

STATE OF MICHIGAN
 DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
 GRAND RAPIDS HOME FOR VETERANS
 PURCHASING AND CONTRACTS
 3000 MONROE AVE NE
 GRAND RAPIDS, MI 49505

NOTICE OF CONTRACT NO. 511B4300004
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Cintas Corporation 3149 Wilson Drive NW Grand Rapids, MI 49534	Joseph Storz	StorzJ@michigan.gov
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(616) 791-6300	Cell: (616) 560-9583

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	GRHV	Brian Stedman	(616) 364-5409	StedmanB@michigan.gov
BUYER:	GRHV	Kerri Bielski	(616) 364-5327	BielskiK@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
Uniform Rental Services for Maintenance Staff at Grand Rapids Home for Veterans			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3-Years	January 1, 2014	December 31, 2017	Two 1-year extension options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	Destination	Weekly	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$40,000.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #511B4300004. Orders for delivery will be issued directly by the Department of Military and Veterans Affairs through the issuance of a Purchase Order Form.

Notice of Contract #: 511B4300004

FOR THE CONTRACTOR:	FOR THE STATE:
Cintas Corporation	Signature
Firm Name	Kimberly Graham, Buyer Manager
Authorized Agent Signature	Name/Title
Authorized Agent (Print or Type)	Dept. of Military & Veterans Affairs
Date	Enter Name of Agency
Date	



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Attachment A, Pricing

Attachment B, Contractor's Addendum



DEFINITIONS

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

Additional Service means any Services within the scope of the Contract, but not specifically provided under any Statement of Work.

Audit Period means the seven year period following Contractor's provision of any work under the Contract.

Bidder(s) are those companies that submit a proposal in response to this RFP.

Business Day means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

Blanket Purchase Order is an alternate term for Contract and is used in the Plan Sponsors' computer system.

CCI means Contract Compliance Inspector.

Days means calendar days unless otherwise specified.

Deliverable means physical goods and/or services required or identified in a Statement of Work.

DMVA mean the Department of Military and Veterans Affairs.

DTMB means the Michigan Department of Technology Management and Budget.

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

GRHV means the Grand Rapids Home for Veterans.

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

Incident means any interruption in any function performed for the benefit of a Plan Sponsor.

Key Personnel means any personnel identified in **Section 1.031** as Key Personnel.

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

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

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



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

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

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

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

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

SLA means Service Level Agreement.

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

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

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

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

Waste Prevention means source reduction and reuse, but not recycling.

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

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

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



Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

This is a Contract for the State of Michigan, Department of Military and Veterans Affairs (DMVA), Grand Rapids Home for Veterans’ (GRHV) for Uniform Rental and Cleaning Services for the facilities maintenance staff who work at the GRHV.

1.012 Background

The DMVA, GRHV is interested in a contractor with the ability to pick-up soiled uniforms and drop off of clean uniforms for GRHV maintenance staff. The Contract will provide for the initial outfitting of approximately nineteen (19) existing Maintenance Staff uniforms as described in the RFP, additional orders will be placed on an “as-needed” basis. The Contractor will be responsible for weekly pick up and proper cleaning of soiled garments and drop off of clean uniforms.

1.020 Scope of Work and Deliverables

1.021 In Scope

The Contractor will be responsible for initial outfitting for each GRHV staff member uniform requirements to include sufficient uniform garments daily during weekly rotation for proper cleaning. Contractor must present each uniform component which meets the Contract specifications as stated in Article 1.022, Work and Deliverables or an approved alternate.

The Contractor must describe their process for pick-up and delivery of the proposed uniforms to include how their company allocates each maintenance staff members’ garments for proper inventory reconciliation. Contractor must provide information as to the proper process to follow when a garment is damaged, ie torn, ripped, etc. Contractor must remove garments from inventory when they have reached their maximum life cycle of wear.

Contractor Response: The Contractor must include details in how they propose to complete the above in the box below:

Please see ADDENDUM 1 – PROGRAM REQUIREMENTS. Attachment B.

1.022 Work and Deliverable

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

1. Contractor must provide uniform shirts (long and short sleeve), pants and shorts that meet the following specifications. All garments must be new or like new condition:
 - A. Standard Uniform Shirt. A breathable 65/35 poly/cotton blend, specifically designed for year round work and wear. Both long and short sleeve. Button enclosure. Sizes S-4XL. 4.25 oz. Please specify available colors.
 - B. Oxford Shirt. Retail styled, rounded pocket, classic button down, crisp collar, larger yoke, wrinkle-resistant fabric, and a generous fit. Both long and short sleeve. 57/43 cotton poly fabric. Button enclosure. Neck Size 14.5 – 18. Larger sizes are available at request. Extra-long sleeves and body are available. Please specify available colors.
 - C. Work Pant. Classic plain-front pants. 65/35 poly/cotton fabric. Zipper and button enclosures. Sizes 28-42 in 1” increments. 40-58 in 2” increments. Inseam length available from 28 to 38.
 - D. Cotton Uniform Combo. 100% Cotton work shirt and pant. 6 oz. weight. Designed for utility and freedom of movement, it features two hex shaped, button- through front pockets and a pencil stall. Pants come with quarter-top front pockets and two hip pockets. 8.5 oz. Sizes S-3XL. Preferred color is navy blue.
 - E. Carhartt Jeans. Five pockets Carhartt jean has a relaxed fit through the seat and thigh and sits just below the natural waist for added comfort and movement. Two reinforced back pockets. 14.05 oz. garment washed 100% cotton denim. 11.75 oz. denim. Contractor may propose an approved alternate brand of jean or propose an alternate fabric for maintenance work pant.



- F. Denim Carpenter Jeans. Full seats and thighs, multiple tool pockets and two reinforced back pockets. The 19" leg opening accommodates work boots. 11.75 oz. denim. Preferred color is Navy. Contractor may propose an approved alternate Carpenter Pant/fabric
 - G. Cargo pants. Hidden snap closures on side cargo pockets. Larger reinforced belt loops and double-needle stitching around pocket openings increases durability. Preferred color is navy blue.
 - H. Shorts. Retail fit and wider leg openings. 65/35 poly/cotton fabric. Sizes 28-33 in 1" increments. 11" inseam. Preferred color is navy.
 - I. Carhartt Tradesmen Workshirt. Banded collar and a contrast interior Double front chest tradesmen pocket and button closure. Right chest pocket with button closure. 60% soft ring spun cotton / 40% durable polyester canvas. Sizes from S to 4XL. Preferred colors are dark blue and dark khaki. Contractor may propose an approved alternate brand.
 - J. High Image Polo style shirt. A true polo with a generous fit and tennis-tail hem and side vents. Features include a back neck locker patch, two button plackets, rib-knit cuff, and tone-on-tone diamond design knit right into the fabric. Fade-resistant, shrink-resistant and wrinkle-resistant 100% polyester fabric.
 - K. ProKnit NG Polo- Tougher polo that is fade resistant, shrink resistant and wrinkle resistant. Set-in sleeves, taped neckband, three-button placket and rib knit cuffs. 100% polyester. Preferred color is charcoal/white and navy/dark blue stripe.
2. Weekly drop off and pick up of uniforms. Tuesday pickup and delivery is requested. This may change at the discretion of the Project Manager.
 3. Employees are to be individually measured and fitted. Upon award of the contractual agreement, the Contractor will be required to schedule a date and time to coordinate measurements and fittings for all GRHV maintenance staff. Number of staff requiring uniforms may change as a result to change in staff.
 4. Alternations and garment repairs are to be made at no charge to the GRHV and are included in the contract pricing.
 5. Size changes at GRHV's discretion.
 6. Name and GRHV emblems must be available and pre-approved by Project Manager. Contractor to provide sample font and styles.
 7. Contractor must maintain in their own warehouse a supply of all uniform components to be ordered and delivered for each week.
 8. There shall be no minimum order requirements under this contractual agreement.
 9. Contractor will be required to deliver uniforms on a hanger and/or folded and bagged with labels or an identification system in order for the GRHV to properly identify uniforms for each maintenance staff member.

Contractor Response: The Contractor must include details in how they propose to complete the above in the box below:
Please see ADDENDUM 2 – INSTALLATION PROCEDURE. Attachment B. Please see ADDENDUM 3 – GARMENT REQUIREMENTS. Attachment B.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

1. The Contractor must identify a contract manager who will handle any issues which may arise during the duration the proposed contract.



2. The Contractor must identify the process which will be followed from the point of ordering, to the weekly fulfillment of the order, billing and return policy. Process should include key contact staff.
3. The Contractor must discuss customer service levels, estimated time to return inquiries, review or change of orders.

Contractor Response: The Contractor must include details in how they propose to complete the above in the box below:

Please see ADDENDUM 4 – CINTAS CONTACT INFORMATION. Attachment B.
 In regards to Section 2: Please refer back to ADDENDUM 1 – PROGRAM REQUIREMENTS. ADDENDUM 4 covers your points of contact. Cintas is open Monday – Friday 8:00a.m. – 5:00p.m. ADDENDUM 5 covers billing.

1.040 Project Plan

1.041 Project Plan Management

The Contractor will carry out this project under the direction and control of DMVA GRHV.

The GRHV has the option to meet bi-annually with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.

In addition, the GRHV will monitor for compliance with the contract. In the event the Contractor fails to carry out any conditions/agreements to be performed under the specifications, the State will notify the Contractor in writing of such failure. If the necessary corrective action is not completed within a ten (10) day period, the Contractor must submit in writing why the corrective action has not been completed. The State reserves the right to determine whether or not such noncompliance may be construed as a failure of performance.

Contractor Response: The Contractor must include details in how they propose to complete the above in the box below:

Please refer to ADDENDUM 1 – PROGRAM REQUIREMENTS, SERVICE GUARANTEE.

1.042 Reports

The Contractor must be able to provide various reports when requested by GRHV. Examples include itemized annual usage reports, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.

Contractor Response: The Contractor must include example copies of proposed reports and details in how they propose to complete the above in the box below:

Please refer to ADDENDUM 6 – INVOICE AND GARMENT CHECK SHEET. Attachment B.

1.050 Acceptance

1.051 Criteria

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

All Uniforms must be picked up/delivered as ordered.

1.052 Final Acceptance – Reserved

1.060 Proposal Pricing

1.061 Proposal Pricing

Contractor pricing is on the attached Price List, see Attachment A.



1.062 Price Term

Prices quoted are firm for the entire length of the Contract.

1.063 Tax Excluded from Price

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

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

1.064 Holdback – Reserved

1.070 Additional Requirements

1.071 Additional Terms and Conditions specific to this RFP

Subcontracting will not be allowed on this Contract.



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

The Contract is for a period of three (3) years beginning January 1, 2014 through December 31, 2017. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

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

2.003 Legal Effect

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

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

2.004 Attachments & Exhibits

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

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under the Contract. All orders are subject to the terms and conditions of the Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor must furnish all such materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

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

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

2.007 Headings

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



2.008 Form, Function & Utility

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

2.009 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract and, if one (1) or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

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

2.011 No Waiver of Default

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

2.012 Survival

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

2.020 Contract Administration

2.021 Issuing Office

The Contract is issued by the Department of Military and Veterans Affairs, GRHV-Purchasing & Contracts. GRHV-Purchasing & Contracts is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. GRHV-Purchasing & Contracts **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of the Contract.** The Contractor Administrator within GRHV-Purchasing & Contracts for the Contract is:

Kerri L. Bielski, Buyer
Procurement
Department of Military and Veterans Affairs
Grand Rapids Home for Veterans
3000 Monroe Ave NE
Grand Rapids, MI 49505
BielskiK@michigan.gov
(616) 364-5327

2.022 Contract Compliance Inspector

After GRHV-Purchasing & Contracts receives the properly executed Contract, it is anticipated that the GRHV-Purchasing & Contracts will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of the Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by GRHV Procurement.** The Contract Compliance Inspector (CCI) for the Contract is:

Brian Stedman, Facilities Maintenance Director
Grand Rapids Home for Veterans
General Services
3000 Monroe Ave NE, Grand Rapids, MI 49505
StedmanB@michigan.gov
(616) 364-5409

**2.023 Project Manager**

The following individual will oversee the project:

Brian Stedman, Facilities Maintenance Director
Grand Rapids Home for Veterans
General Services
3000 Monroe Ave NE, Grand Rapids, MI 49505
StedmanB@michigan.gov
(616) 364-5409

2.024 Change Requests

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

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

Change Requests:

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

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the State contact as noted in Section 2.021 and the Contractor's contact as noted on the cover page of the contract, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

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

2.026 Binding Commitments

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

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors is an employee, agent or servant of the



State. Contractor is solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 Covenant of Good Faith

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

2.029 Assignments

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

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one (1) entity continues.

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

2.030 General Provisions

2.031 Administrative Fee And Reporting – Reserved

2.032 Media Releases

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

2.033 Contract Distribution

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

2.034 Permits

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

2.035 Website Incorporation

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

**2.036 Future Bidding Preclusion**

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

2.037 Freedom of Information

All information in any proposal submitted to the State by Contractor and the Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231, et seq (the "FOIA").

2.038 Disaster Recovery

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

2.040 Financial Provisions**2.041 Fixed Prices for Services/Deliverables**

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

2.042 Adjustments for Reductions in Scope of Services/Deliverables

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

2.043 Services/Deliverables Covered

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

2.044 Invoicing and Payment – In General

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

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

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the CCI and the Contractor.



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

2.045 Pro-ration

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

2.046 Antitrust Assignment

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

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with the Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under the Contract must constitute a waiver of all claims by Contractor against the State for payment under the Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in 1984 PA 431, all contracts that the State enters into for the purchase of goods and services must provide that payment will be made by Electronic Fund Transfer (EFT).

2.050 Taxes

2.051 Employment Taxes

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

2.052 Sales and Use Taxes

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

2.060 Contract Management

2.061 Contractor Personnel Qualifications

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



understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel

- (a) The Contractor must provide the CCI with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State reserves the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor must notify the State of the proposed assignment, must introduce the individual to the appropriate State representatives, and must provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. If the State disapproves an individual, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements and appropriate transition planning must be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract.
- (e) The Contractor must notify the CCI and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.
- (f) Liquidated damages may be assessed by the State for Unauthorized Removal as provided in Section 2.243, Liquidated Damages.

2.063 Re-assignment of Personnel at the State's Request

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

2.064 Contractor Personnel Location

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

**2.065 Contractor Identification**

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

2.066 Cooperation with Third Parties

Contractor must cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. The Contractor must provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with the Contract and will not interfere or jeopardize the safety or operation of the systems or facilities.

2.067 Contractor Return of State Equipment/Resources

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

2.068 Contract Management Responsibilities

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

2.070 Subcontracting by Contractor**2.071 Contractor Full Responsibility**

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

2.072 State Consent to Delegation

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

2.073 Subcontractor Bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor must require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor is the responsibility of Contractor, and Contractor must remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor must make all payments to Subcontractors or suppliers of



Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under the Contract will not relieve Contractor of any obligations or performance required under the Contract.

2.074 Flow Down

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

2.075 Competitive Selection

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

2.080 State Responsibilities

2.081 Equipment

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

2.082 Facilities

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

2.090 Security

2.091 Background Checks

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

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses, and will continue to possess, confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under the Contract, is marked as confidential, proprietary, or with a similar designation by the State. "Confidential Information" excludes any information (including the Contract) that is publicly available under the Michigan FOIA.



2.102 Protection and Destruction of Confidential Information

The State and Contractor must each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by the Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party must limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of the Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under the Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 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 DTMB policy, when it is no longer needed. The Contractor must continue to treat cardholder data as confidential upon contract 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.

2.104 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

**2.105 No Implied Rights**

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.106 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State, in writing, any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 72 hours after becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.107 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of the Contract for any reason.

2.110 Records and Inspections**2.111 Inspection of Work Performed**

The State's authorized representatives have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed at any time. The Contractor must provide reasonable assistance for the State's representatives during inspections.

2.112 Retention of Records

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of 7 years after the Contractor performs any work under this Contract (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.

2.113 Examination of Records

(a) The State, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract any time during the Audit Period. 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 Contract.

(b) In addition to the rights conferred upon the State in paragraph (a) of this section and in accordance with MCL 18.1470, DTMB or its designee may audit the Contractor to verify compliance with the Contract. The financial and accounting records associated with the Contract shall be made available to DTMB or its designee and the auditor general, upon request, during the term of the Contract and any extension of the Contract and for 3 years after the later of the expiration date or final payment under the Contract.

2.114 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.



2.115 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 Contract. 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 Contract, 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.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under the Contract. The performance of all obligations under the Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under the Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

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

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

(e) The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into the Contract, on behalf of Contractor.

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

(g) Neither the Contractor nor any affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under the Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

(h) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract start date, the Contractor must report those changes immediately to GRHV-Procurement.

2.122 Warranty of Merchantability

Goods provided by Contractor under this agreement must be merchantable. All goods provided under the Contract must be of good quality within the description given by the State, must be fit for their ordinary purpose, must be adequately contained and packaged within the description given by the State, must



conform to the agreed upon specifications, and must conform to the affirmations of fact made by the Contractor or on the container or label.

2.123 Warranty of Fitness for a Particular Purpose

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

2.124 Warranty of Title

Contractor must, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor must be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under the Contract, must be delivered free of any rightful claim of any third person by of infringement or the like.

2.125 Equipment Warranty – Reserved

2.126 Equipment to be New

If applicable, all equipment provided under the Contract by Contractor must be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.127 Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, is considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items must remain consistent for the term of the Contract, unless DTMB-Procurement has approved a change order pursuant to **Section 2.024**.

2.128 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of the Contract.

2.130 Insurance

2.131 Liability Insurance

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

(a) The Contractor must 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 may arise out of, or result from, or are alleged to arise out of, 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.

(b) The Contractor waives 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.

(c) All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.

(d) 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.

(e) Unless the State approves otherwise, any insurer must have 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.



(f) 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.

(g) The Contractor must maintain all required insurance coverage throughout the term of this Contract 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 Contract.

(h) The Contractor must provide, within five business days, written notice to the Director of GRHV-Procurement if any policy required under this section is cancelled. The notice must include the applicable Contract or Purchase Order number.

(i) 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.

(j) The Contractor is responsible for the payment of all deductibles.

(k) 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.

(l) 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.

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

(i) **Commercial General Liability**

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 the insurance policy contains a waiver of subrogation by the insurance company.

(ii) **Umbrella or Excess Liability**

Minimal Limits:

\$10,000,000.00 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (i), 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.

(iii) **Motor Vehicle**

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.

(iv) **Hired and Non-Owned Motor Vehicle**



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 also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

(v) 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.

(vi) Employers Liability

Minimal Limits:

\$100,000 Each Incident;
 \$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 insureds on the certificate.

(vii) Employee Fidelity (Crime)

Minimal Limits:

\$1,000,000 Employee Theft Per Loss

Deductible Maximum:

\$50,000 Per Loss

Additional Requirements:

Insurance must cover Forgery and Alteration, Theft of Money and Securities, Robbery and Safe Burglary, Computer Fraud, Funds Transfer Fraud, Money Order and Counterfeit Currency.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as Loss Payees on the certificate.

(viii) Professional Liability (Errors and Omissions)

Minimal Limits:

\$3,000,000 Each Occurrence
 \$3,000,000 Annual Aggregate

Deductible Maximum:

\$50,000 Per Loss



(ix) Medical Malpractice

Deductible Maximum:

\$5,000 Each Occurrence

(x) Cyber Liability

Minimal Limits:

\$1,000,000 Each Occurrence

\$1,000,000 Annual Aggregate

Additional Requirements:

Insurance should cover (a) unauthorized acquisition, access, use, physical taking, identity theft, mysterious disappearance, release, distribution or disclosures of personal and corporate information; (b) Transmitting or receiving malicious code via the insured's computer system; (c) Denial of service attacks or the inability to access websites or computer systems.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

(xi) Property Insurance

Property Insurance covering any loss or damage to the State-owned office space used by Contractor for any reason under this Contract, and the State-owned equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.13.1, 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.

2.133 Certificates of Insurance

Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are listed as additional insureds as required. The Contractor must provide GRHV-Procurement with all applicable certificates of insurance verifying insurance coverage or providing, if approved, satisfactory evidence of self-insurance as required in Section 2.13.1, Liability Insurance. Each certificate must be on the standard "Accord" form or equivalent and MUST IDENTIFY THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER.

2.140 Indemnification

2.141 General Indemnification

The Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of the Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

**2.142 Code Indemnification**

The Contractor must indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

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

2.144 Patent/Copyright Infringement Indemnification

The Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its Subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under the Contract.

2.145 Continuation of Indemnification Obligations

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

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under the Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the



Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

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

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

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, then the State must provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

(a) The State may terminate the Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under the Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If the Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating the Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in the Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under the Contract.

(c) If the State chooses to partially terminate the Contract for cause, charges payable under the Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.



(d) If the State terminates the Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in the Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate the Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate the Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate the Contract in part, the charges payable under the Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

(a) Contractor acknowledges that, if the Contract extends for several fiscal years, continuation of the Contract is subject to appropriation or availability of funds for the Contract. If funds to enable the State to effect continued payment under the Contract are not appropriated or otherwise made available, the State must terminate the Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under the Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates the Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available.

2.155 Termination for Criminal Conviction

The State may terminate the Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate the 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 must pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates the Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from the



Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates the Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under the Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under the Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for Services and Deliverables provided under the Contract, and may further pursue completion of the Services/Deliverables under the Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of the Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Reserved

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates the Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If the Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 30 days. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175.**

2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by the Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's Subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's Subcontractors or vendors. Contractor must notify all of Contractor's subcontractors of procedures to be followed during transition.



2.173 Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under the Contract. The Contractor must provide the State with asset management data generated from the inception of the Contract through the date on which the Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor must deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under the Contract. This must include any documentation being used by the Contractor to perform the Services under the Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor must prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that the Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment must conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience



under **Section 2.150**, 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 Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in the Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Procurement, GRHV, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

- (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract must be honored in order that each of the parties may be fully advised of the other's position.
- (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (iv) Following the completion of this process within 60 calendar days, the Director of Procurement, GRHV, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section must not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

A claim between the State and the Contractor is not subject to the provisions of Section 2.192, 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.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.



2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor must comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 et seq., as amended, and all applicable federal, State and local fair employment practices and equal opportunity laws as amended. 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. Contractor further agrees that every subcontract entered into for the performance of the Contract or any purchase order resulting from the Contract must contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., as amended, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., as amended, and any breach of this provision may be regarded as a material breach of the Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor and any Subcontractor must comply with all applicable state and federal laws.

2.204 Prevailing Wage – Reserved

2.210 Governing Law

2.211 Governing Law

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor must comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan and the Contractor expressly consents to personal jurisdiction in 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. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal



injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of the Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor) to continue to perform the Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of the Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (a) Contractor and its Subcontractors must be able to continue to perform the Contract and any Statements of Work according to its terms and conditions, and
 - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

- (c) Contractor must make the following notifications in writing:
- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify GRHV-Procurement.
 - (2) Contractor must also notify GRHV Procurement within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - (3) Contractor must also notify GRHV Procurement within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

Contractor and/or all Subcontractors involved in the performance of the Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of the Contract.

2.233 Bankruptcy and Insolvency

The State may, without prejudice to any other right or remedy, terminate the Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:



- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under the Contract.

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

2.240 Performance

2.241 Time of Performance

- (a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLAs)

- (a) SLAs will be completed with the following operational considerations:
 - (i) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
 - (ii) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
 - (iii) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
 - (iv) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
 1. Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 2. Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) is defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service must not affect any tiered pricing levels.



(c) Root Cause Analysis must be performed on any business critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor must provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.

(d) All decimals must be rounded to two decimal places, with five and greater rounding up and four and less rounding down, unless otherwise specified.

2.243 Liquidated Damages

The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under **Section 2.152**, the State is entitled to collect liquidated damages in the amount of \$5,000.00 and an additional \$100.00 per day for each day Contractor fails to remedy the late or improper completion of the Work.

2.244 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, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. but the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables

2.251 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under the Contract.



(a) Shipment responsibilities - Services performed/Deliverables provided under the Contract must be delivered "F.O.B. Destination, within Government Premises." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates must be specified on the individual purchase order.

(b) Delivery locations - Services must be performed/Deliverables must be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.

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

Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five days of inspection

2.252 Delivery of Deliverables

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

2.253 Testing

(a) Before delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor must first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and conforms with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor must certify to the State that (1) it has performed the quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during the quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

(b) If a Deliverable includes installation at a State Location, then Contractor must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State is entitled to observe or otherwise participate in testing.

2.254 Approval of Deliverables, In General

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing



of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.253**.

(d) The State must approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three opportunities (the original and two (2) repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

2.255 Process For Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (and if the Statement of Work does not state the State Review Period, it is by default five Business Days for Written Deliverables of 100 pages or less and 10 Business Days for Written Deliverables of more than 100 pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable before its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State notifies the Contractor about deficiencies, the Contractor must correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts must be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State must have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.256 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor must correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts must be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State must have a reasonable additional period of time, not to exceed the length of the original State



Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.257 Process for Approval of Physical Deliverables

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 continuous Business Days for a Physical Deliverable). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State delivers to the Contractor a notice of deficiencies, the Contractor must correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts must be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State must have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.258 Final Acceptance

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.260 Ownership

2.261 Ownership of Work Product by State – Reserved

2.262 Vesting of Rights – Reserved

2.263 Rights in Data

(a) The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor must not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor must not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

(b) The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State must not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

2.264 Ownership of Materials

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.



2.270 State Standards

2.271 Existing Technology Standards

The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--.00.html>.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see http://www.michigan.gov/cybersecurity/0,1607,7-217-34395_34476---.00.html. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access, and configuration management procedures.

2.274 Electronic Receipt Processing Standard

All electronic commerce applications that allow for electronic receipt of credit/debit card and electronic check (ACH) transactions must be processed via the Centralized Electronic Payment Authorization System (CEPAS).

2.280 Extended Purchasing Program

2.281 Extended Purchasing Program – Reserved

2.290 Environmental Provision

2.291 Environmental Provision

Hazardous Materials:

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation, or disposal of which is regulated by the federal, State, or local laws governing the protection of the public health, natural resources, or the environment. This includes, but is not limited to, materials such as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State, and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the



Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.242** for a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:

The Contractor must comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to the Contract.

Environmental Performance:

Waste Reduction Program: Contractor must establish a program to promote cost-effective waste reduction in all operations and facilities covered by the Contract. The Contractor's programs must comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Other Provisions

2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

"Forced or indentured child labor" means all work or service: 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 performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.



**Attachment A, Price Proposal
Grand Rapids Home for Veterans
Uniform Rental Services**

	Code#	Description	Inventory/ Changes	Weekly Price Each Set
1.	935	Standard Uniform Shirt (long or short sleeve)	19/5	\$0.204
2.	374 (men) 66528 (women)	Oxford Shirt (long or short sleeve)	19/5	\$0.356
3.	384	Carhartt Tradesmen Work Shirt	19/5	\$.0456
4.	381	Carhartt Jeans	19/5	\$0.513
5.	299	High Image Polo	19/5	\$0.38
6.	259	ProKnit NG Polo	19/5	\$0.38
7.	382	Denim Carpenter Jeans	19/5	\$.505
8.	270	Cargo Pants	19/5	\$0.295
9.	741	Work Shorts	19/5	\$0.255
10.	945	Standard Work Pants	19/5	\$0.255
11.	330 340	Cotton Uniform Combo: Cotton Work Shirt Cotton Work Pant	19/5	\$0.236 \$0.412
		Total Weekly Charges		Varies based on usage.
		Additional Charges	Quantity	Unit Price
		Name Emblem	1-Each	\$1.00
		Company Emblem	1-Each	\$2.00
		Embroidery	1-Each	\$3.00
		Seasonal Sleeve Change	1-Each	\$0.00
		Shop Towels – Red	100 Each/1 time per week	\$.08
		Lost/Replacement Charge for Towels		\$0.83/each
		Service Charge		\$6.95

Please note that all prices must be quoted FOB Destination in accordance with Section 2.251 Delivery Responsibilities. Fuel, environmental or energy surcharges will not be acceptable.



ADDENDUM 1: PROGRAM REQUIREMENTS

Only Cintas has the better systems set up as well as the resources to give your company the ultimate service and quality that you are looking for.

- 1.) Better Control & Communication- All garments counted in and out: No Hassle Program
- 2.) Repairs & Upgrades- Done automatically without asking.
- 3.) Easy to Read Invoices - Better accounting practices.
- 4.) One Week Turnaround Time - Size changes and new employees, GUARANTEED.
- 5.) More Comfort-Cintas manufactures our own garments to ensure comfort and durability.
- 6.) Service Guarantee- If you are not happy with our service, then you are protected.

On the following pages, I will address these requirements and discuss the factors that make Cintas your company's logical choice.



1 - Better Control

In order to have a Hassle Free Program you must select the company that has the best systems set up to handle garment counts, transferring workers, multiple locations and most of all garment control.

The best system for garment control is to make sure that all garments are counted. Cintas is the only uniform company that counts our customers' garments to prevent those ridiculous lost charges that you may be currently experiencing. Don't be surprised that other companies do not count uniforms. This will save your laundry company a bundle, but like everything else there is a lot of cost.

LOST & MISSING UNIFORMS

UNFAIR BILLING

DECREASED IMAGE

LOWER EMPLOYEE MORALE

Even if a supplier offers to count your garments, it is not the way they do business every day. If your laundry company does not have a proper form designed, how is this system supposed to work? There are just too many variables for a laundry company to try to alter the way that they do business for it to work successfully.

Only Cintas has designed a special form to keep track of your garments. We will count every garment circulating in our system 3 times. Once, to give you a copy of what is being picked up, again after processing to ensure it's on its way back to you, and finally, just before delivery to insure NO SHORTAGES.

It's a simple system but just think of a program where your employees are never out of uniform. It's possible...

ONLY THROUGH CINTAS



2 - Repairs & Upgrades

Uniforms look great when they are new, but how do they look after 6 months?

At Cintas, we have patented methods to see if the garments need to be repaired or upgraded. In fact, 85% of the repairs that we do are done without the customer ever saying anything to us. Wouldn't it be nice if you didn't have to spend any time hassling with the program?

ONLY CINTAS HAS THIS TECHNOLOGY

Other companies will only upgrade their garments after they are fully amortized. On the other hand, at Cintas we believe that to earn your business it is our duty to keep your employees always looking their best. Cintas always upgrades, free of charge, any items that have worn out due to normal wear and tear.

CINTAS MEANS SERVICE



3 - Easy to Read Invoices/Better Cost Accounting

How many times have your managers or their people felt rushed, and signed on an invoice from their trusted driver on faith? Would it surprise you to know that 10% of that invoiced amount goes directly into that Drivers pocket? If your invoicing is hard to read, *you've paid too much* in Lost Garment charges and it can be fixed with a simplified invoicing system - The Cintas System.

First, our invoices are twice the size and twice as easy to read. There are no hidden costs because charges are approved the week prior with an authorized signature, and our garment counts are not on the invoice to keep it clean and easy to read. I'm sure you'll agree that only Cintas can meet your accounting needs. Our invoicing system is very flexible and was designed for companies like yours.

Next, our service salesmen are salaried. Their increases are based on customer satisfaction surveys. If our service salesmen don't have 90% to 95% of their customers claiming Cintas meets or exceeds their expectations, then no increase in pay is given. It keeps our Service Salesmen focused on keeping track of your garments, not in finding ways to charge you.

Garment counts are separate from the invoice so it stays clean and easy to read.

We can separate your invoices by departments, and we provide you with monthly statements. In fact, through the most modern computer system in our industry, we can work with you to arrange nearly any sort of an invoicing breakdown you would like.

It's a great system! It maximizes control and minimizes involvement and what's more...

IT IS ONLY AVAILABLE THROUGH CINTAS



4 - One Week Turnaround

At Cintas, we guarantee One Week Turnaround on garments for new employees or size changes. We have invested in state-of-the-art distribution systems, manufacturing plants, and continue to invest in options such as overnight shipping to ensure next week delivery. To borrow a phrase, "We are absolutely, positively one week away."

Why have a service if you can't get your people in uniform?

Only Cintas makes the Guarantee.



5 - Comfortable Work Clothing

While other uniform companies order from the same manufacturers, Cintas is unique in that we manufacture our own garments to give a broader range of fabrics and styles. Cintas produces its garments to look good while having the durability to withstand the cleaning process of industrial laundry.

Cintas is the only company that offers:

- *Women's Uniforms
- *Executive Style Uniforms
- *Comfort Flex Shirt & Comfort Flex Pant
- *Cargo uniform pants
- *Carhartt Apparel

Your satisfaction with our product is GUARANTEED.

Only Cintas makes this Guarantee.



6 - SERVICE GUARANTEE

Cintas realizes that we are in the service business. Our philosophy is to give you the best possible service today in order to earn your business again tomorrow. We are so confident in our service that we are the only company to offer a "SERVICE GUARANTEE". If you are not happy with our service, you can fire us at any time with no strings attached. This is a bold business philosophy that no other uniform company will match.

A Cintas uniform program will have the lower overall program cost because of the systems discussed earlier in this proposal. Also, you will not have to waste large amounts of time to administer the program as you do now. Cintas is the fastest growing uniform company in the country for this reason. CINTAS IS DIFFERENT. Cintas will take the hassles out of the uniform program so you can concentrate on your clients and your business.

I know our cost of the program will be lower.

Here's how:

***SERVICE GUARANTEE**

***LOWER SET-UP CHARGES**

***LOWER MAKE-UP CHARGES**

***LOWER LOSS-REPLACEMENT CHARGES**

***NO DOWN TIME OR EXTRA TIME SPENT ON PROGRAM**

In addition, all of our charges occur about as half as often because we give you better control. I'm confident a Cintas Uniform Program will lower your company's overall cost.



ADDENDUM 2: INSTALLATION PROCEDURE

Changing uniform suppliers or starting a new uniform program can seem alike a large project with many hassles. However, Cintas will make this process painless through the following installation procedure.

MEASUREMENT Cintas representatives will measure each employee in your facility using size samples of our uniforms, since all clothing tends to have a slightly different fit. By getting the size correct the first time, we will eliminate "size changing" your employees upon initial delivery which would delay the start of the program for those individuals needing new sizes. Cintas requires about one minute per employee to correctly fit the individual, and we will work with your schedule to accommodate shift changes and department schedules.

LOCKERS In addition to measuring employees, Cintas will survey your facility to evaluate the need and location of lockers. We can work within the existing space allocated or help you to create a new, more convenient uniform storage arrangement. To allow for growth, we will allocate extra space in each department for the addition of new employee's uniforms. Lockers, if needed, will arrive at your facility approximately three days before the uniforms are "Installed" and Cintas representative(s) will arrange the lockers by employee uniform number and will apply labels with name and uniform number to keep the program organized.

INSTALLATION Approximately three to four weeks after all employees have been measured, Cintas will install the uniforms at your facility. At this point, each employee will receive one key to their locker and their uniforms, which will be distributed in their lockers. Furthermore, each locker will be labeled with a name and a locker/uniform number so that your employees can easily find their uniforms.



ADDENDUM 3: GARMENT REQUIREMENTS



935 - Comfort Fabric® Work Shirt (Standard & Required Line)

Lightweight. Durable. Innovative. That's Cintas Comfort Fabric



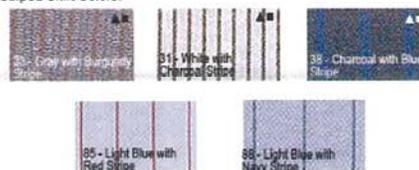
- 65% Polyester 35% Cotton 4.25 oz per square yard
- Cintas Comfort Fabric, a Cintas exclusive
- Breakthrough weave specifically designed for year-round work and wear
- Lightweight but durable
- Breathable fabric
- Two button through front pockets
- Two piece back yoke for comfort
- Lined spread collar with collar stays
- Seven matching melamine Cintas buttons
- Sleeves are sewn to body with a safety stitch
- Cuffs have one matching melamine Cintas button
- Longer cut keeps shirt tucked in

Colors Available:

Work Shirt Colors:



Striped Shirt Colors:



Micro-Pattern Shirt Colors



▲ = Standard Line ■ = Required Line

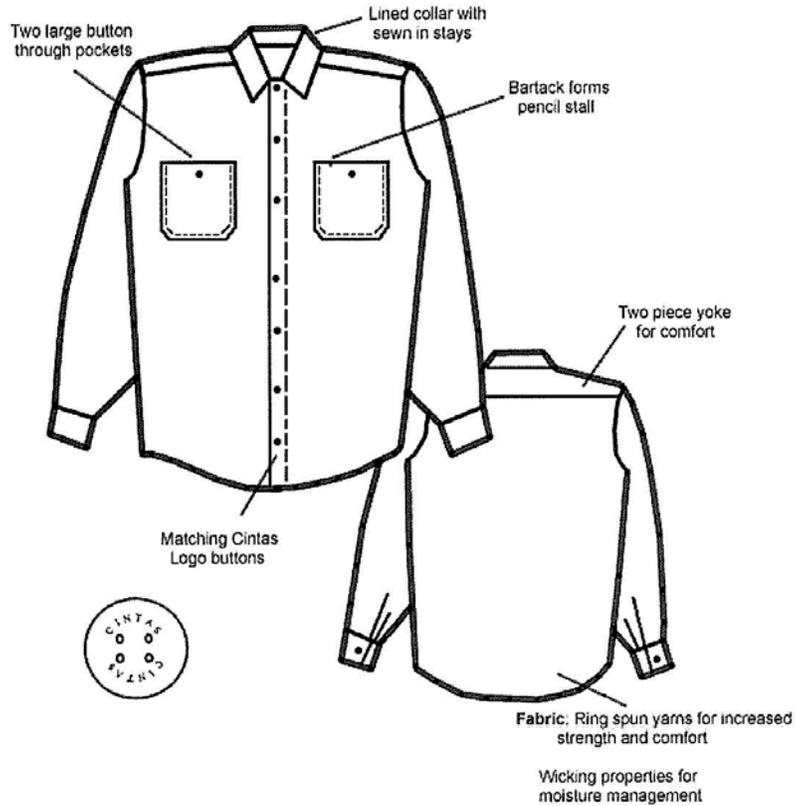
SS also Item # 104583
LS also Item # 104580
[DC Processing Cheat Sheet](#)
[Additional Sizing Information](#)
[Click here to DC Customization Report](#)
[Click here to view the Product Information Bulletin on "Improved Color Navy for the Comfort Fabric - June '04"](#)
Use Replacement Button FB0007 for colors 00, 21, 31, 89
Use Replacement Button FB0017 for color 30
Use Replacement Button FB0018 for color 16
Use Replacement Button FB0020 for colors 23 & 38
Use Replacement Button FB0077 for colors 22, 24, 63
Use Replacement Button FB3307 for color 33
Use Replacement Button FB3525 for color 25
[Refer to Merchandising Site for Replacement 20L Logo Buttons](#)

Order Size	S	M	L	XL	2XL	3XL	4XL
Neck Measurements	14" - 14 1/2"	15"-15 1/2"	16"-16 1/2"	17"-17 1/2"	18"-18 1/2"	19"-19 1/2"	20"-20 1/2"
Chest Measurement	35"-37"	39"-41"	43"-45"	47"-49"	50"-52"	53"-55"	56"-58"
Back Length (RG)	31 1/8"	31 1/2"	31 1/2"	32"	32 1/2"	32 1/2"	32 1/2"



Long Sleeve Length-RG (from center back)	33"	33 1/2"	34"	34 1/2"	35"	35"	35"
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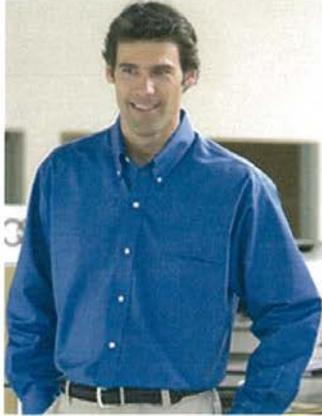
935 Comfort Fabric® Work Shirt





374 - Button Down Oxford Shirt - (Standard & Required Line)

Let This Sharp, Enduring Oxford Elevate Your Image.



- 4.95 oz. 57/43 Cotton Poly Blend
- Banded 3-Ply collar
- 2 Piece Yoke Folder-Set to Back
- One Double Turned Pocket
- Sleeves Cut Straight
- Two Cuffs Lined, Rounded Corner, Topstitched
- Lockstitch Buttonholes

Colors Available:



00-White



22-Blue Stripe



14-Red Stripe



80-Light Blue



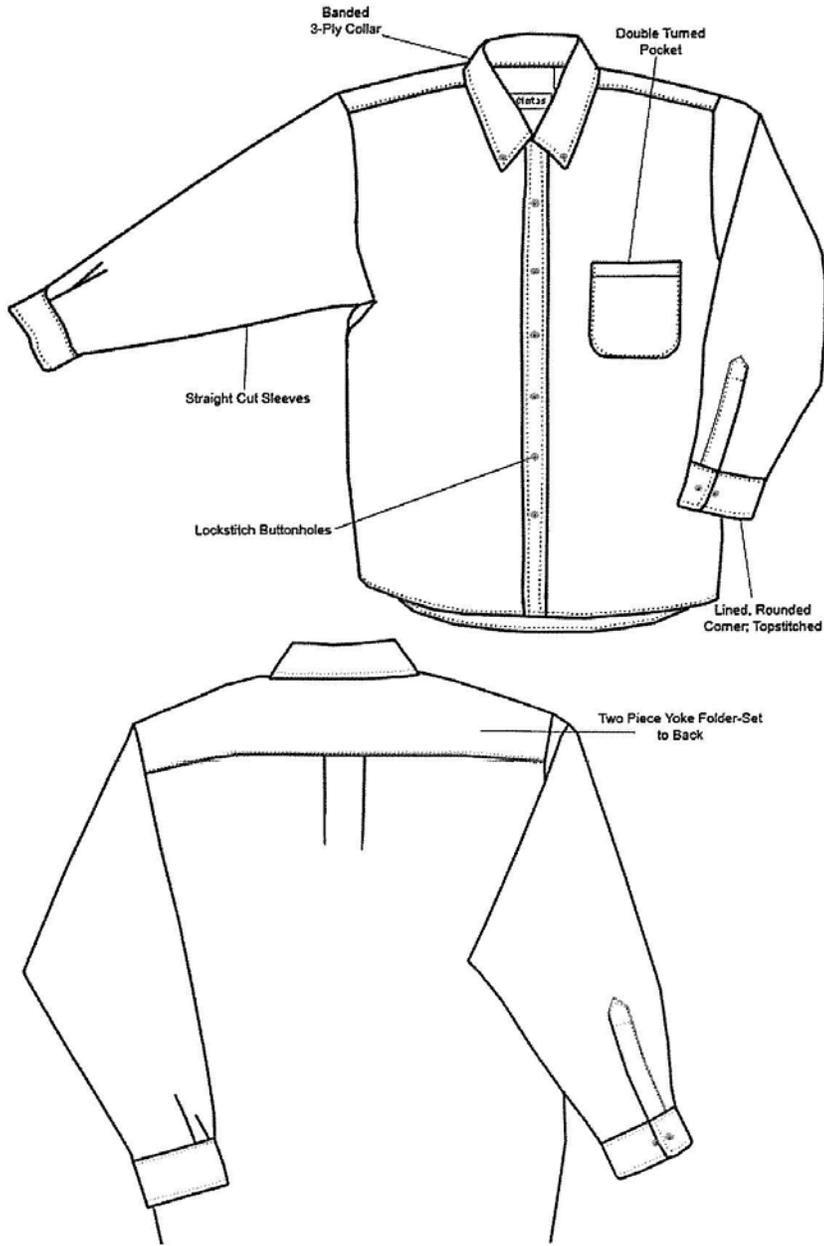
26-French Blue

▲ = Standard Line ■ = Required Line

Order Size	14	14 1/2	15	15 1/2	16	16 1/2	17	17 1/2	18	18 1/2	19	19 1/2	20	20 1/2
If Chest Measures	34"-35"	36"-37"	38"-39"	40"-42"	42"-43"	44"-45"	46"-47"	48"-49"	50"-51"	52"-53"	54"-55"	56"-57"	58"-59"	60"-61"
Order Size	21	22	23	24										
If Chest Measures	62"-63"	66"-67"	70"-71"	74"-75"										
Order Sleeve Length	XL	SH	RG	LN	XL	LJ	XJ	2J						
If Center Back Neck to Wrist	30"-30	31"-31	32"-33	34"-35	34"-35	34"-35	36"-36	37"-37						
Bone Measures	3/4"	3/4"	3/4"	3/4"	3/4"	3/4"	3/4"	3/4"						



374 Oxford Dress Shirt



http://www.cintaspartners.com/plg/item_detail_print.asp?item=374

11/1/2013



66528 - Female Dress Oxford - (Standard Line)

Tailored, Detailed and Refined



[Additional Sizing Information](#)

- 4.95 oz. 57/43 Cotton/Poly Blend
 - Oxford Cloth
 - Lined Buttondown Collar
 - Collar Is Top-Stitched
 - Left Chest Pocket
 - White Button Placket, One Button on Collar Band
 - Long Sleeves Have Two Button Adjustable Cuffs With Sleeve Placket
 - Short Sleeve Have Single Needle Stitched Hems
 - Two Piece Back Yoke and Center Box Pleat for Comfort and Ease of Movement
 - Single Needle Stitched Bottom Hem
- Machine Wash Warm, Gentle Cycle. Tumble Dry;
 Remove Promptly. Non-Chlorine Bleach When Needed.

Colors Available:



00-White



22-Blue Stripe



14-Red Stripe



80-Light Blue



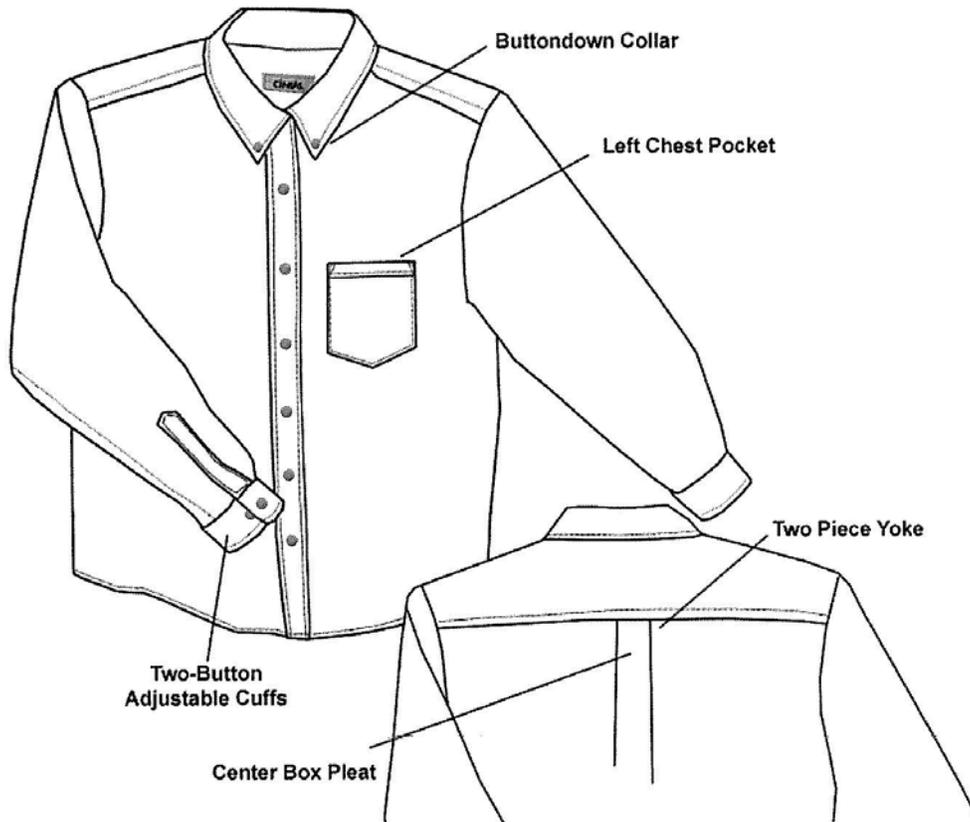
26-French Blue

▲ = Standard Line

	4	6	8	10	12	14	16	18	20	22	24
Bust:	33 1/2 - 34 1/2"	34 1/2 - 35 1/2"	35 1/2 - 36 1/2"	36 1/2 - 37 1/2"	37 1/2 - 38 1/2"	38 1/2 - 40"	40 - 41 1/2"	41 1/2 - 43"	43 - 45"	45 - 47"	47 - 49"
Back Length:	28 1/4"	28 1/2"	28 3/4"	29"	29 1/4"	29 1/2"	29 3/4"	30"	30 1/4"	30 1/2"	30 3/4"
Long Sleeve Length (From Shoulder):	23 1/4"	23 3/8"	23 1/2"	23 5/8"	23 3/4"	23 7/8"	24"	24 1/8"	24 1/4"	24 3/8"	24 1/2"
Short Sleeve (From Shoulder):	8"	8 1/4"	8 1/2"	8 3/4"	8 7/8"	9"	9 1/8"	9 1/4"	9 3/8"	9 1/2"	9 5/8"



66528

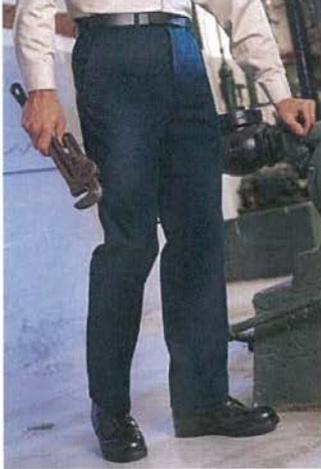




MyCintas

945 - Comfort Fabric Work Pants (Required and Standard Line)

As comfortable as the day is long!



- ▶ 65% Polyester 35% Cotton 7.8 oz sq yrd
- ▶ Constructed from our exclusive Comfort Fabric
- ▶ Comfort Fabric is lightweight but durable made with ring spun yarns for increased strength and comfort, breathable fabric.
- ▶ Improved relaxed fit
- ▶ Plain front
- ▶ Solid lined waist band
- ▶ Belt loops are topstitched and bartacked at top and bottom
- ▶ Matching melamine button closure*
- ▶ Heavy duty brass zipper
- ▶ Quarter top front pockets with pocket bags that are stitched, turned and restitched to prevent unraveling and seam failure
- ▶ Bartacks at stress points
- ▶ Two set in hip pockets for less puckering and better appearance
- ▶ Machine wash, tumble dry, do not bleach colors

***945-00 has hook and eye closure**

Sizing Information:

Order by waist size and inseam
Waist sizes from 28" - 42" order in 1' increments

Waist sizes from 44" - 50" order in 2" increments

[Click here to view the Product Information Bulletin on Improved Fit of the 945's](#)

[Click here to view the Product Information Bulletin on "Improved Color Navy for the Comfort Fabric - June '04"](#)

[Click here to view DC Customization Report](#)

This pant is also available under item number 104567

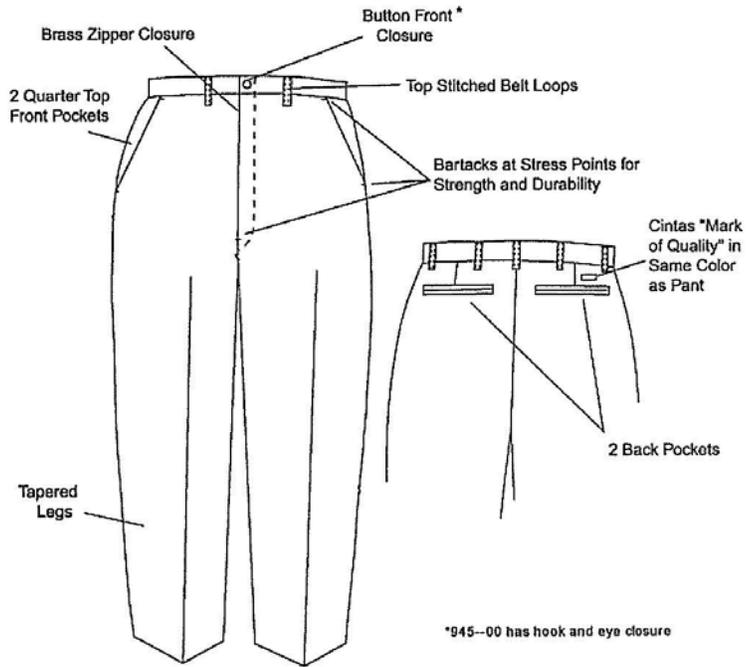
Colors Available:





MyCintas

945 Comfort Fabric® Work Pants





MyCintas

390 - Women's Work Pant - Susan Fit

Constructed to flatter a straighter fit



- ▶ Same great fit as our popular Susan pants. Susan fit is straight cut through the hips and thighs for a sleek & flattering fit
- ▶ Cintas Comfort Flex fabric
- ▶ 65/35 polyester cotton blend
- ▶ Deep back hip pocket
- ▶ Fully lined front slant pockets
- ▶ Self-fabric waistband
- ▶ 7 belt loops
- ▶ Leg is slightly wider
- ▶ Fits just below the waist/mid rise
- ▶ Waist to hip has a straighter fit

Colors Available:



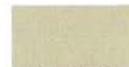
20 - Na vy



35 - Black



33 - Charcoal



62 - Khaki



00 - White

Stock Sizes: 0-36 Cut Special: 00 & 38-48

Order typical retail size

Use Replacement Button FB0040 for color 20

Use Replacement Button FB0045 for color 35

[Additional Sizing Information](#)

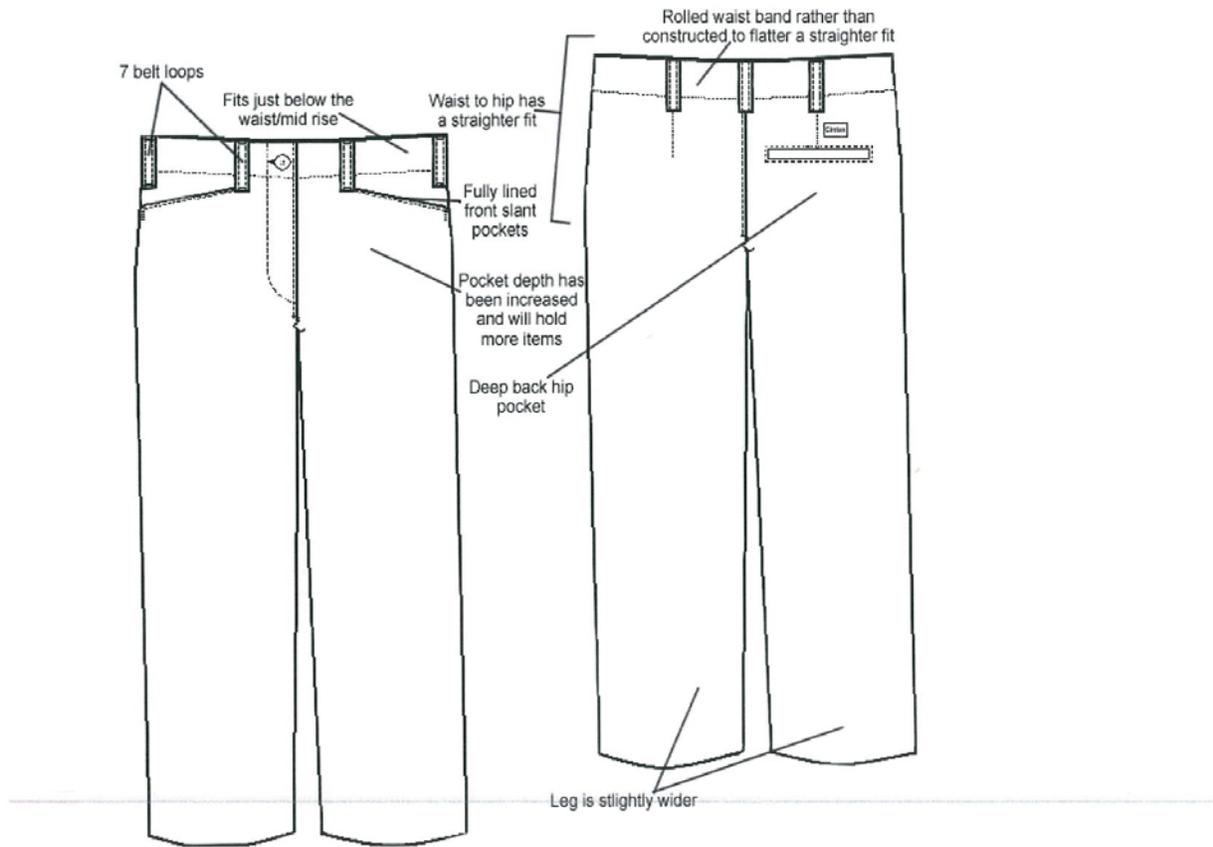
NOTE: The numeric conversion of the inseams is an estimate and may vary slightly

Order Size	0	2	4	6	8	10	12	14	16	18	20	22	24	26
If your waist measures	27 1/2-28	28 1/2-29	29 1/2-30	30 1/2-31	31 1/2-32	32 1/2-33 1/2	34-35	35 1/2-36 1/2	37-38	39-40	41-42	43-44	45-46	47-48
Order Size	28	30	32	34	36									
If your waist measures	49-50	51-52	53-54	55-56	57-58									



MyCintas

390 Women's Work Pant - Susan Fit





MyCintas

395 - Women's Work Pant - Cathy Fit

The perfect fit for those with an hour glass shape



- ▶ Same great fit as our popular Cathy pants. Cathy fit is cut roomier in hips and thighs with a tapered waistband to flatter curvier figures
- ▶ Cintas Comfort Flex fabric
- ▶ 65/35 polyester cotton blend
- ▶ Deep back hip pocket
- ▶ Fully lined front slant pockets
- ▶ Constructed waist band to prevent gaps at waist
- ▶ 7 belt loops
- ▶ Leg is slightly wider
- ▶ Fits just below the waist/mid rise
- ▶ Waist to hip has a curvy fit

Colors Available:



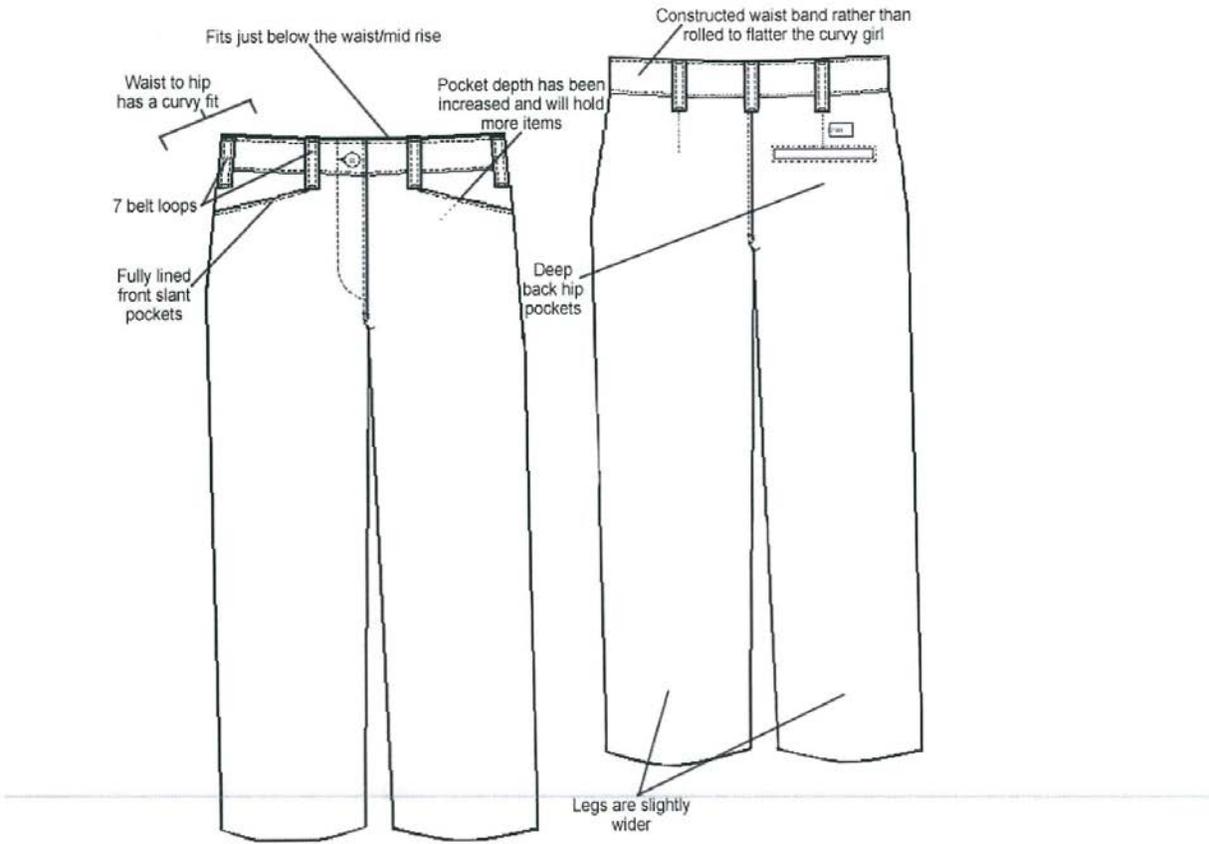
Stock Sizes: 0-36 Cut Special: 00/ 38-48
Order typical retail size
 Use Replacement Button FB0040 for color 20
 Use Replacement Button FB0045 for color 35
[Additional Sizing Information](#)
NOTE: the numeric conversion of the inseams is an estimate and may vary slightly

Order Size	0	2	4	6	8	10	12	14	16	18	20	22	24	26
If your waist measures	26 1/2- 27	27 1/2- 28	28 1/2- 29	29 1/2- 30	30 1/2- 31	31 1/2- 32	32 1/2- 33	34- 1/2- 35	35 1/2- 36	37 1/2- 38	39 1/2- 40	41 1/2- 42	43 1/2- 44	45 1/2- 46
Order Size	28	30	32	34	36									
If your waist measures	47 1/2- 48	49 1/2- 50	51 1/2- 52	53 1/2- 54	55 1/2- 56									



MyCintas

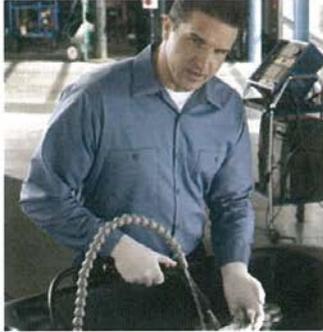
395 Woman's Work Pant - **Cathy Fit**





330 - Cotton Work Shirt (Standard and Required Line)

Handsome styling and long lasting construction!



[Click here for the DC Customization Report](#)
[Additional Sizing Information](#)

- 100% Durable Press Cotton 6 oz.
- Durable press twill fabric
- Full cut
- Lined collar with mylar collar stays for crisp appearance
- Turn back placket
- Matching melamine buttons on front placket
- Two front button through chest pockets
- Left chest pocket has pen stall
- Two piece back yoke for comfort
- Set in sleeves
- Lined cuffs with one matching melamine button closure
- Scalloped bottom hem
- Machine wash, do not bleach colors, tumble dry

Colors Available:

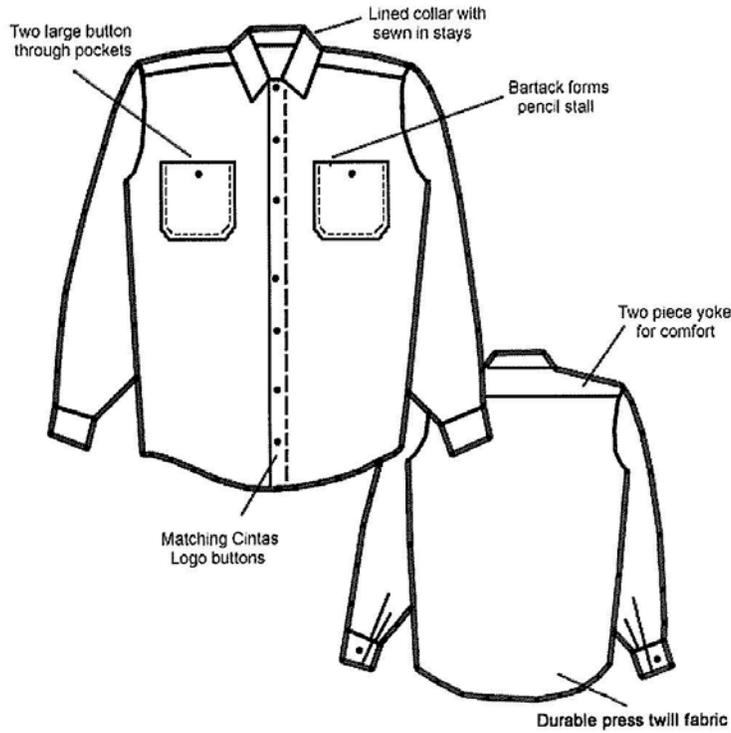


▲ = Standard Line ■ = Required Line
* Standard and Required in RG only
** Standard and Required in RG and SS

Order Size	S	M	L	XL	2XL	3XL
Chest Measurements	36"-38"	40"-42"	44"-46"	48"-50"	51"-53"	54"-56"
Back Length (RG)	31 1/8"	31 1/2"	31 3/4"	32"	32 1/4"	32 1/2"
Sleeve Length (RG)	33"	33 1/2"	34"	34 1/2"	35"	35"



330 Durable Press Cotton Uniform Shirt





340 - Cotton Work Pants (Standard and Required)

A smooth fit for a smooth company image.



- 100% Cotton 8.5 oz
- Durable press cotton
- Soil and wrinkle resistant
- Plain front
- Topstitched lined waist band
- 2" long, 1/2" wide belt loops
- Matching melamine button closure
- Heavy duty brass zipper
- Two front pockets
- Front pockets are stitched, turned and re-stitched for strength
- Front pocket facing is serge stitched to prevent raveling
- Two back pockets
- Left back pocket has matching button closure
- Rear darts for a smoother fit
- Machine wash, tumble dry, do not bleach colors

Colors Available:



10-Post Blue



40-Spruce Green



20-Navy



62-Khaki

▲ = Standard Line ■ = Required Line

Order by waist and inseam

Waist sizes from 28" - 34" order in 1" increments

Waist sizes from 36" - 44" order in 2" increments

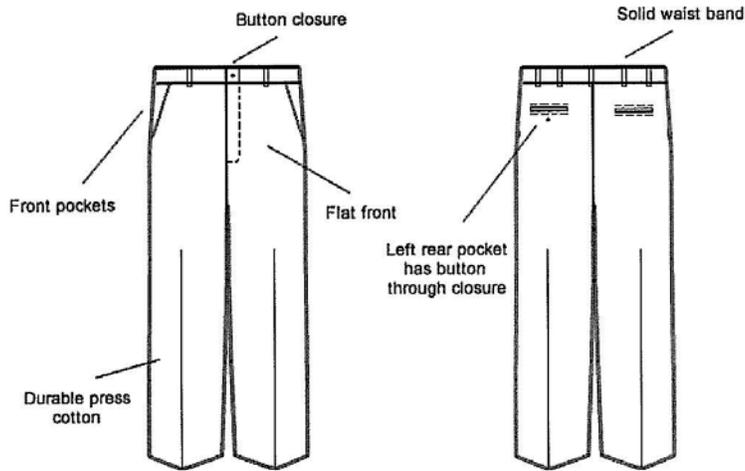
[Click here to view the Product Information](#)

[Bulletin Improved Fit - 340 Cotton Work](#)

[Pant](#)



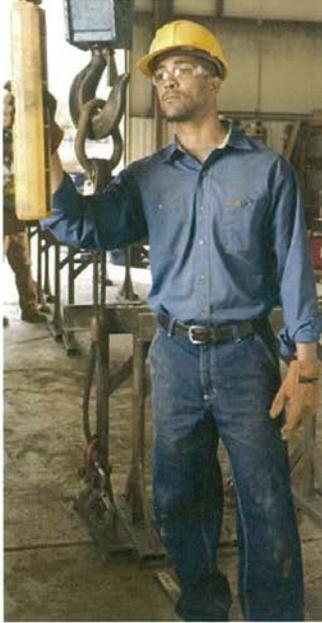
340 Cotton Uniform Pant





381 - Carhartt® 5-Pocket Relaxed Fit Jean

Exclusively From Cintas!



- Sits Below Natural Waist
- Large Reinforced Back Pockets Are Built Tough
- Loose Fitting Seat & Thigh for Ease of Movement
- Multiple Tool and Utility Pockets
- 19" Leg Opening Fits Over Boots
- 14.5 oz. Ring-Spun Denim
- 100% Cotton Denim

Colors Available



83 - Dark Vintage Denim

Waist Sizes Available:	29	30	31	32	33	34	36	38	40	42	44	46	48	50	52	54
Inseams Available:	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30
	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
	34	34	34	34	34	34	34	34	34	34	34					
				36	36	36	36	36	36	36	36					



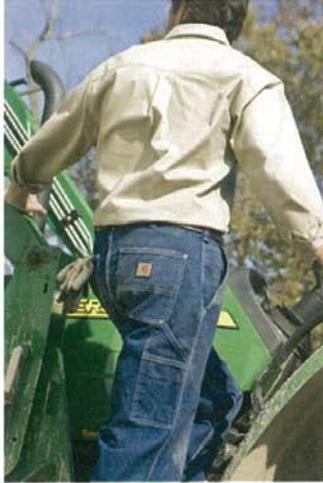
381 - Carhartt® 5 Pocket Jean





382 - Carhartt® Carpenter Jean

Exclusively From Cintas!



- Sits At Natural Waist
- Large Reinforced Back Pockets Are Built Tough
- Full Seat & Thigh for Ease of Movement
- Multiple Tool & Utility Pockets
- 19" Leg Opening Fits Over Boots
- 11.75 oz. Denim
- 100% Cotton

Colors Available



83 - Dark Stone Denim

Waist Sizes Available:	29	30	31	32 33	34	36	38	40	42	44	46	48	50	52 54
Inseams Available:	30	30	30	30 30	30	30	30	30	30	30	30	30	30	30 30
	32	32	32	32 32	32	32	32	32	32	32	32	32	32	32 32
	34	34	34	34 34	34	34	34	34	34	34				
				36 36	36	36	36	36	36	36				



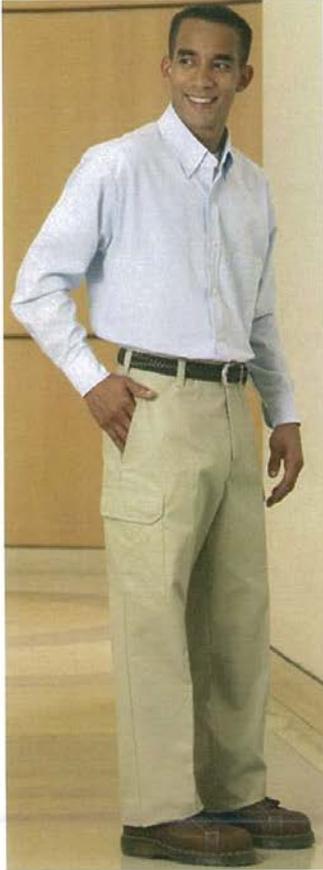
382 - Carhartt® Carpenter Jean





270 - Cintas Cargo Pant (Required and Standard line)

A Time-tested Classic



- Constructed from our exclusive Comfort Fabric
- Comfort fabric is lightweight but durable made with ring spun yarns for increased strength and comfort, breathable fabric
- Most generous retail fit available
- Two roomy side cargo pockets with hidden snap closures
- Quarter top front pockets with added depth
- Double needle stitching around the front and back pocket openings
- Larger reinforced belt loops topstitched and bartacked at top and bottom
- Bartacks at stress points

Colors Available:



20 - Navy



35 - Black



33 - Charcoal

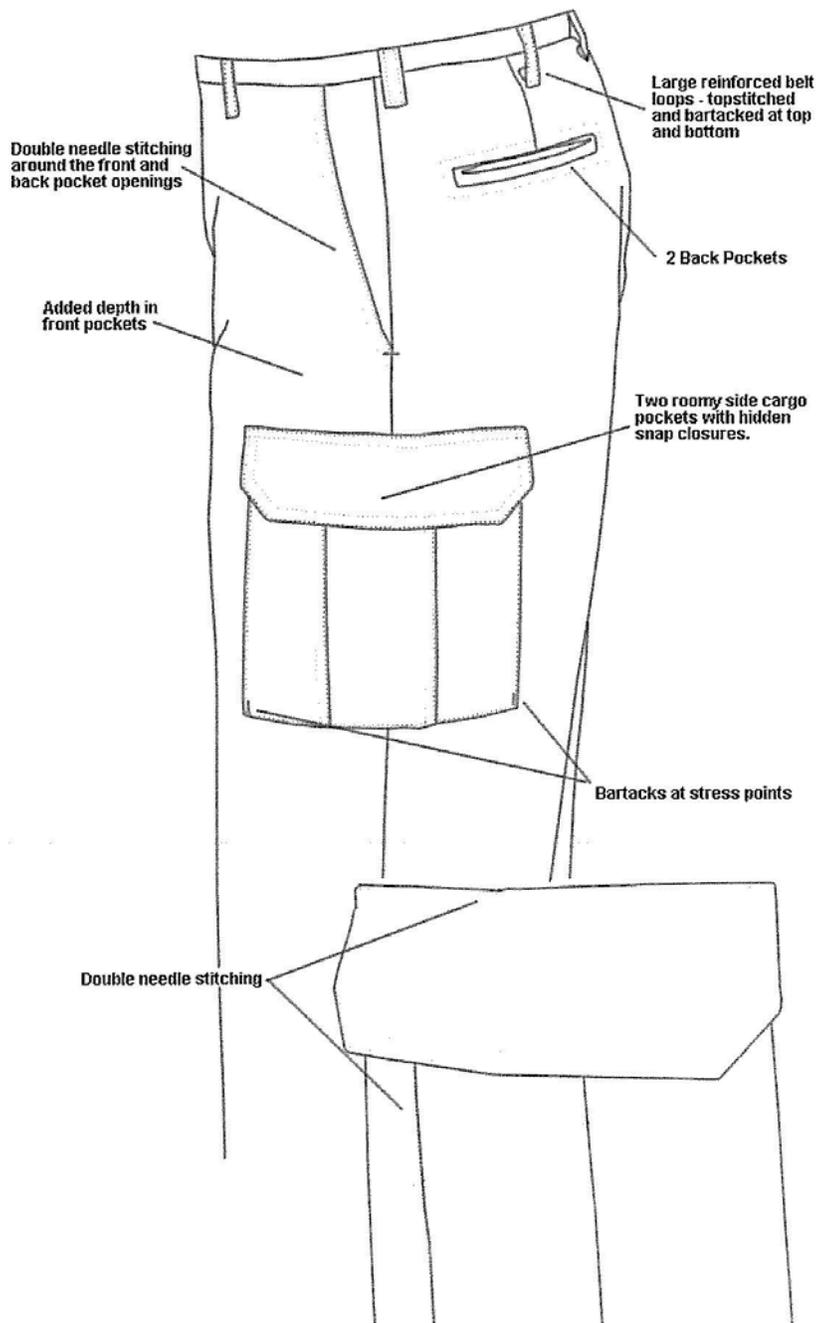


62 - Khaki

Order by Waist size and inseam
Waist sizes from 28" - 38", order in 1" increments
Waist sizes from 40" - 58", order in 2" increments
Use Replacement Button FB0060 for color 20
Use Replacement Button FB0065 for color 62
Use Replacement Button FB0070 for color 35



270 - Cintas Cargo Pant





388 - Women's Cargo Work Pant - Susan Fit

Classic Susan Fit Pant with Added Functionality



- Same great fit as our popular Susan pants. Susan fit is straight cut through the hips and thighs for a sleek & flattering fit
- Cargo pocket for added functionality
- Cintas Comfort Flex fabric
- 65/35 Polyester cotton blend
- Deep back hip pocket
- Fully lined front slant pockets
- Self-fabric waistband
- 7 belt loops
- Leg is slightly wider
- Fits just below the waist/mid rise
- Waist to hip has a straighter fit

Colors Available:



20 - Navy



35 - Black

Stock Sizes: 0-36 Cut Special: 00 & 38-48

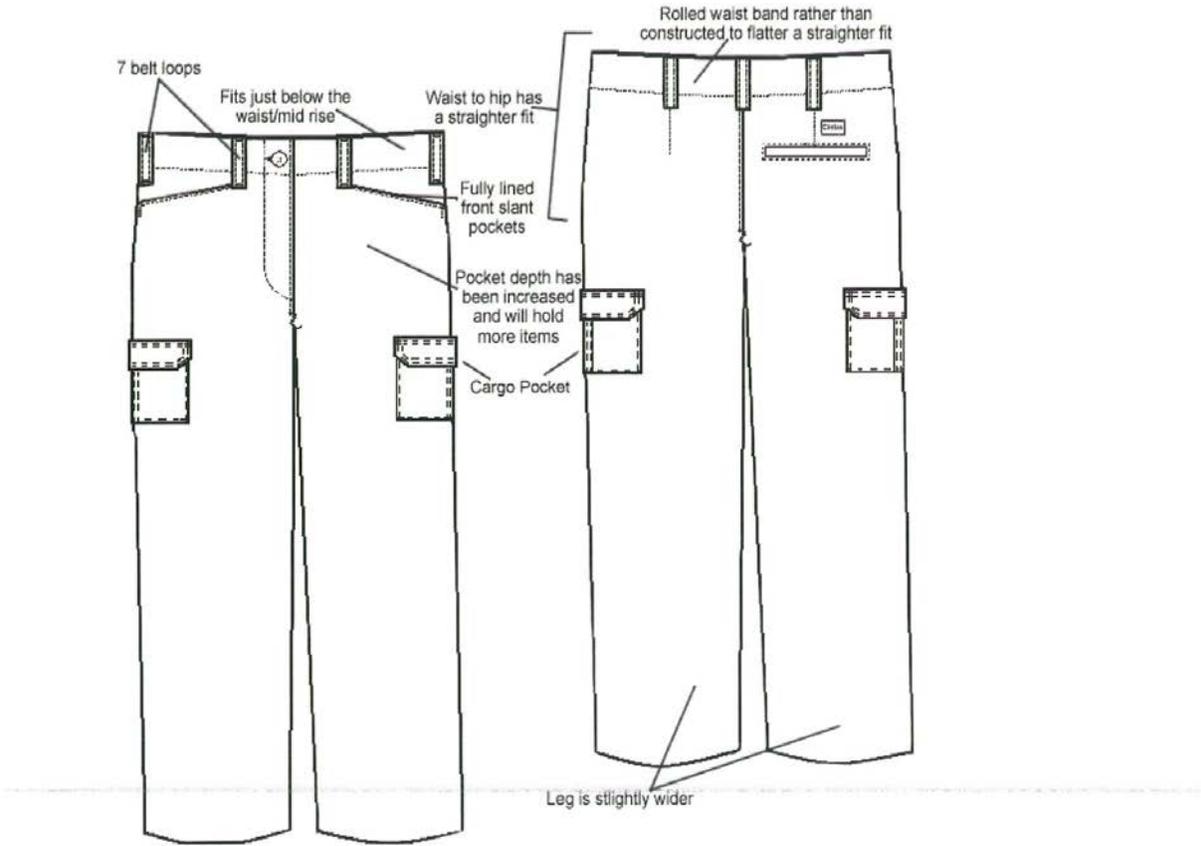
Order typical retail size
Use Replacement Button FB0040 for color 20
Use Replacement Button FB0045 for color 35

Additional Sizing Information
NOTE: The numeric conversion of the inseams is an estimate and may vary slightly

Order Size	0	2	4	6	8	10	12	14	16	18	20	22	24	26
If your Waist Measures	27 1/2-28	28 1/2-29	29 1/2-30	30 1/2-31	31 1/2-32	32 1/2-33 1/2	34-35	35 1/2-36 1/2	37-38	39-40	41-42	43-44	45-46	47-48
Order Size	28	30	32	34	36									
If your Waist Measures	49-50	51-52	53-54	55-56	57-58									



388 Women's Cargo Pant - Susan Fit





389 - Women's Cargo Work Pant - Cathy Fit

Classic Cathy Fit Pant with Added Functionality



- Same great fit as our popular Cathy pants. Cathy fit
- is cut roomier in hips and thighs with a tapered waistband to flatter curvier figures
- Cargo pocket for added functionality
- Cintas Comfort Flex fabric
- 65/35 Polyester Cotton blend
- Deep back hip pocket
- Fully lined front slant pockets
- Constructed waist band to prevent gaps at waist
- 7 belt loops
- Leg is slightly wider
- Fits just below the waist/mid rise
- Waist to hip has a curvy fit

Colors Available:



20 - Navy



35 - Black

Stock Sizes: 0-36 Cut Special: 00/38-48

Order typical retail size

Use Replacement Button FB0040 for color

20

Use Replacement Button FB0045 for color

35

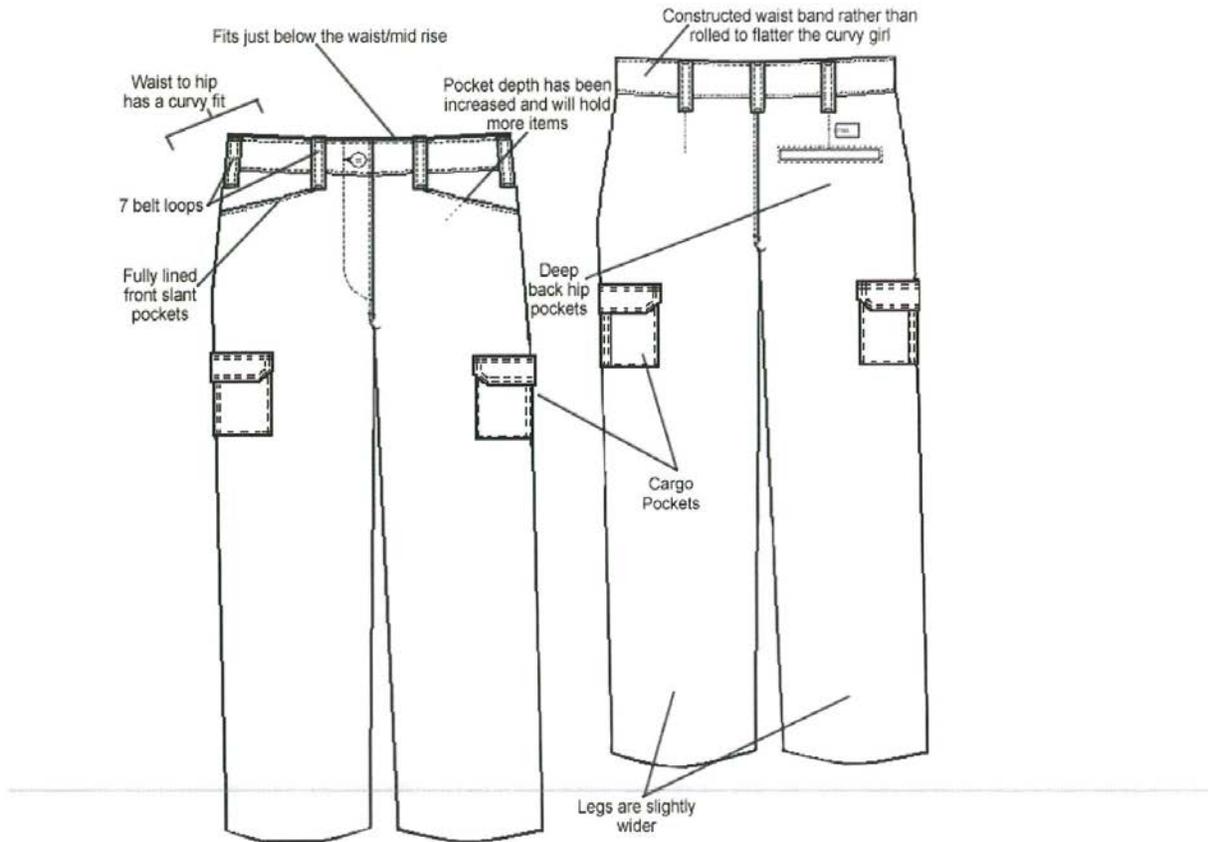
Additional Sizing Information

NOTE: the numeric conversion of the inseams is an estimate and may vary slightly

Order Size	0	2	4	6	8	10	12	14	16	18	20	22	24	26
If your waist measures	26	27	28	29	30	31	32	34	35	37	39	41	43	45
	1/2-	1/2-	1/2-	1/2-	1/2-	1/2-	1/2-	1/2-	1/2-	1/2-	1/2-	1/2-	1/2-	1/2-
	27	28	29	30	31	32	1/2	35	36	38	40	42	44	46
								1/2	1/2	1/2	1/2	1/2	1/2	1/2
Order Size	28	30	32	34	36									
If your waist measures	47	49	51	53	55									
	1/2-	1/2-	1/2-	1/2-	1/2-									
	48	50	52	54	56									
	1/2	1/2	1/2	1/2	1/2									



389 Womens Cargo Pant - **Cathy Fit**





741 - Plain Front Work Shorts

The plain front offers classic good looks!



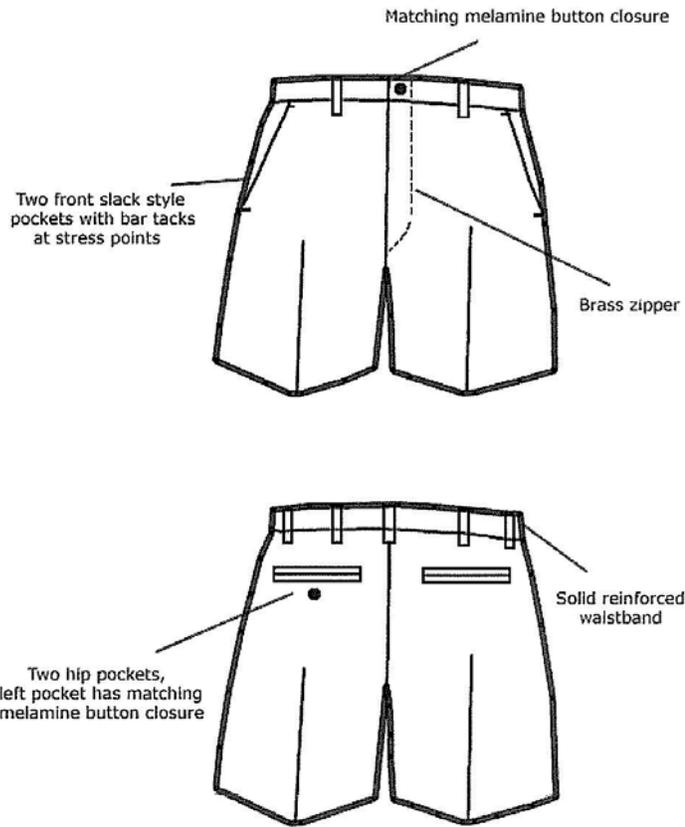
- 65% Polyester 35% Cotton 7.5 oz
- Plain front
- Relaxed fit
- Inseam 7 1/2"
- Lined reinforced solid waistband
- Seven 2" belt loops
- Matching melamine button closure
- Brass zipper
- Two slack style front pockets
- Two hip pockets
- Left hip pocket has matching melamine button closure
- Bar tacks at stress points

Order by waist size
Waist 28" - 34" in 1" increments
Waist 36" - 40" in 2" increments
[Click here to view the "Improved Fit Product Information Bulletin" for the 741-20 & 741-33, April '04](#)
[Click here to view an additional Product Information Bulletin on the Improved Fit of the 741, Oct. '04](#)





596 Plain Front Work Shorts





384 - Carhartt® Work Shirt

Exclusively From Cintas!



- Center Back Box Pleat
- 2 Chest Pockets
- Triple Stitched Main Seams for Added Durability
- Available in Long and Short Sleeve
- 60/40 5 oz. Cotton/Poly Canvas
- LS - RG: S-6XL
- LS - LN: M-4XL
- SS - RG: S-6XL
- SS - LJ: M-4XL

Colors Available



19 - Dark Blue



62 - Dark Khaki

DC Customization Report

Replacement Button: FB5108

**LSX Emblems can ONLY be ordered

from Penn Emblem

Emblem Blue - BRZO00

Emblem Khaki - BRZG99

LN LS Sleeve Length is 1" Longer Than

RG

LJ LS Sleeve Length is 2" Longer Than RG

RG LS Sleeve Length is for Most Men 5'7"-

5'11"

LN Body Length is 1 1/2" Longer Than RG

LJ Body Length is 4" Longer Than RG

RG Body Length is for Most Men 5'7"-

5'11"

Order Size:	XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
If Your Chest Measures:	32"-35"	36"39"	40"-43"	44"-47"	48"-51"	52"-55"	56"-59"	60"-63"	64"-67"	68"-71"



384 - Carhartt® Work Shirt



© 2013 Cintas



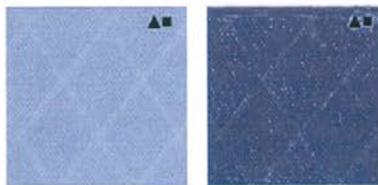
299 - Argyle Knit (Required and Standard Line)

Dri-Knit



- 100% Polyester
- Fashion Collar
- Two button clean finish inset placket
- Welt sleeves
- Side vents with a double-needle tennis tail
- Features locker patch for extra durability

Colors Available



Light Blue - 25

Twilight - 26

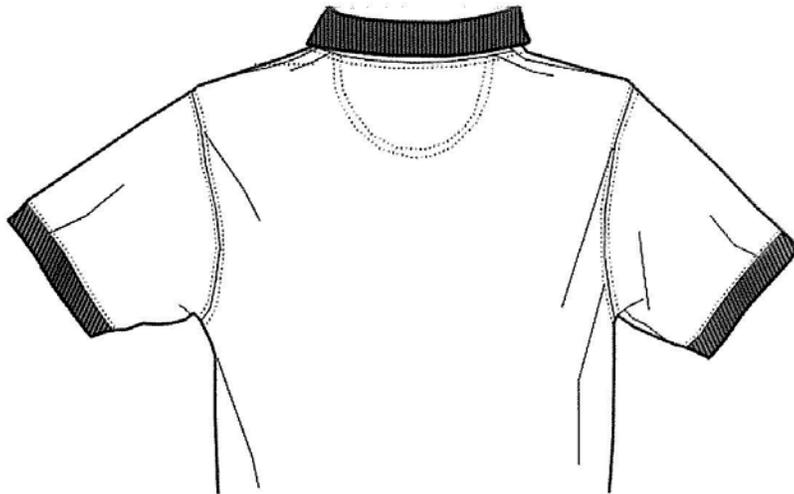
▲ = Standard Line ■ = Required Line

Body Length: +1 1/2" for LN and +4" for LJ
Sleeves: +0" LN and LJ
[Additional Sizing Information](#)

SIZE	XS	S	M	L	XL	2XL	3XL	4XL	5XL	6XL	7XL	8XL
CHEST	37	41	45	49	53	57	61	65	69	73	77	81
BACK LENGTH	28	29	30	31	32	33	34	35	36	37	38	39
SLEEVE LENGTH	8	8 1/2	9	9 1/2	10	10 1/2	11	11 1/2	12	12 1/2	13	13 1/2



299
Argyle ProKnit Polo Shirt



http://www.cintaspartners.com/plg/item_detail_print.asp?item=299

11/1/2013



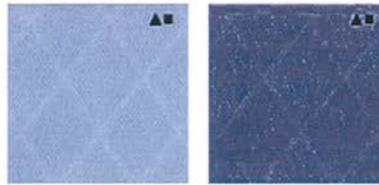
298 - Women's Knit

Retail Inspired Specifically for Women!



- Retail Inspired Image and Style
- Shaped Fit Flatters ALL Body Types
- Flattering V-Neck Opening and Sleeve Length
- Side Vents Allow Shirt to Be Worn Tucked In or Out
- Moisture Management Keeps You Cool All Day

Colors Available



Light Blue - 25

Twilight - 26

▲ = Standard Line ■ = Required Line

[See PIB for Combo Numbers](#)
[See PIB for Emblem Item Numbers](#)

Size:	XS - RG	S - RG	M - RG	L - RG	XL - RG	2XL - RG	3XL - RG
Bust:	30-32	32-34	36-38	40-42	44-46	48-50	52-54
Waist:	27-29	29-31	33-35	37-39	41-43	45-47	49-51



298 - Women's Knit





259 - ProKnit® NG™ Shirt (Required and Standard Line)

The Next Generation ProKnit is here! These shirts offer extreme comfort and superior



- 100% Fortrel® spun polyester 5.75 oz
 - Soft comfortable fabric
 - Enhanced color fastness for consistent image
 - Shrink resistant
 - Moisture management wickable finish
 - Smooth drape
 - Welt collar with taped neck band for clean finish
 - Three dark wood tone buttons on placket
 - Set in sleeves with welt cuffs
 - Excellent wrinkle recovery
 - Left chest spade pocket
 - Excellent color retention
- Easy care. Machine wash warm. Tumble dry low, remove promptly. May be drip dried. Do not use softeners.

[Click here to view the DC Customization Report](#)

Use Replacement Button FB0077

[Additional Sizing Information](#)

[DC Processing Cheat Sheet](#)



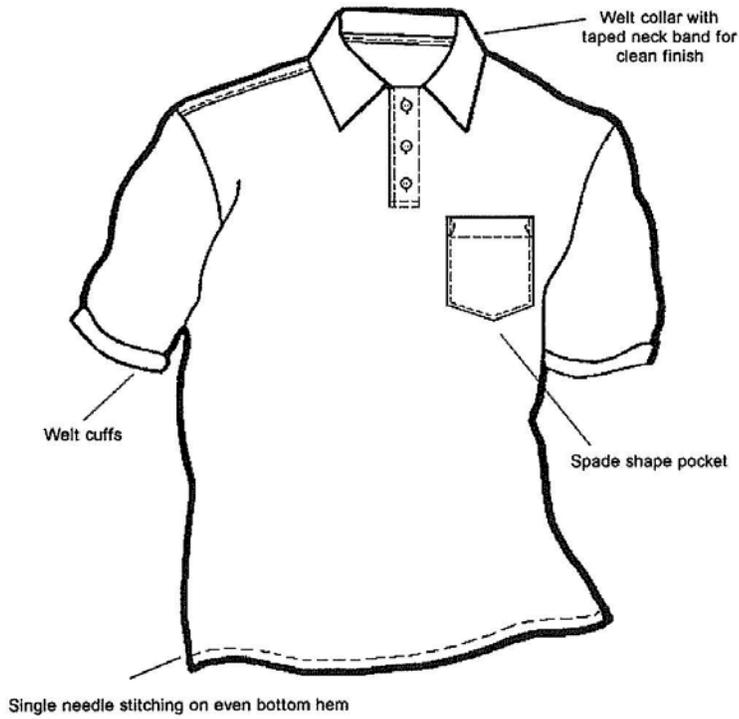
Available Colors:



Order Size	S	M	L	XL	2XL	3XL
Chest Measurement	32"-34"	36"-38"	40"-42"	44"-46"	48"-50"	52"-54"
Back Length	29"	30"	31"	32"	33"	34"
Sleeve Length (from shoulder seam)	10½"	11"	11 ½"	12"	12 ½"	13"



259
ProKnit NG™ Shirt





ADDENDUM 4: CINTAS CONTACT INFORMATION

Below is a contact list of various departments within Cintas. Please keep this for your reference.

<u>DELIVERY DAY:</u>	Tuesday
<u>ROUTE SERVICE REPRESENTATIVE (DRIVER):</u>	John Baird 21 years of service
<u>SALES REPRESENTATIVE:</u>	Joe Storz 616.560.9583 10 years of service
<u>SERVICE MANAGER:</u>	Troy Foster 616.791.6300 ext. 55809 3 years of service
<u>CUSTOMER SERVICE REPRESENTATIVE:</u>	Hillary Marcusse 616.791.6300 ext. 55808 3 years of service
<u>ACCOUNTS RECEIVABLE:</u>	Lisa Holznagel 616.791.6300 ext. 55842 14 years of service
<u>GENERAL MANAGER:</u>	John Naklizki 616.791.6300 ext. 55820 15 years of service



ADDENDUM 5: ACCOUNTS RECEIVABLE INFORMATION

Cintas' payment terms require full payment for the previous month's service by the 10th of the following month. A 1.5% finance charge will be automatically charged on any balance that is 60 days or older past due. Please make sure that your payment reaches us by the 25th of each month. This will ensure that it will be credited to your account prior to the close of the month.

Cintas has designed a receivable system that makes your payment procedure easier. Each month we send you a two-part statement. One part is for your records and one part is to return to us with your payment. Our receivable system is known as "open item". This means that each invoice shows on the statement until paid, instead of being lumped into the forward balance. If you are not set up to receive a monthly statement or need invoices mailed to a different address, please contact me and we can make any necessary changes.

Our desire is to service our customers in the best possible way. If you have any questions or concerns, please do not hesitate to call me. Thank you for choosing Cintas.

Sincerely,

Lisa Holznagel
616.791.6300
ext. 55842



**ADDENDUM 6: INVOICE AND GARMENT CHECK
SHEET**



Simple Invoice

Your weekly invoice lists all of the products and services we delivered that week.

LINE NO.	SOIL CNT	UNIT	QTY	DESCRIPTION OR EMPLOYEE NAME	EMP. NO.	ITEM NO.	QUANTITY ORDERED	QUANTITY ISSUED	PRICE	AMOUNT	TAX
1				SEP TWS FOLDED-RED	UF	2178	100	100			
2				BVY DTY SCRUB SVC	UF	9314	1	1			
3				COMFORT SHIRT	UF	935	11SH		\$.XX	\$X.XX	
4				COMFORT PANT	UF	945	11PT		\$.XX	\$X.XX	
5				SELAN MEMPON	UF	1			\$.XX	\$X.XX	
6				COMFORT SHIRT	UF	935	11SH		\$.XX	\$X.XX	
7				CARGO PANT	UF	270	14PP		\$.XX	\$X.XX	
8				CARGO SHORT	UF	370	3 PT		\$.XX	\$X.XX	
9				HEM BAKER	UF	2			\$.XX	\$X.XX	
10				CASHMERE SHIRT	UF	384	3 SH		\$.XX	\$X.XX	
11				CASHMERE PANT	UF	383	7 PT		\$.XX	\$X.XX	
12				TERRY BROWN	UF	3			\$.XX	\$X.XX	
13				COMFORT SHIRT	UF	935	11SH		\$.XX	\$X.XX	
14				COMFORT PANT	UF	945	14PT		\$.XX	\$X.XX	
15				HEIC SUITON	UF	4			\$.XX	\$X.XX	
16				WOMEN'S SHIRT SET	UF	205	12SH		\$.XX	\$X.XX	
17				WOMEN'S PANT CATHY	UF	5	14PT		\$.XX	\$X.XX	
18				MARY HITTMAN	UF	5			\$.XX	\$X.XX	
19				SERVICE CHARGE	F	1 X	106				
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- Customer Number**
This unique number is assigned to your Cintas uniform account
- Route Number**
The route (or truck) delivering your uniforms weekly
- Route Day**
The day of the week your uniforms are delivered
- Employee and Garment Selection**
Identifies the garment style, by description, by employee
- Item Number**
Identifies the garment by style number
- Inventory**
This is the total number of garments "in the system" for each employee
- Price Per Garment**
Pricing by garment allows for flexibility by employee
- Subtotal by Employee**
Easily identify subtotals by employee
- Even Billing**
A monthly statement summary is sent reflecting the weekly activity for that month. Payment is due by the 10th of the following month





INDIVIDUAL GARMENT CHECK SHEET

CINTAS CORPORATION #301 3149 WILSON DRIVE NW GRAND RAPIDS, MI 49544		CONTACT: MARK BOLEN		CHECK SHEET NO. 250000								
LOC. 001	ROUTE 00	DAY 2	CUST. NO. 09000	DEPARTMENT	CONTRACT STOP-SEQ. 9000 001	PICK UP DATE 1/05/10	DELIVER DATE 1/12/10					
ITEM 1		ITEM 2		OTHER								
EMP. NO.	ITEM DESCRIPTION OR CUST. EMPLOYEE'S NAME	ITEM NUMBER	CO	R	PK	INV	CL	SL/SIZE	PICK UP	DELIVER	PICK UP	DELIVER
0001	RIP HAMILTON	905			H	11	20	SS000L				
0002	RODNEY STUCKEY	905			H	11	20	RG000M				
0003	BEN WALLACE	905			H	11	20	SS000M				
0004	BEN GORDON	300			H	11	20	RGXXL				

COMMENTS:

CINTAS COPY

170-A (1/002)



ADDENDUM 7: PREVAILING WAGE

We should strike Section 2.204 Prevailing Wage (page 36) from the agreement, or have the state confirm in writing that the services we will provide are not subject to the prevailing wage law. Michigan's prevailing wage law applies to construction projects, not service agreements – so this provision should not apply at all to a uniform rental agreement. Having said that, its inclusion in the bid is confusing and may lead some to believe that we have an obligation to pay prevailing wage rates (similar to a living wage ordinance). Again, we should get clarity here either by removing the provision, or having a written confirmation from an authorized representative of the state acknowledging that this provision will not apply to Cintas.



ADDENDUM 8: CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. c/o Aon Client Services 4 Overlook Point Lincolnshire IL 60069 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Cintas Corporation and its Subsidiaries 6800 Cintas Blvd P.O. Box 625737 Cincinnati OH 45262 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Indemnity Co of Ct NAIC # 25682	
	INSURER B: Travelers Property Cas Co of America 25674	
	INSURER C: Westchester Fire Insurance Company 10030	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 570050452152 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input checked="" type="checkbox"/> LOC			HC2EGLSA472M4731TCT13	07/01/2013	07/01/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS Comp/Col \$0 Ded.			HC2E CAP 472M4651-TCT-13 AOS	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			G22035277008 SIR applies per policy terms & conditions	07/01/2013	07/01/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	HC2JUB472M470613	07/01/2013	07/01/2014	<input checked="" type="checkbox"/> WC <input type="checkbox"/> STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
Evidence of Coverage

CERTIFICATE HOLDER Cintas Corporation and its Subsidiaries 6800 Cintas Blvd. P. O. Box 625737 Cincinnati OH 45262 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
--	--

Holder Identifier : 91C
Certificate No : 570050452152



EVIDENCE OF COVERAGE	Policy Term 07-01-2013 to 07-01-2014
<p>This Evidence of Coverage is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Evidence of Coverage. This Evidence of Coverage does not amend, extend or alter the coverage described below. This Evidence of Coverage may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Evidence of Coverage without the consent of Aon is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Evidence of Coverage via www.AonLine.Aon.com. The information contained herein is as of the date referred to above. Aon shall be under no obligation to update such information.</p>	
<p>ADDITIONAL INFORMATION</p>	
<p><u>GENERAL LIABILITY</u></p>	
<p>ADDITIONAL INSURED WORDING: YOU are included as an Additional Insured on the General Liability policy where required by written contract executed prior to loss, but only for the limits agreed to in such contract or the limits of insurance of this policy, whichever is less.</p>	
<p>WAIVER OF SUBROGATION WORDING: Waiver of Subrogation applies in favor of YOU on the General Liability policy where required by written contract and only to the extent granted in that contract.</p>	
<p><u>AUTOMOBILE LIABILITY</u></p>	
<p>ADDITIONAL INSURED WORDING: YOU are included as an Additional Insured on the Automobile Liability policy with regard to any leased vehicle where their interests may appear.</p>	
<p>PHYSICAL DAMAGE COVERAGE: The Named Insured assumes all Liability for Physical Damage.</p>	
<p><u>WORKERS' COMPENSATION</u></p>	
<p>WAIVER OF SUBROGATION: Waiver of Subrogation Applies in favor of YOU on the Workers' Compensation policy with regard to work performed under a written contract that requires such an agreement and only to the extent granted in that contract.</p>	
<p>The existence of more than one insured, Additional Insured or other interests shall not serve to increase the limits of liability of the policy.</p>	
<p>The Company hereby authorizes Aon Risk Services of Ohio Inc. to issue certificates of insurance, or to display Evidence of Coverage, including any Mortgagee or Loss Payee clauses consistent with the foregoing.</p>	
<p>The Evidence of Coverage of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.</p>	



ADDENDUM 9 UNIFORM RENTAL PROGRAM Grand Rapids Home for the Veterans

RENTAL PROGRAM INCLUDES:

Employees individually measured and fitted.
Choice of long, short, or varied sleeve length.
Weekly inspection for repairs and replacements.
Garments counted and documented weekly.
One week turnaround for repairs, replacements,
and size changes.

Repairs at no charge.
Replacements at no charge.
Size changes at no charge.
Professional cleaning.

UNIFORM RENTAL SERVICES:

Standard Uniform Shirt	\$2.04 per piece
Standard Work Pant	\$2.25 per piece
Oxford Shirt	\$3.56 per piece
High Image Polo	\$3.38 per piece
ProKnit NG Polo	\$3.38 per piece
Cargo Pants	\$2.295 per piece
Work Shorts	\$2.255 per piece
Cotton Work Shirt	\$2.236 per piece
Cotton Work Pant	\$4.412 per piece
Carhartt Shirt	\$4.456 per piece
Carhartt 5 Pocket Jean	\$5.513 per piece
Carhartt Carpenter Jean	\$5.505 per piece

Name Emblems	\$1.00 each
Company Emblems	\$2.00 each
Direct Embroidery	\$3.00 each
Custom Company Emblems	Quote
Make-Up Charges	\$1.00 each - waived first 30 days
Uniform Advantage	\$.04 per garment

FACILITY SERVICES:

Shop Towels (10% L.R at \$.83 each)	\$.08 each per week
Service Charge (Fuel, Maintenance, Etc.)	\$6.95 Weekly