

**STATE OF MICHIGAN  
 DEPARTMENT OF MILITARY AND VETERANS AFFAIRS  
 STATE OPERATIONS – PURCHASING AND CONTRACTS  
 RESERVE FORCES SUPPORT CENTER  
 3423 N. MARTIN LUTHER KING JR BLVD, SUITE 320  
 LANSING, MI 48906**

**NOTICE OF CONTRACT NO. 511B6600006**  
 between  
**THE STATE OF MICHIGAN**  
**DEPARTMENT OF MILITARY AND VETERAN AFFAIRS**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Valley City Linen, Inc 10 Diamond SE Grand Rapids, MI 49506	Jeff Jeltema	jeff@vcl.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	616-459-6922	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
<b>PROGRAM MANAGER:</b>	DMVA	Brandon Grace	269-731-6632	brandon.a.grace.mil@mail.mil
<b>BUYER:</b>	DMVA	Jared Ambrosier	517-481-7655	ambrosierj@michigan.gov

<b>CONTRACT SUMMARY:</b>			
<b>DESCRIPTION:</b> Linen and Laundry Services Fort Custer Education Center			
<b>INITIAL TERM</b>	<b>EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>AVAILABLE OPTIONS</b>
One year	11/02/15	10/30/16	Four, One year options
<b>PAYMENT TERMS</b>	<b>F.O.B</b>	<b>SHIPPED</b>	<b>SHIPPED FROM</b>
Net 45	N/A	N/A	N/A
<b>ALTERNATE PAYMENT OPTIONS:</b>			<b>AVAILABLE TO MIDEAL PARTICIPANTS</b>
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>MINIMUM DELIVERY REQUIREMENTS:</b>			
N/A			
<b>MISCELLANEOUS INFORMATION:</b>			
N/A			
<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:</b>			<b>\$40,000</b>

**THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #051116B0006217. Orders for delivery will be issued directly by the Department of Military and Veteran Affairs through the issuance of a Purchase Order Form.**

**Notice of Contract #: 511B6600006**

<b>FOR THE CONTRACTOR:</b>	<b>FOR THE STATE:</b>
_____ Firm Name	_____ Signature
_____ Authorized Agent Signature	_____ Kimberly Graham Buyer Manager, CPPB Name/Title
_____ Authorized Agent (Print or Type)	_____ Department of Military and Veteran Affairs Enter Name of Agency
_____ Date	_____ Date



**STATE OF MICHIGAN**  
**Department of Military and Veterans Affairs**

Fort Custer Education Center Laundry and Linen Exchange Services

CONTRACT NO. 511B6600006

DMVA, State Operations, Purchasing and Contracts

Buyer Name: Jared Ambrosier  
Telephone Number: 517-481-7655  
Fax: 517-481-7644  
E-Mail Address: ambrosierj@michigan.gov

**Contract No. 511B660006  
Laundry and Linen Exchange Services**

**EXHIBIT A  
STATEMENT OF WORK  
CONTRACT ACTIVITIES**

**BACKGROUND**

The Fort Custer Training Education Center (FCEC) building operation consists of 244 billet rooms. There are 200 single rooms with Twin Beds and 44 rooms with a Queen Beds.

The primary customers at this facility are Army National Guard (ARNG) Soldiers and FCEC School attendees. These are military personnel who are allotted quarters in government facilities at the expense of the government. Secondary customers are military personnel who wish to and are granted permission to reside in the facility at their expense. Other non- DOD personnel who use the FCEC building are authorized to use facility at their own expense.

The linen exchange and laundry services contractor must provide all non-personal services for the operation and management of the FCEC Linen Exchange and Laundry Service to include, but not limited to, providing all necessary personnel, tools, transportation and materials necessary for the execution of the linen exchange and laundry requirement in accordance with commercial industry standards and practices. The linen exchange and laundry services are comprised of one (1) linen exchange location. Contracted personnel are required to provide the quantities of all received and delivered items as indicated on the documentation. Quantities will be verified by FCEC representative. Linen exchange services also include the maintenance of a linen inventory to accommodate unserviceable and/or emergency requirements. Laundry services will be on as needed basis for both FCEC owned goods and contractor owned goods.

**SCOPE**

The contractor will provide services to one (1) Fort Custer facility. The linen exchange service is provided for the use of the FCEC. The possibility exists however, that at some future point during the period of this contract additional linen exchange locations will be established on FT Custer. If that possibility materializes, then the Government will negotiate those changes at that time.

The contractor will provide linen sets for all 244 beds and with 150% overages stocked at FCEC. A linen set contains one fitted sheet, one flat sheet, one washcloth, one hand towel, one bath towel, one bath mat, one pillowcase. The FCEC will provide 100% of the blankets for the beds.

The sheets shall be a tone on tone striped beige or bone in color lines, size regular, with a minimum thread count of 250 to 300, cotton/polyester blend must be disclosed in bid documents. Linens must be machine wash and dry, permanent press blend with no iron finish. Sewn in seems to match sheets with chlorine safe fast thread sewn into the hems to identify size identifications. First quality only, domestic mills only.

The bath towels and bath mat shall be a neutral color, midgrade hotel quality. Heavyweight 100% cotton loop towel or 86% cotton 14% polyester blend (no other blends accepted). To endure institutional washing. Cam border, no doby borders, accepted with bleed and fade resistant. Machine Wash and Dry. First Quality Only; Domestic Brands Only.

Items to be exchanged and/or laundered

ITEM	DESC.	Annual Estimated Quantity
Flat Twin Sheet COG	Twin 66"x96"	6768
Fitted Knitted Twin Sheet COG	Twin 39" x 75"	6144
Pillow Slips COG	Size 21" X 27"	12260
Flat Queen Sheet COG	Queen 90" X 102"	2160
Fitted Queen Sheet COG	Queen 60" x 80"	2208
Wash Clothes COG	Size 13" X 13"	17400
Hand towels COG	Size 16" X 27-30"	10240
Bath mats COG	Size 20-22" X 34"	7688

Bath towels COG	Size 22x44	8760
Bath towel NOG	Size 24-27" X 50"	7448
Hand towel NOG	Size 16" X 27-30"	6744
Wash cloth NOG	Size 13" X 13"	2128
Bath mats NOG	Size 20-22" X 34"	4120
Queen Fitted Beige NOG	Queen 60" x 80"	Less than 50
Queen Flat Beige NOG	Queen 90" X 102"	Less Than 50
Pillow Slips NOG	Size 21" X 27"	400
Blankets NOG		332
Linen Handler	Laundry Cart Loads	176

**Additional items may be added at the Government's request. Pricing will be negotiated at the time of request.**

VCL will provide the following towels and linens:

RSVP Brand Terry Goods  
 Bath Towel 24x50 10#, 100% Cotton Loop, White, cam border  
 Hand Towel 16x27 3#, 100% Cotton Loop, White, cam border  
 Wash Cloth 12x12 1#, 100% Cotton Loop, White, cam border  
 Bath Mats 20x30, 7#, 100% Cotton Loop, White, cam border

BLC Brand Bed Linen  
 Twin Flat 66x104, T-180, White  
 Twin Fitted 36x84x12, 21 oz. per sq. yd, White  
 Pillow Case, 42x36, T-180, White

ADI Brand Bed Linen  
 Queen Flat 90x115 T-180, Bone  
 Queen Fitted, 60x84x12, Bone  
 Pillow Slips, 42x36, T-180, Bone

The Government will provide space for the storage of linens and laundered items.

The contractor must provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate(s) who shall act in the absence of the manager shall be designated in writing to the contracting officer.

Jeff Jeltema  
 616-459-6922  
 800-648-1752  
[jeff@vcl.com](mailto:jeff@vcl.com)

Anna Anderson  
 616-459-6922  
[anna@vcl.com](mailto:anna@vcl.com)

The contract manager or alternate shall be available during normal duty hours within 2 hours to meet on the installation with Government personnel designated by the contracting officer to discuss problem areas. The contract manager and alternate(s) must be able to read, write, speak and understand English.

#### Recognized Holidays

The contractor is not required to provide routine service on the following days unless specifically requested in advance: New Years Day, Martin Luther King Jr's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day

NOTE: Any of the above holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday. In addition, any day declared a holiday for the Federal Workforce by the authority of the President of the United States will be recognized holiday.

### **REQUIREMENTS**

#### **1. General Requirements**

#### **2. Service Levels**

##### **2.1 Service Requirements**

The contractor will provide requested items in the requested quantities for a twice weekly laundry exchange service. The delivery and exchange service will take place every Monday and Thursday. All exchanged items will be clean, dry, folded, bundled, and counted. All turned-in items will be inventoried and verified by FCEC representative. All received items will be inventoried and verified by FCEC representative. Damaged items and shortages due to Government negligence, must be identified, recorded, brought to the attention the FCEC staff, and verified by the FCEC management.

The contractor shall either provide documentation of received and delivered items or sign FCEC documentation indicating quantities received or delivered. The contractor shall verify quantities of received or delivered items by. The contractor must validate the actual quantities of received or delivered items with FCEC representative or FCEC directed personnel.

The Contractor will be solely responsible for determining the means and methods for performing the laundry services. However, the Contractor will perform these services in accordance with customary and reasonable industry standards, such as, but not limited to JCAHO, OSHA, etc.

Soiled laundry is to be processed using conventional disinfecting methods with hot water and bleaching agent to sanitize.

Contract shall provide special processing to adequately remove stains that include: mildew, rust, food, stains, grease and ink.

In addition to specific sanitation standards, contractor shall conform to standards of sanitation generally accepted in the laundry industry. In addition, all Center for Disease Control and Prevention, Health and Safety Information Systems and State Guidelines shall be observed.

The Contractor shall launder all agency linens separately from other clients' laundry.

Items which fail to meet agency standards shall be re-washed, dried, finished in accordance with acceptable commercial and/or health standards or better at no additional cost to the Agency. Any items which are damaged or stain shall be replaced and credited on the next invoice.

Sheets shall be folded into quarters lengthwise and then in half, and quartered again. Fitted sheets must be packaged separately from flat sheets. Pillowcases shall be folded into quarters lengthwise.

Bath towels shall be folded in half lengthwise and then folded in half again. Hand towels shall be folded in half lengthwise. Washcloth towels shall be flat.

All terry goods are laundered, dried and folded tied in bundles. Folding methods will be the same as are currently being provided to FCEC. Sheets and pillow cases are laundered, pressed and plastic wrapped in bundles. An invoice is provided with each delivery detailing the quantities delivered.  
We are able to provide rental service or laundering of Fort Custer owned goods.

## 2.2 Reporting

The Contractor must submit to the program manager, documentation of received and delivered items or sign FCEC documentation indicating quantities received or delivered. The contractor shall verify quantities of received or delivered items by. The contractor must validate the actual quantities of received or delivered items with FCEC representative or FCEC directed personnel.

## 2.3. Meetings

The Contractor must attend the following meetings:

There will be an annual kick-off meeting at the beginning of each year of the contract.

The State may request other meetings as it deems appropriate.

## 3. Staffing

### 3.1. Contractor Representative

The Contractor must appoint one account manager, individuals, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning a new Contractor Representative.

Jeff Jetlema 616-459-6922 jeff@vcl.com
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### 3.2. Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.

800-648-1752
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### 3.3 Disclosure of Subcontractors

No Subcontracting is allowed on this bid.

### 3.4 Security

The Contractor must explain any additional security measures in place to ensure the security of State facilities. The Contractor's staff may be required to make deliveries to or enter State facilities. The contractor must: (a) explain how it intends to ensure the security of State facilities, (b) whether it uses uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks. The State may require the Contractor's personnel to wear State issued identification badges.

### 3.5 Staffing Miscellaneous

Contract personnel shall present a neat and well-groomed appearance and act in a professional manner. During periods of warm weather, the wear of sleeved T-shirts as outer garments is permitted however, T-shirts must be plain or only display the company logo.

Prohibited apparel is as follows. Apparel in a ragged or frayed condition, tank tops, halter tops, crop tops, sleeveless shirts, mesh and see through garments, exposed clothing with obscene or advertising logos or undergarment type shirts worn as exterior clothing, gym or sweat suit apparel, other abbreviated attire, or any clothing that in the judgment of the Government could present an unfavorable image or cast discredit upon the installation, its personnel, or the Michigan National Guard.

The contractor and its employees shall comply with the Army smoking policy as described in federal and local policies. In accordance with DoDI 3020.37, Continuation of Essential DOD Contractor Services during Crisis, this service has been identified as not a mission essential service.

The contractor shall establish a safety and occupational health program for itself and any subcontractors that is consistent with requirements of the Occupational Safety and Health Administration (OSHA), Title 29, Code of Federal Regulations. The contractor must also provide personnel protective equipment and training consistent with applicable standards. The contractor shall identify and comply with all applicable federal, state, and local statutes, applicable DoD and US Army instructions, manuals, handbooks, guidance and policy memos.

The contractors are solely responsible for compliance with OSHA standards and the protection of their employees. A significant interest for the Michigan National Guard is to protect personnel working in or around contractor operations and National Guard equipment and property to ensure a safe and healthy work environment for its personnel. This is accomplished by contractor abatement of hazardous conditions, application of administrative controls, and the use of PPE. Immediately report to the Fort Custer Safety Office (Building 3650), all mishaps involving serious personnel injuries, fatalities, and/or government property/equipment damage occurring on the job. The contractor shall not disturb the mishap scene until proper officials authorize movement. Any time the Contracting Officer becomes aware of the contractor's non-compliance with safety directives that could cause injury to Michigan National Guard personnel or damage to FT Custer, he/she will inform the contractor. The contractor shall take immediate steps to correct the situation. Coordinate any activity performed by the contractor that has the potential to expose DoD or other personnel to chemical, biological and/or radiological hazards with the base Engineering and Environmental Management Office prior to performing the activity.

#### **4. Pricing**

##### **4.1. Price Term**

Pricing is firm for the entire length of the Contract.

#### **5. Ordering**

##### **5.1. Authorizing Document**

The appropriate authorizing document for the Contract will be an annual purchase order.

#### **6. Delivery**

##### **6.1. Delivery Programs**

The contractor shall make all scheduled pick-ups and deliveries. The Government must be made aware of all delayed pick-ups and deliveries. The Government reserves the right to request additional pick-ups and deliveries. Such requests will be made at a minimum of 36 hours in advance. Pick-up and delivery location: Building 2900, 2501 26th Street, Augusta, MI 49012. Hours for pick-up and delivery: 0700 to 1600.

#### **7. Invoice and Payment**

##### **7.1. Invoice Requirements**

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price.

Monthly invoice of services shall also be received from the contractor no later than the third working day of the next month. The contractor shall consolidate and verify all received and delivered quantities on the monthly invoice.

##### **7.2. Payment Methods**

The State will make payment for Contract Activities by EFT through the annual purchase order.

#### **8. Liquidated Damages**

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Valley City Linen (“**Contractor**”), a Michigan owned corporation. This Contract is effective on November 2 2015 (“**Effective Date**”), and unless terminated, expires on October 31 2016.

This Contract may be renewed for up to four additional one year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Jared Ambrosier 3423 N. MLK Jr Blvd Lansing MI 48823 Ambrosierj@michigan.gov 517-481-7655	Jeff Jeltema, VP, 10 Diamond SE, Grand Rapids MI. 49506 <a href="mailto:jeff@vcl.com">jeff@vcl.com</a> 616-459-6922

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Jared Ambrosier 3423 N. MLK Jr Blvd Lansing MI 48823 Ambrosierj@michigan.gov 517-481-7655	Jeff Jeltema, VP, 10 Diamond SE, Grand Rapids MI. 49506 <a href="mailto:jeff@vcl.com">jeff@vcl.com</a> 616-459-6922

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Brandon Grace Fort Custer Education Center Augusta MI 49012 <a href="mailto:brandon.a.grace.mil@mail.mil">brandon.a.grace.mil@mail.mil</a> 269-731-6632	Jeff Jeltema, VP, 10 Diamond SE, Grand Rapids MI. 49506 <a href="mailto:jeff@vcl.com">jeff@vcl.com</a> 616-459-6922

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	

<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

**7. Reserved**

**8. Reserved**

**9. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

**10. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will

have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.
22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

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. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.

28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Reserved**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; 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 or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

**33. Reserved**

**34. Reserved**

**35. Reserved**

**36. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

**37. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

**38. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the

award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Reserved**
41. **Reserved**
42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the 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 of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

50. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.
51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

## Fort Custer Education Center Laundry Services

### EXHIBIT C PRICING

Payment Terms 0% NET 45 Days

COG (Contractor Owned Goods) NOG (Non-Owned Goods, Owned by FCEC)

ITEM	DESC.	Annual Estimated Quantity	Cost per Each
Flat Twin Sheet COG	Twin 66"x96"	6768	.55
Fitted Knitted Twin Sheet COG	Twin 39" x 75"	6144	.55
Pillow Slips COG	Size 21" X 27"	12260	.21
Flat Queen Sheet COG	Queen 90" X 102"	2160	.88
Fitted Queen Sheet COG	Queen 60" x 80"	2208	.88
Wash Clothes COG	Size 13" X 13"	17400	.12
Hand towels COG	Size 16" X 27-30"	10240	.20
Bath mats COG	Size 20-22" X 34"	7688	.50
Bath towels COG	Size 22x44	8760	.39
Bath towel NOG	Size 24-27" X 50"	7448	.45
Hand towel NOG	Size 16" X 27-30"	6744	.15
Wash cloth NOG	Size 13" X 13"	2128	.08
Bath mats NOG	Size 20-22" X 34"	4120	.50
Queen Fitted Beige NOG	Queen 60" x 80"	Less than 50	.80
Queen Flat Beige NOG	Queen 90" X 102"	Less Than 50	.80
Pillow Slips NOG	Size 21" X 27"	400	.12
Blankets NOG		332	2.00
LINEN HANDLER		180	6.90
Delivery Charge			8.95