractor.

(i) The Contractor arrived at its proposed prices independently, without communication or agreement with any other Contractor for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this Contractor to any other Contractor before the award of the Contractor. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.

(j) All financial statements, reports, and other information furnished by the Contractor to the State in connection with the award of this Contractor fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.

(k) All written information furnished to the State by or for the Contractor in connection with the award of this Contractor is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.

(l) It will immediately notify MDOC-Procurement if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contractor is awarded.

2.13.2 Warranty of Merchantability

The Deliverable(s) provided by the Contractor must be merchantable.

2.13.3 Warranty of Fitness for a Particular Purpose

The Deliverable(s) provided by the Contractor must be fit for the purpose(s) identified in this Contractor.

2.13.4 Warranty of Title

The Contractor must convey good title to any Deliverable(s) provided to the State. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

2.13.5 Equipment Warranty

(a) The Contractor represents and warrants that the equipment/system(s) are in good operating condition and perform to the requirements contained in this Contractor at the time of Final Acceptance, and for a period of one year following Final Acceptance.

(b) To the extent the Contractor is responsible for maintaining equipment/system(s), the Contractor represents and warrants that it will maintain the equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contractor.

(c) The Contractor must provide a toll-free telephone number for the State to report equipment failures and problems.

(d) Within two Days of notification, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contractor. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

(e) The Contractor agrees that all warranty service it provides must be performed by Original Equipment Manufacturer (OEM) trained, certified, and authorized technicians.

(f) The Contractor is the sole point of contact for warranty service.

2.13.6 New Deliverable(s)

The Contractor must provide new Deliverable(s) where the Contractor knows or has the ability to select between new or like-new Unless specified in Article 1, Statement of Work, equipment that is assembled

from new or serviceable used parts that are like new in performance is acceptable only where the Contractor does not have knowledge or the ability to select one or the other.

2.13.7 Prohibited Products

Shipping of salvage, distressed, outdated, or discontinued goods to any State agency will be considered a material default by the Contractor. The brand and product number offered for all items will remain consistent for the term of the Contractor, unless MDOC-Procurement has approved a change order under Section 2.3.4, Contractor Changes.

2.13.8 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 2.13, Warranties, the breach may be considered a material default.

2.14 Insurance

2.14.1 Liability Insurance

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The following apply to all insurance requirements:

(i) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

(iv) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.

(b) The Contractor must:

(i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(ii) waive all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(iii) ensure that all insurance coverage provided relative to this Contractor is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.

(iv) obtain insurance, unless the State approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.

(v) maintain all required insurance coverage throughout the term of this Contractor and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contractor.
(vi) pay all deductibles.
(vii) pay for and provide the type and amount of insurance checked ☑ below:

☑ **(A) Commercial General Liability Insurance**

Minimal Limits:

$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; and
$1,000,000 Each Occurrence Limit.

Deductible maximum:

$50,000 Each Occurrence

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☐ **(B) Umbrella or Excess Liability Insurance**

Minimal Limits:

$10,000,000 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (A), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ **(C) Motor Vehicle Insurance**

Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

☐ **(D) Hired and Non-Owned Motor Vehicle Coverage**

Minimal Limits:

$1,000,000 Per Accident

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the vehicle liability certificate. The Contractor must also provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ **(E) Workers' Compensation Insurance**

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ **(F) Employers Liability Insurance**

Minimal Limits:

$100,000 Each Accident;
$100,000 Each Employee by Disease
$500,000 Aggregate Disease

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insured's on the insurance certificate issued to the Contractor.

2.14.2 Subcontractor Insurance Coverage

Except where the State has approved a subcontractor with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.14.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

2.14.3 Certificates of Insurance and Other Requirements

Before the Contractor is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers, and employees are listed as additional insured's under each commercial general liability and commercial automobile liability policy. The Contractor must provide MDOC-Procurement with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 2.14.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and MUST CONTAIN THE APPLICABLE CONTRACTOR OR PURCHASE ORDER NUMBER. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without 30 days prior notice, except for 10 days for nonpayment of premium, to the Director of MDOC-Procurement. The notice to the Director of MDOC-Procurement must include the applicable Contractor or Purchase Order number.

2.15 Indemnification

2.15.1 General Indemnification

The Contractor must indemnify, defend, and hold the State harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person,

firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contractor and that are attributable to the negligence or tortuous acts of the Contractor, any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.15.2 Code Indemnification –Deleted- Not Applicable

2.15.3 Employee Indemnification

In any claims against the State, its departments, agencies, commissions, officers, employees, and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation will not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts, or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.15.4 Patent/Copyright Infringement Indemnification

(a) The Contractor must indemnify and hold the State harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) resulting from any action threatened or brought against the State to the extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

(b) If, in the State's or the Contractor's opinion, any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State the right to continue using the equipment, software, commodity or service or, if this option is not reasonably available to the Contractor; (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if this 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) Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any infringement claim based upon: (i) equipment, software, commodity or service developed based on written specifications of the State; (ii) use of the equipment, software, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by the State; or (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contractor.

2.15.5 Continuing Obligation

The Contractor's duty to indemnify under Section 2.15, Indemnification, continues in full force and effect, notwithstanding the expiration or early cancellation of the Contractor, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.15.6 Indemnification Procedures

These procedures apply to all indemnity obligations:

(a) After the State receives notice of an action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify the Contractor of the claim and take, or assist the Contractor in taking, any reasonable action to avoid a default judgment against the Contractor. Failure to notify the Contractor does not relieve the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the notification failure. Within 10 days following receipt of notice from the State relating to any claim, the Contractor must notify the State

whether the Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying the Contractor of a claim and before the State receives the Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs, including attorney fees, incurred by the State in defending against the claim during that period.

(b) If the Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in handling the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate the Contractor's financial ability to carry out its defense and indemnity obligations under this Contractor; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain prior approval of the State before entering into any settlement of the claim or ceasing to defend against the claim; and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim. The State may retain control of the defense and settlement of a claim by notifying the Contractor within 10 days after the State's receipt of the Contractor's information requested by the State under clause (ii) of this paragraph, if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If the Contractor does not deliver a Notice of Election relating to any claim of which it is notified, the State may defend the claim in a manner it deems appropriate, at the cost and expense of the Contractor. If it is determined that the claim was one against which the Contractor was required to indemnify the State, upon request of the State, the Contractor must promptly reimburse the State for all reasonable costs and expenses.

2.15.7 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contractor calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this Contractor.

2.16 Termination by the State

2.16.1 Notice and Right to Cure

If the Contractor breaches the Contractor, and the State, in its sole discretion, determines that the breach is curable, the State will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. The State does not need to provide notice or an opportunity to cure for successive or repeated breaches or if the State determines, in its sole discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.16.2 Termination for Cause

(a) The State may fully or partially terminate this Contractor for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by the State.

(b) The Contractor must pay all reasonable costs incurred by the State in terminating this Contractor for cause, including administrative costs, attorneys' fees and court costs, and any additional

costs the State incurs to procure the Deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in this Contractor, provided the costs are not in excess of 50% more than the prices for the Deliverable(s).

(c) If the State partially terminates this Contractor for cause, any charges payable to the Contractor will be equitably adjusted to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date. Any services or related provisions of this Contractor that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contractor for cause and it is determined, for any reason, that the Contractor was not in breach of the Contractor, the termination will be deemed to have been a termination under Section 2.16.3, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

2.16.3 Termination for Convenience

The State may fully or partially terminate this Contractor for its convenience if the State determines that a termination is in the State's best interest. Reasons for the termination are within the sole discretion of the State and may include but are not limited to: (a) the State no longer needs the Deliverable(s) specified in this Contractor; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for the State; (c) unacceptable prices for Contractor changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any CONTRACT issued by the State. The State may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those Deliverable(s) that are terminated.

2.16.4 Termination for Non-Appropriation

(a) If this Contract extends for more than one fiscal year, continuation of this Contract is subject to the appropriation or availability of funds. If sufficient funds to enable the State to continue payment are not appropriated or otherwise made available, the State must fully or partially terminate this Contract at the end of the last period for which funds have been appropriated or otherwise made available The State must give the Contractor notice at least 30 days before the date of termination, unless the State receives notice of the non-appropriation or unavailability less than 30 days before the end of the last period for which funds have been appropriated or otherwise made available.

(b) If funding for this Contract is reduced by law, or funds to pay the Contractor for the Deliverable(s) are not appropriated or are otherwise unavailable, the State may, upon 30 days notice to the Contractor, change the Deliverable(s) in the manner and for the periods of time the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any Deliverable(s) not provided because of the reduction.

(c) If the State fully or partially terminates this Contract for non-appropriation, the State must pay the Contractor for all work-in-progress performed through the effective date of the termination to the extent funds are available.

2.16.5 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty if 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 related to a State, public, or private Contractor or subcontractor.

2.16.6 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for all work-in-

progress performed through the effective date of the termination. The Contractor may be fully or partially terminated and will be effective as of the date stated in the notice.

2.16.7 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must:

(i) stop all work as specified in the notice of termination;

(ii) take any action that may be necessary, or that the State may direct, to preserve and protect Deliverable(s) or other State property in the Contractor's possession;

(iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of the State;

(iv) transfer title in and deliver to the State, unless otherwise directed, all Deliverable(s) intended to be transferred to the State at the termination of the Contractor (which will be provided to the State on an "As-Is" basis except to the extent the State compensated the Contractor for warranty services related to the materials);

(v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontractors and outstanding orders for materials and supplies; and

(vi) take all appropriate action to secure and maintain State information confidentially in accordance with Section 2.11, Confidentiality.

(b) If the State terminates this Contract under Section 2.16.3, Termination for Convenience, the State must pay the Contractor all charges due for Deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by the State. All completed or partially completed Deliverable(s) prepared by the Contractor, at the option of the State, become the State's property, and the Contractor is entitled to receive equitable compensation for those Deliverable(s). Regardless of the basis for the termination, the State is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to Deliverable(s) not actually completed.

(c) If the State terminates this Contract for any reason, the State may assume, at its option, any subcontracts and agreements for Deliverable(s), and may pursue completion of the Deliverable(s) by replacement contractor or as the State deems expedient.

2.16.8 Reservation of Rights

In the event of any full or partial termination of this Contract, each party reserves all rights or remedies otherwise available to the party.

2.16.9 Contractor Transition Responsibilities

If this Contract terminates under Section 2.16, Termination by the State, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to the State or a third party designated by the State within a reasonable period of time that does not exceed 120 days from the date of termination. The Contractor must provide any required reports and documentation.

2.16.10 Transition Payments

If the transition responsibilities outlined in Section 2.16.9, Contractor Transition Responsibilities, arise based on a termination of this Contractor, reimbursement will be governed by the provisions of Section 2.16, Termination by the State. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e., costs incurred after the expiration within the time period in Section 2.16.9 that result from transition operations) at the Contract rates. The Contractor must prepare an accurate accounting from which the State and the Contractor may reconcile all outstanding accounts.

2.17 Termination by the Contractor

Deleted.

2.17.1 Termination

Deleted.

2.18 Stop Work

2.18.1 Stop Work Order

The State may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to 90 calendar days, and for any further period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, the State must either: (a) terminate the Stop Work Order; or (b) terminate the work covered by the Stop Work Order as provided in Section 2.16, Termination by the State.

2.18.2 Termination of Stop Work Order

The Contractor must resume work if the State terminates a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of the Contract; and (b) the Contractor asserts its right to an equitable adjustment within 20 days after the end of the Stop Work Order by submission of a request for adjustment to the State; provided that, the State may receive and act upon the Contractor's request submitted at any time before final payment. Any adjustment will conform to the requirements of Section 2.3.4, Contractor Changes.

2.18.3 Allowance of the Contractor's Costs

If the State fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience under Section 2.16, Termination by the State, and the State will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. The State is not liable to the Contractor for lost profits because of a Stop Work Order issued under Section 2.18, Stop Work.

2.19 Reserved

2.20 Dispute Resolution

2.20.1 General

(a) The Contractor must submit any claim related to this Contract to the State under Section 2.3.6, Notices, together with all supporting documentation for the claim.

(b) The representatives of the Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information related to the claim.

(c) During the course of negotiations, each party will honor all reasonable requests made by the other for non-privileged information reasonably related to the claim.

2.20.2 Informal Dispute Resolution

(a) If, after a reasonable time following submission of a claim under Section 2.20.1, General, the parties are unable to resolve the claim, the parties must meet with the Director of MDOC-Procurement, or his or her designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings.

(b) Within 60 calendar days of the meeting with the Director of MDOC-Procurement, or such other time as agreed to by the parties, the Director of MDOC-Procurement will issue a written recommendation regarding settlement of the claim. The Contractor must notify MDOC-Procurement within 21 days after the recommendation is issued whether the Contractor accepts or rejects the recommendation. Acceptance by the Contractor constitutes the final resolution of the claim addressed in

the recommendation, and the Contractor may not assert that claim in any future litigation or other proceeding between the parties.

(c) The recommendation of the Director of MDOC-Procurement is not admissible in any future litigation or other proceeding between the parties. The conduct and statements made during the course of negotiations or dispute resolution under Section 2.20, Dispute Resolution, are subject to Michigan Rules of Evidence, Rule 408 and are not admissible in any future litigation or other proceeding between the parties.

(d) This section will not be construed to prohibit either party from instituting formal proceedings to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.20.3, Injunctive Relief.

(e) MDOC-Procurement will not mediate disputes between the Contractor and any other entity, except State agencies, concerning responsibility for performance of work.

2.20.3 Injunctive Relief

A claim between the State and the Contractor is not subject to the provisions of Section 2.20.2, Informal Dispute Resolution, where a party makes a good faith determination that a breach of the Contract by the other party will result in damages so immediate, so large or severe, and so incapable of adequate redress that a temporary restraining order or other injunctive relief is the only adequate remedy.

2.20.4 Continued Performance

Each party will continue performing its obligations under the Contract while a claim is being resolved, except to the extent the claim precludes performance and without limiting either party's right to terminate the Contract as provided in Section 2.16, Termination by the State or Section 2.17, Termination by the Contractor. A claim involving payment does not preclude performance.

2.21 Disclosure Responsibilities

2.21.1 Disclosure of Litigation

(a) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

(i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;

(ii) A parole or probation Proceedings;

(iii) A Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and

(iv) A civil Proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.

(b) Information provided to the State from the Contractor's publicly filed documents will satisfy the requirements of this Section.

(c) If any Proceeding that is disclosed to the State or of which the State otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about: (i) the ability of the Contractor (or a Subcontractor) to continue to perform under this Contract; or (ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this Contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide the State all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this Contractor.

2.21.2 Other Disclosures

The Contractor must notify MDOC-Procurement within 30 days of:

(a) Becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or

(b) Any changes to company affiliations.

2.21.3 Call Center Disclosure - Deleted –Not Applicable

2.22 Extended Purchasing – Deleted, Not Applicable

2.22.1 MiDEAL Requirements– Deleted, Not Applicable

2.22.2 State Administrative Fee – Deleted, Not Applicable

2.22.3 State Employee Purchase Requirements- Deleted – Not Applicable

2.23 Laws

2.23.1 Governing Law

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

2.23.2 Compliance with Laws

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the Deliverable(s).

2.23.3 Jurisdiction

Any dispute arising from the Contractor must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or *forum non conveniens*. The Contractor must appoint agents in the State of Michigan to receive service of process.

2.23.4 Nondiscrimination

In the performance of the Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. The Contractor further agrees that every subcontractor entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., and any breach of this provision may be regarded as a material breach of the Contract.

2.23.5 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, *et seq*., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contractr, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any Contract if, after 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.

2.23.6 Environmental Provision

For the purposes of this section, "Hazardous Materials" include asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state, or local laws governing the protection of the public health, natural resources, or the environment:

(a) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. The State must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous Material that may present a substantial danger, the Contractor must: (i) immediately stop all affected work; (ii) notify the State in accordance with Section 2.3.6, Notices; (iii) notify any entities required by law; and (iv) take appropriate health and safety precautions.

(b) The State may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials. The State may remove the Hazardous Material, render it harmless, or terminate the affected work for the State's convenience.

(c) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to applicable laws.

2.23.7 Freedom of Information

This Contract and all information submitted to the State by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, *et seq*.

2.23.8 Workplace Safety and Discriminatory Harassment-Deleted- Not Applicable

2.23.9 Prevailing Wage – Deleted- Not Applicable

2.23.10 Abusive Labor Practices

The Contractor may not furnish any Deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

"Forced or indentured child labor" means all work or service (1) exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) performed by any person under the age of 18 under a contractor the enforcement of which can be accomplished by process or penalties.

2.24 General Provisions

2.24.1 Bankruptcy and Insolvency

The State may, without prejudice to any other right or remedy, fully or partially terminate this Contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method the State deems appropriate if:

(a) The Contractor files for bankruptcy protection;

(b) An involuntary petition is filed against the Contractor and not dismissed within 30 days;

(c) The Contractor becomes insolvent or a receiver is appointed due to the Contractor's insolvency;

(d) The Contractor makes a general assignment for the benefit of creditors; or

(e) The Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can provide the Deliverable(s) under this Contractor.

Contractor will place appropriate notices or labels on the work-in-progress to indicate ownership by the State. To the extent reasonably possible, work-in-progress must be stored separately from other stock and marked conspicuously with labels indicating State ownership.

2.24.2 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the CONTRACTOR and this Contract or the project to which it relates will not be made without prior approval by the State, and only in accordance with the instructions from the State.

2.24.3 Contractor Distribution

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

2.24.4 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses, and approvals for the delivery, installation, and performance of the Contractor.

2.24.5 Website Incorporation

The State is not bound by any content on the Contractor's website unless incorporated directly into this Contract.

2.24.6 Future Bidding Preclusion –Deleted- Not Applicable

2.24.7 Antitrust Assignment

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

2.24.8 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as mandated by federal disaster response requirements, Contractor personnel dedicated to providing Deliverable(s) under this Contract will provide the State with priority.

2.24.9 Legal Effect

The State is not liable for costs incurred by the Contractor or for payment(s) under this Contract until the Contractor is authorized to perform under Section 1.2.4, Ordering.

2.24.10 Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All attachments referenced in this Contract are incorporated in their entirety and form part of this Contract.

2.24.11 Order of Precedence

Any inconsistency in the terms associated with this Contract will be resolved by giving precedence to the terms in the following descending order:

(a) Mandatory sections (2.1.1, Contractor Term, 2.24.9, Legal Effect, 2.2.2, Payment Deadlines, 2.14, Insurance, 2.15, Indemnification, 2.16, Termination, 2.23, Governing Law, 2.15.7, Limitation of Liability);

(b) The most recent Statement of Work related to this Contract;

(c) All sections from Article 2 - Terms and Conditions, not listed in subsection (a);

(d) Any attachment or exhibit to the Contractor documents;

(e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under the Contractor; and

(f) Contractor responses contained in any of the CONTRACTOR documents.

2.24.12 Headings

The captions and section headings used in this Contract are for convenience only and may not be used to interpret the scope and intent of this Contract.

2.24.13 Form, Function and Utility

If this Contract is for statewide use, but the Deliverable(s) does not the meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the Deliverable(s) from another source.

2.24.14 Reformation and Severability

Each provision of the Contractor is severable from all other provisions of the Contractor. If any provision of this Contractor is held unenforceable, then the Contractor will be modified to reflect the parties' original intent. All remaining provisions of the Contractor remain in full force and effect.

2.24.15 Approval

Unless otherwise provided in this Contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

2.24.16 No Waiver of Default

Failure by a party to insist upon strict adherence to any term of the Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.24.17 Survival

The provisions of this Contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

2.24.18 PCI Data Security Standard

(a) Contractors that process, transmit or store credit/debit cardholder data, must adhere to the Payment Card Industry (PCI) Data Security Standards. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

(b) The Contractor must notify the CCI (within 72 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the Visa, MasterCard, Discover and state Acquirer representative(s), and/or a PCI approved third party to conduct a thorough security review. The Contractor must make the forensic report available within two weeks of completion. The review must validate compliance with the current PCI Data Security Standards for protecting cardholder data.

(c) The Contractor must properly dispose of cardholder data, in compliance with MDOC policy, when it is no longer needed. The Contractor must continue to treat cardholder data as confidential upon contractor termination.

(d) The Contractor must provide the CCI with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the Contractor is in compliance with the PCI Data Security Standards. The Contractor must notify the CCI of all failures to comply with the PCI Data Security Standard.

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Attachment A: Pricing Sheet

Herb Fitzgerald Company					
ITEM LISTING					
Northern Region					
			Washers	Price	
Item	Commodity Code	Unit	Description	208-240v	
01	500-90	EA	**60 lb. Washer/Extractor** Milnor 30022 T5E	$9,350.00	
02	500-90	EA	**40 lb. Washer/Extractor** Milnor 30015 T5E	$9,100.00	
03	500-90	EA	**Light Duty 40 lb. Commercial Washer** Huebsch HCN040GNF	$6,400.00	
04	500-90	EA	**Light Duty 30 lb. Commercial Washer** Huebsch HCN030GNF	$4,900.00	
			Dryers	**Gas**	**Electric**
01	500-15	EA	**75 lb. Capacity Dryer** Milnor M78G/M78E	$4,600.00	$5,200.00
02	500-15	EA	**Light Duty 7.0 cu ft. Commercial Dryer** Huebsch LGZ27/LEZ27	$625.00	$575.00
Southern Region is not served by this contract					

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Attachment B: Electrical Requirements

The elctrical service specifications for electric and gas are based on the needs of the individual facility. The bidder must have the avaulability of providing any of the specifications mentioned below.

Electrical Service Specifications					
Service Voltage	**Phase**	**Wire Service**	**Approx Amp Draw**		**Circuit Breaker**
			60 Hz	50 Hz	
24 kW Electric					
208	3ø	3	71	–	90
240	3ø	3	--	–	–
380	3ø	4	--	--	--
400	3ø	4	–	--	–
416	3ø	4	--	--	–
460	3ø	3	--	--	--
480	3ø	3	--	–	--
480	3ø	3	--	–	--
36 kW Electric					
208	3ø	3	105	--	150
220	3ø	3	99	--	125
230	3ø	3	--	--	--
240	3ø	3	92	--	125
380	3ø	4	--	58	75
400	3ø	4	--	--	--
416	3ø	4	–	53	70
460	3ø	3	48	--	60
480	3ø	3	48	--	60

Electrical Service Specifications					
Gas					
Service Voltage	**Phase**	**Wire Service**	**Approx Amp Draw**		**Circuit Breaker**
			60 Hz	50 Hz	
120	1ø	2	13	--	20
208	1ø	2	7.6	--	15
230	1ø	2	–	8	15
240	1ø	2	7	--	15
208	3ø	3	4.7	–	15
230	3ø	3	--	4.7	15
240	3ø	3	4.9	--	15
380	3ø	4	--	2.9	15
400	3ø	4	--	3.1	15
416	3ø	4	–	3.1	15
460	3ø	3	2.8	--	15
480	3ø	3	2.8	--	15

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Attachment C: Regional Correctional Facility Listing

Facility Name	Address	City, State, Zip	Phone
Northern Region:			
Ojibway Correctional Facility (OCF)	N 5705 Ojibway Road	Marenisco, MI 49947-9771	(906) 787-2217
Baraga Max. Correctional Facility (AMF)	13924 Wadaga Road	Baraga, MI 49908-9204	(906) 353-7070
Marquette Branch Prison (MBP)	1960 U.S. Hwy. 41 South	Marquette, MI 49855	(906) 226-6531
Alger Correctional Facility (LMF)	N6141 Industrial Park Drive	Munising, MI 49862	(906) 387-5000
Newberry Correctional Facility (NCF)	3001 Newberry Avenue	Newberry, MI 49868	(906) 293-6200
Chippewa Correctional Facility (URF)	4269 W. M-80	Kincheloe, MI 49784	(906) 495-2275
Kinross Correctional Facility (KCF)	16770 S. Watertower Drive	Kincheloe, MI 49788	(906) 495-2282
Pugsley Correctional Facility (MPF)	7401 East Walton Road	Kingsley, MI 49649	(231) 263-5253
Oaks Correctional Facility (ECF)	1500 Caberfae Highway	Manistee, MI 49660	(231) 723-8272
Earnest C. Brooks Correctional Facility (LRF)	2500 S. Sheridan Drive	Muskegon Heights, MI 49444	(231) 773-9200
West Shoreline Correctional Facility (MTF)	2500 S. Sheridan Drive	Muskegon Heights, MI 49444	(231) 773-9200
Southern Region:			
G. Robert Cotton Correctional Facility (JCF)	3500 N. Elm Road	Jackson, MI 49201	(517) 780-5000
Charles E. Egeler Reception Guidance Center (RGC)	3855 Cooper St.	Jackson , MI 49201-7547	(517) 780-5600
Parnall Correctional Facility (SMT)	1780 E. Parnall	Jackson, MI 49201	(517) 780-6004
Cooper Street Correctional Facility (JCS)	3100 Cooper St.	Jackson, MI 49201	(517) 780-6175
Special Alternative Incarceration Facility ()SAI)	18901 Waterloo Rd.	Chelsea, MI 48118	(734) 475-1368
Ryan Correctional Facility (RRF)	17600 Ryan Road	Detroit, MI 48212	(313) 368-3200
Women's Huron Valley Correctional Facility (WHV)	3201 Bemis Road	Ypsilanti, MI 48197-0911	(734) 572-9900
Woodland Center Correctional Facility (WCC)	9036 E. M-36	Whitmore Lake, MI 48189	(734) 449-3320
Lakeland Correctional Facility (LCF)	141 First St.	Coldwater, MI 49036	(517) 278-6942
Gus Harrison Correctional Facility (ARF)	2727 East Beecher St.	Adrian, MI 49221	(517) 265-3900
Carson City Correctional Facility (DRF)	10274 Boyer Road	Carson City, MI 48811-9746	(989) 584-3941
Central Michigan Correctional Facility (STF)	320 N. Hubbard	St. Louis, MI 48880	(989) 681-6668
St. Louis Correctional Facility (SLF)	8585 N. Croswell Road	St. Louis, MI 48880	(989) 681-6444
Saginaw Correctional Facility (SRF)	9625 Pierce Rd.	Freeland, MI 48623	(989) 695-9880
Richard A. Handlon Correctional Facility (MTU)	1728 Bluewater Highway	Ionia, MI 48846	(616) 527-3100
Ionia Maximum Correctional Facility (ICF)	1576 W. Bluewater Highway	Ionia, MI 48846	(616) 527-6331
Michigan Reformatory (RMI)	1342 W. Main	Ionia, MI 48846	(616) 527-2500
Bellamy Creek Correctional Facility (IBC)	1727 West Bluewater Highway	Ionia, MI 48846	(616) 527-2510
Thumb Correctional Facility (TCF)	3225 John Conley Drive	Lapeer, MI 48446	(810) 667-2045
Macomb Correctional Facility (MRF)	34625 26 Mile Rd.	New Haven, MI 48048	(586) 749-4900