



STATE OF MICHIGAN
TERRI LYNN LAND, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

November 3, 2008

Re: Invitation To Bid – Automated Teller Machines (ATMs) in Secretary of State Branch Offices

The Michigan Department of State (MDOS) prides itself on providing the best service possible to our customers. We are always looking for innovative ways to help our customers have the best customer service experience possible. By providing the added convenience of ATMs at our branch offices, we would enhance our ability to do just that.

The Department of State currently operates 146 branch offices located throughout Michigan. Over 15 million transactions were processed by the branch offices in FY07. MDOS would like to provide customers with Automated Teller Machine (ATM) access and functionality in MDOS branches (locations TBD) throughout the state.

Attached is an Invitation to Bid for this purpose.

All communication covering this procurement and questions concerning the RFP are to be submitted, in writing, no later than 3 p.m. November 24, 2008 to:

Barb Mazner, Buyer
MDOS Purchasing Services
430 W. Allegan, 4th floor
Lansing, MI 48918
Email: MaznerB@michigan.gov
Phone: 517-335-2754

All questions must be submitted in writing and sent as an attachment in Microsoft Word or Rich Text Format (RTF) to MaznerB@michigan.gov.

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**STATE OF MICHIGAN
DEPARTMENT OF STATE
Department Services Administration
Purchasing Services Unit
430 W. Allegan, 4th Floor
Lansing MI 48918**

INVITATION TO BID FORM

RETURN BID TO: Barb Mazner, Buyer MDOS, Purchasing Services 430 W. Allegan 4 th Floor, Austin Building Lansing, MI 48918	BID DUE: 12/17/2008 3:00 P.M.
MDOS CONTACT: Barb Mazner, Buyer 517-335-2754	
VENDOR CONTACT: VENDOR PHONE:	
TOTAL BID: \$ (See attachment A)	
MISCELLANEOUS INFORMATION: <p>The undersigned certifies that he/she offers to furnish materials and/or service in strict accordance with the requirements of the bid including instructions and conditions; that prices quoted are correct; and this bid may not be withdrawn for a period of 120 days from the due date noted above.</p>	
X _____ <div style="display: flex; justify-content: space-around; width: 100%;"> Signature (in ink) Date </div> _____ <div style="text-align: center;">Name (print or type)</div>	

FOR THE VENDOR:

FOR THE STATE:

Firm Name
Authorized Agent Signature
Authorized Agent (Print or Type)
Date

Signature Barb Mazner
Name Buyer
Title
Date

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**STATE OF MICHIGAN
Department of Management and Budget
Purchasing Services**

Request For Proposal No. [2311 92001](#)
[Automated Teller Machines \(ATM\) and Service at MDOS Branch Offices](#)

Buyer Name: [Barb Mazner](#)
Telephone Number: [517-335-2754](#)
E-Mail Address: MaznerB@michigan.gov

Estimated Timeline:

Key Milestone:	Date:
Issue Date	11-3-2008
Pre-Bid Meeting/Site Visit	N/A
Questions Due	11-24-2008
Bid Due Date	12-17-2008
Anticipated Contract Start Date	2-1-2009

RFP Checklist for Bidder Proposal Contents and Responsiveness

This checklist is provided for your convenience to help remind you of the important requirements of the RFP. The list may not be all inclusive. The bidder is responsible to read the RFP and submit all the required responses. If you have any questions concerning these requirements please contact the Buyer listed on the front page of this RFP document.

Article 1 & Attachment A:

_____ Responses have been provided for all items requested in Article 1, Statement of Work, as requested. Technical Proposal Requirements have been met and responses are included within the format designated by the State in Article 3.

_____ Price Proposal, Article 1, Section 1.6, for the project has been included in your proposal, according to the instructions laid out in Article 3 and using the format in Attachment A. If the RFP requires that pricing be sealed separately, these directions must be followed, or the proposal may be viewed as noncompliant.

Article 2:

_____ Statement that a Certificate of Insurance will be provided as a condition of award has been included.

_____ Acknowledgment and concurrence with each term and condition listed in Article 2 of the RFP/RFP document has been provided within your proposal, with any comments or issues clearly identified.

Article 3:

_____ Attended any mandatory pre-bid meetings or site visit listed in Article 3.

_____ The complete proposal was submitted to the appropriate location and on time, with one signed original, the appropriate number of additional copies, and the instructed number of copies of the electronic version, on 3.5-inch disks or CD. Hard copy and electronic versions of pricing were sealed separately, if instructed to do so in Article 3.

_____ Bond requirements were met and submitted with the proposal (if applicable) per Article 3.

Article 4:

_____ Complete all items contained in Article 4, Certifications and Representations, initialing each paragraph requiring an initialed response, acknowledging each certification & representation, and providing all required information.

Article 5:

_____ Responses have been provided for all items requested in Article 5.

Other:

_____ The Invitation to Bid Form and a copy of the Certifications & Representations have been signed by an individual authorized to legally bind your company and the original signature copy has been submitted. Please note that for some responses the Invitation to Bid Form, which includes pricing, must be sealed separately from the technical response, according to the bidding instructions provided in Article 3. In cases requiring the pricing to be sealed separately, a signed Invitation to Bid Form with the pricing field left blank should also be included with the technical response.

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Attachment A, Cost/Price Proposal

DEFINITIONS

“Days” means calendar days unless otherwise specified.

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

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

“Audit Period” has the meaning given in **Section 2.112**.

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

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

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

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

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

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

“MDOS” means Michigan Department of State

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

“Excusable Failure” has the meaning given in **Section 2.244**.

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

“Incident” means any interruption in Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 1 – Statement of Work (SOW)

Note to bidders: Proposals must include detailed responses to all tasks as requested in Article 1 and provide all information requested in Article 5. Bidders should provide thorough responses to each task, or, when appropriate, state their agreement that the Bidder will provide the requested services. Bidders are encouraged to provide detailed responses in order to allow the State to fully evaluate the Bidder's capabilities.

As stated in Section 3.012 of this document, Bidders are reminded that the sole point of contact concerning the RFP is the Buyer, listed on the cover page of this document, in MDOS-Purchasing Services. Any communication by a potential Bidder in regards to this RFP with anyone other than the Buyer during the RFP process may result in disqualification and/or debarment.

Throughout this RFP, language referring to Contract or Contractor(s) refers to any Contract awarded from this RFP. This RFP in itself is not to be construed as a Contract.

1.010 Project Identification

1.11 Project Request

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the installation and maintenance of Automated Teller Machines (ATMs) at MDOS Branch Offices located throughout the state of Michigan.

This is a Request for Proposal (RFP) for the *Michigan Department of State*. This is a formal request to prospective bidders to solicit bids or price quotations. Bidders must submit written proposals according to the instructions contained within this document, discussing how they will meet the specific requirements.

Any awarded Contract(s) between the State and any awarded Contractor(s) is a separate document, whose terms are limited by Article 2.

1.012 Background

The Michigan Department of State (MDOS) prides itself on providing the best service possible to our customers. We are always looking for innovative ways to help our customers have the best customer service experience possible. By providing the added convenience of ATMs at our branch offices, we would enhance our ability to do just that.

The Department of State currently operates 146 branch offices located throughout Michigan. Over 15 million transactions were processed by the branch offices in FY07. The Department of State offices accept cash, checks or money orders. Credit cards are accepted, only at the 35 PLUS offices and SUPER!Centers, which take Discover and MasterCard at the counter - a nominal 2.0 percent service fee is charged when using a Discover or MasterCard.

The MDOS would like to provide customers with Automated Teller Machine (ATM) access and functionality in MDOS branches (locations TBD) throughout the state.

1.020 Scope of Work and Deliverables

1.21 In Scope

The Michigan Department of State is seeking to contract with a qualified contractor(s) to provide Automated Teller Machine (ATM) services at branch offices (locations TBD) throughout the state of Michigan. Since this contract is a "no cost" contract for the State, consideration will be given to Vendors who propose to share a portion of any fees collected with the State.

MDOS understands that a single contractor may not be able to provide service to every branch office. Proposals may be submitted for less than the full number of branch office locations. Proposals must state if the vendor is willing to provide less than the full number of sites proposed or if the proposal is an "all or nothing" offer. "All or nothing" proposals will be considered, but only if providing service to all locations in

combination with other proposals, if necessary. Therefore, proposals will be evaluated to consider the best option for the State, whether a single contract or a combination of several.

Bidder Response:

--

1.022 Objectives

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:

The contractor would be required to provide an ATM and associated service/maintenance for each MDOS branch location (TBD). The Vendor agrees to provide the ATM to the various branch office locations at no cost to MDOS, initial or otherwise, for the duration of the contract. MDOS assumes no liability for any damage to, or theft from the provided ATM. MDOS may cancel this contract and require removal of any associated equipment with a 30-day written notice at any time during the contract, for breach of any of the terms of this agreement. Upon completion of the contract term, all owned equipment shall be retrieved by the Vendor at no cost to MDOS. Thirty days after termination of the agreement, any unclaimed equipment shall become property of MDOS and subject to disposal.

1.023 Installation Requirements:

The Contract Compliance Inspector (CCI) must approve the location of any equipment required in writing, prior to installation. MDOS shall provide un-metered electricity for use by the ATM.

The following must be provided, at the Contractor's expense:

- a. A current model, handicapped accessible ATM machine in good operating condition and any required fixtures. No equipment or trade fixtures and other personal property used by Contractor in its business, whether or not attached to the concession space or any improvements thereon, shall be installed without the prior written approval of MDOS. No third party advertising shall be allowed on any ATM unless approved in writing by the contract administrator.
- b. Telephone lines and/or data communications installation and maintenance, including monthly charges, required for ATM operation.
- c. Complete transportation and installation of the ATM.
- d. Installation of additional electrical outlets, if needed.
- e. Removal of the ATM upon contract termination, including restoring the ATM location to pre-installation condition. Upon contract termination, ownership of all telephone lines or other location improvements shall revert to MDOS. Any property not so removed by Contractor upon termination shall become a part of the realty on which it is located and title thereto transfer to MDOS.
- f. Detail your timeline and plan for equipment installation, assuming a contract award start date of **2-1-2009**.

Bidder Response:

--

1.024 Equipment Maintenance and Service

Contractor will be expected to re-supply the ATM with cash within twenty-four (24) hours of receiving a report of a cash-out situation and to restore a non-operating machine to normal operation within twenty-four (24) hours. Contractor shall include the re-supply and service of the ATM on a schedule adequate to serve the demand.

Contractor shall be responsible for establishing a regular schedule for ATM supply and cleaning. Preventative maintenance shall be carried out per manufacturer's recommendations. Such routine service and supply tasks shall be carried out during regular operating hours, unless other arrangements are negotiated with and agreed to by the Contract Compliance Inspector (CCI).

The Contractor shall be required to keep the ATM in good working order and in reliable service with a minimum of customer complaints. MDOS will notify the Contractor, in writing, of complaints and shall

require the Contractor to provide written resolution of such complaints within thirty (30) days. If, in the opinion of the Contract Compliance Inspector (CCI), the installed ATM is unreliable, or in poor working order, or if the Contractor has exhibited a pattern of poor service or is unresponsive to customer complaints, the CCI may request a meeting between the Contractor, MDOS Purchasing staff and the CCI in order to resolve the poor performance issues. Should the meeting not result in improved performance, MDOS shall have the right to cancel the contract on thirty (30) days written notice.

The Contractor shall provide a service level agreement that ensures downtime and other potential problems are kept to a minimum, identified, communicated and resolved promptly. The service level agreement shall include thresholds for the following: problem reporting, downtime, response time and resolutions.

Contractor shall display the name of the firm and phone number to contact if ATM fails on each ATM. Instructions for use and fees to be charged shall be plainly posted on the ATM. Contractor is responsible for resolving all problems customers encounter when using the ATM.

Contractor shall control the conduct and demeanor of its agents and employees. Upon objection from MDOS concerning conduct or demeanor of any such person, the Contractor shall immediately take all lawful steps to remove the cause of the objection. Contractor agrees to supply and require its employees to wear suitable attire and to wear identification, the form for which shall be subject to prior and continuing approval of MDOS.

Describe in detail your program of preventative maintenance and regular replacement of worn and/or malfunctioning equipment.

Describe your service and supply capabilities (in-house or subcontracted), including distance from and expected response time to each of the branch offices you propose to provide with an ATM.

Bidder Response:

1.025 ATM services provided and fees charged:

ATM services shall consist, at a minimum, of the following services:

- a. Withdrawals from savings or checking, including debit card.
- b. Cash advance from credit card.

Customers may be charged transaction fees, not to exceed \$2.00 per transaction, only for cash withdrawals, not for any other services. Specify in your proposal the fee to be charged to the customer. Specify the amount, if any to be paid to MDOS per transaction. ATM services must be provided at a cost per transaction that is competitive with similar services in the immediate area, and offer a variety of financial networks to choose from. Contractor may not change the type of ATM services or transaction fees without written authorization of the contract administrator.

Describe your current ATM network affiliation(s).

Bidder Response:

1.26 Equipment description

Describe the equipment that your company will provide in fulfillment of this agreement. The machine to be provided should be top-of-the-line, state-of-the-art units. The Vendor must provide descriptive information of the proposed equipment, including any environmental requirements.

Bidder Response to Task:

1.030 Roles and Responsibilities

1.31 Contractor Staff, Roles, and Responsibilities

Contractor shall identify the roles of key personnel to be used on this project, including who will serve as primary contact for all work. Primary contact information must include office phone, email address, and cell phone if available. The contractor shall identify a Contract Project Manager.

Following are the roles and responsibilities of the Contractor Project Manager:

- The Contractor Project Manager shall carry out this project under the direction and control of the Michigan Department of State.
- The Contractor Project Manager will be responsible for project communication and work closely with the MDOS Project Manager and applicable landlords of leased space to ensure all commitments identified in the Statement of Work and the Project Plan are met.
- The Contractor Project Manager will be responsible for the activity and management of the Contractor project team.
- The Contractor Project Manager shall communicate project status, possible delays, issues, or complications to the MDOS Project Manager.

The Contractor shall provide a project team that possesses talent in the development, installation and support of the system. The Contractor shall also have an accessible customer service department with an individual specifically assigned to Michigan Department of State (MDOS) accounts. The Contractor's customer service must respond to Michigan Department of State inquiries promptly.

Bidder Response:

1.40 Project Plan

1.41 Project Plan Management

The contractor shall propose a project plan for the project. Plan shall include methods, tools and processes proposed to oversee the project, address issues/changes as they may arise, and keep the appropriate parties apprised of progress.

The Contractor will carry out this project under the direction and control of the Michigan Department of State Personnel identified as the Contract Compliance Inspector in Section 2.022.

Bidder Response:

1.42 Reports

Activity reports detailing the number of transactions, dollars dispersed, and a breakdown of the fees collected from users and those due MDOS, if applicable, will be required on a monthly basis detailing each ATM location.

The Contractor shall grant to MDOS the right to audit Contractor's books and records for its operations at all locations covered by this agreement and agrees to make available to MDOS, or its authorized representative, at any time, Monday through Friday inclusive, between the hours of 9:00 a.m. and 5:00 p.m. at the offices of MDOS or Contractor's home office, at MDOS election, all records, books and pertinent information as may be required for audit purposes.

Describe your method of recording, checking and reporting transactions. Include a sample report similar to those that would be provided in performance of this contract.

Bidder Response:

1.050 Acceptance

1.51 Criteria

Deliverables will not be considered complete until the Department has formally accepted them. The following criteria will be used by the Department to determine Acceptance of the services and/or deliverables provided under this SOW.

Product Deliverables

All hardware, software and accessories delivered in working condition on time.

Service Deliverables

Services include, but are not limited to, maintenance, training and support. The following criteria apply to service deliverables:

1. The training and maintenance/warranty services are conducted timely.
2. Department staff is properly trained and supplied documentation to support and use the equipment in accordance with the requirements of this contract and the accepted Vendor's proposal.

Document Deliverables

Documents include, but are not limited to, plans, design documents, user guides, and procedure manuals.

1.052 Final Acceptance - (Reserved)

1.060 Proposal Pricing

1.61 Proposal Pricing

General instructions for the cost proposal and how it will be scored:

The Buyer will score the cost proposals by prorating with the lowest cost proposal given the highest score. The formula is as follows: Calculation of points awarded to subsequent proposals will use the lowest dollar proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. This number is then multiplied by the number of points given to the cost section of the RFP, resulting in the cost proposal score.

$$\frac{\text{Lowest Proposed Cost (constant)}}{\text{Other Proposer's Cost (varies according to proposal being scored)}} \times \text{Maximum evaluation points given to cost} = \text{Score}$$

Format for submitting cost proposal: Use Cost/Price Proposal—Attachment A.

Submit one original plus **four (4)** copies. No mention of the cost proposal may be made in the response to the general, technical, performance, or support requirements of this RFP. Failure to follow this instruction may result in disqualification of your proposal.

Bidders are encouraged to offer quick payment terms (i.e. _____% discount off invoice if paid within _____ days). This information can be noted on the bidders price proposal and/or a separated attachment. This will be a factor considered in our award decision.

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

Bidder Response:

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1.062 Price Term

(X) Fixed with prospective re-determination at an agreed upon time

Fixed price period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for one year starting on the due date for proposals.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. MSOD Purchasing reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). MDOS Purchasing also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period. Requests for price changes shall be RECEIVED IN WRITING AT LEAST SIXTY DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. **The contractor remains responsible for performing according to the contract terms at the contract price for all orders received before price revisions are approved or before the contract is cancelled.**

1.063 Tax Excluded from Price

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

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

1.064 Tax Excluded from Price (Reserved)

1.70 Additional Requirements - (Reserved)

Article 2. Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of 5 years beginning February 1, 2009 through January 31, 2014. 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 Renewal(s)

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

2.003 Legal Effect

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

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

2.004 Attachments & Exhibits

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

2.005 Ordering

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

2.006 Order of Precedence

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

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

2.007 Headings

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

2.008 Form, Function & Utility

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

2.009 Reformation and Severability

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

2.010 Consents and Approvals

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

2.011 No Waiver of Default

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

2.012 Survival

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

2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the Michigan Department of State Purchasing. MDOS Purchasing Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. MDOS Purchasing Services **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within MDOS Purchasing Services for this Contract is:

Barb Mazner, Buyer
Purchasing Services
Michigan Department of State
430 W. Allegan, 4th floor
Lansing, MI 48918
Email: MaznerB@michigan.gov
Phone: 517-335-2754

2.022 Contract Compliance Inspector (CCI)

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

Wm. (Bill) Pruzinsky
Michigan Department of State
430 W. Allegan, 4th floor
Lansing, MI 48918
Email: pruzinskyw@michigan.gov
Phone: 517-241-4228
Fax: 517-335-3200

2.023 Project Manager

The following individual will oversee the project:

Wm. (Bill) Pruzinsky
Michigan Department of State
430 W. Allegan, 4th floor
Lansing, MI 48918
Email: pruzinskyw@michigan.gov
Phone: 517-241-4228
Fax: 517-335-3200

2.024 Change Requests

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

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

Change Requests:

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

2.025 Notices

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

State:
Michigan Department of State
Purchasing Services
Attention: Barb Mazner, Buyer
430 W. Allegan, 4th floor
Lansing, Michigan 48918

-
Contractor:
Name TBD
Address TBD

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

2.026 Binding Commitments

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

2.027 Relationship of the Parties

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

2.028 Covenant of Good Faith

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

2.029 Assignments

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

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

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

2.030 General Provisions

2.031 Media Releases

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

2.032 Contract Distribution

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

2.033 Permits

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

2.034 Website Incorporation

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

2.035 Future Bidding Preclusion

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

2.036 Freedom of Information

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

2.037 Disaster Recovery

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

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

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

2.042 Adjustments for Reductions in Scope of Services/Deliverables

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

2.043 Services/Deliverables Covered

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

2.044 Invoicing and Payment – In General

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

(b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor

category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

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

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and MDOS Purchasing Services. This activity will occur only upon the specific written direction from MDOS Purchasing Services.

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

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

2.045 Pro-ration

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

2.046 Antitrust Assignment

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

2.047 Final Payment

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

2.048 Electronic Payment Requirement

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

2.050 Taxes

2.051 Employment Taxes

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

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the

company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications

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

2.062 Contractor Key Personnel

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

(b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

(d) Contractor must not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

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

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

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on

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

2.064 Contractor Personnel Location

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

2.065 Contractor Identification

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

2.066 Cooperation with Third Parties

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

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

2.070 Subcontracting by Contractor

2.071 Contractor Full Responsibility

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

2.072 State Consent to Delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Michigan Department of State, Purchasing Services has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request

shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted 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 shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract.

2.074 Flow Down

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

2.075 Competitive Selection

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

2.080 State Responsibilities

2.081 Equipment

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

2.082 Facilities

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

2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT)

and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

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

2.092 Security Breach Notification

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

2.093 PCI Data Security Requirements

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure. The Contractor will contact the Michigan Department of State immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, will be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.

Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor will continue to treat cardholder data as confidential upon contract termination.

The Contractor will provide the Michigan Department of State documentation showing PCI Data Security certification has been achieved. The Contractor will advise the Michigan Department of State of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor will provide a time line for corrective action.

2.100 Confidentiality

2.101 Confidentiality

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

2.102 Protection and Destruction of Confidential Information

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

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

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.100** 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.

2.104 No Implied Rights

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

2.105 Respective Obligations

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

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

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

2.115 Errors

(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

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

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

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.
- (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the Contract.
- (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Michigan Department of State, Purchasing Services.

2.122 Warranty of Merchantability

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under

this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

2.123 Warranty of Fitness for a Particular Purpose

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

2.124 Warranty of Title

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

2.125 Equipment Warranty

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

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for the term of the contract commencing upon the first day following Final Acceptance.

Within 24 business hours of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

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

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it will pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

2.126 Equipment to be New

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

2.127 Prohibited Products

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

2.128 Consequences For Breach

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

2.130 Insurance

2.131 Liability Insurance

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

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

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

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/sos.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

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

1. Commercial General Liability with the following minimum coverage:
- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit

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

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

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

3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the

applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. Employers liability insurance with the following minimum limits:
 - \$100,000 each accident
 - \$100,000 each employee by disease
 - \$500,000 aggregate disease

- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

- 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to MDOS, Purchasing Services, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the MDOS Purchasing Services. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year

thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

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

2.142 Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

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

2.144 Patent/Copyright Infringement Indemnification

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

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace

or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

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

2.145 Continuation of Indemnification Obligations

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

2.146 Indemnification Procedures

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

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

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

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

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

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

2.152 Termination for Cause

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

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

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

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

2.153 Termination for Convenience

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

2.154 Termination for Non-Appropriation

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

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

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

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

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

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

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

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

2.158 Reservation of Rights

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

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.190** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 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 this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition

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

2.174 Contractor Software Transition

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

2.175 Transition Payments

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

2.176 State Transition Responsibilities

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

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

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. 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 will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.150**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not 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 this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the MDOS Purchasing Services, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within 60 calendar days, MDOS Purchasing Services, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

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

(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

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

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

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

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

2.202 Unfair Labor Practices

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

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.210 Governing Law

2.211 Governing Law

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

2.212 Compliance with Laws

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

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability

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

The Contractor's liability for damages to the State is limited to two times the value of the Contract or \$500,000 which ever is higher. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

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

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

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

(c) Contractor must make the following notifications in writing:

- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify MDOS Purchasing Services.
- (2) Contractor must also notify MDOS Purchasing Services 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 MDOS Purchasing Services within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

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

2.233 Bankruptcy

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

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

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

2.240 Performance

2.241 Time of Performance

(a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.241(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) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.

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

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

2.243 Liquidated Damages - The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix

the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under Section 2.120, the State is entitled to collect liquidated damages in the amount of \$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 under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

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

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

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

2.250 Approval of Deliverables

2.251 Delivery Responsibilities

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

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

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

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

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

2.252 Delivery of Deliverables

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

2.253 Testing

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

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

2.254 Approval of Deliverables, In General

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

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

(c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.253**.

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

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

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

2.255 Process For Approval of Written Deliverables

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

2.256 Process for Approval of Services

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

2.257 Process for Approval of Physical Deliverables

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 continuous Business Days for a Physical Deliverable). The State agrees to notify the Contractor in writing by the end

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

2.258 Final Acceptance

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

2.260 Ownership - (Reserved)

2.270 State Standards

2.271 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes – (Reserved)

2.280 Extended Purchasing - (Reserved)

2.282 State Employee Purchases – (Reserved)

2.290 Environmental Provision

2.291 Environmental Provision

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

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials:

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

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

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **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 shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this Contract.

Environmental Performance:

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

Article 3 – Bid Process and Evaluation Criteria

3.010 Introduction

3.011 Pre Bid Meetings – (Reserved)

3.012 Communications

The State will not respond to telephone inquiries or visitation by Bidders or their representatives. Bidder's sole point of contact concerning the RFP is the Buyer in the MDOS-Purchasing Services. Any communication outside of this process may result in disqualification or debarment or both.

3.013 Questions

Questions concerning the RFP are to be submitted, in writing, no later than [3 p.m. on 11-24-2008 to:](#)

Barb Mazner, Buyer
MDOS Purchasing Services
430 W. Allegan, 4th floor
Lansing, MI 48918
Email: MaznerB@michigan.gov

All questions must be submitted in writing and sent as an attachment in Microsoft Word or Rich Text Format (RTF). Changes to the RFP and answers to questions will be prepared as an addendum and posted on the State's web site under the corresponding bid number: www.michigan.gov/buymichiganfirst. The posted addendum officially revises and supersedes the original RFP. The addenda will be posted approximately 12-1-2008.

3.020 Award Process

3.021 Method of Evaluation

In awarding this Contract, proposals will be evaluated by a Joint Evaluation Committee (chaired by MDOS Purchasing Services). Accepted proposals will be reviewed by this committee and scored against the stated criteria. The committee may review references; request interviews/presentations conduct demonstrations and/or conduct on-site visits. The resulting information will be used to score the proposals. The Joint Evaluation Committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

3.022 Evaluation Criteria

The following chart represents the scoring of the particular factors:

The proposals will be scored using the following criteria:

	<u>Description</u>	<u>Points</u>
5.013	Staffing	100
5.012	Prior Experience	100
1.026	Equipment description	100
1.025	ATM services & network affiliations	25
1.042	Reports	50
1.024	Equipment Maintenance and Service	200
1.023	Installation Requirements	<u>25</u>
	Evaluation Point Threshold Sub-total	600
	User Transaction Cost	50
	MDOS Transaction Fee	<u>50</u>
	Pricing Points Sub-total	100
	TOTAL	700

Oral Presentation

Bidders who submit proposals may be required to make oral presentations of their proposals to the State. These presentations provide an opportunity for the Bidders to clarify the proposals through mutual understanding. MDOS Purchasing Services will schedule these presentations, if required.

Site Visit

The State may conduct a site visit to tour and inspect the Bidder's facilities. MDOS Purchasing Services will schedule these visits if required.

3.023 Price Evaluation

(a) Only those proposals receiving a score of 510 points or more of the maximum "Evaluation Point Threshold" possible score will be considered for award.

(b) All price proposals will be opened. However, prices will only be evaluated from those Bidders meeting the minimum "Evaluation Point Threshold" of 510 points. *Evaluation of price proposals includes consideration for a Qualified Disabled Veteran Preference. Public Act 431 of 1984, as amended, establishes a preference of up to 10% for businesses owned by qualified disabled veterans meeting the minimum point threshold for passing.*

3.024 Award Recommendation

The award recommendation will be made to the responsive and responsible Bidder who offers the best value to the State of Michigan. Best value will be determined by the Bidder meeting the minimum point threshold and offering the *best combination of the factors stated in Section 3.022, and price, as demonstrated by its proposal.*

3.025 Reservations

(a) The State reserves the right to consider total cost of ownership factors in the final award recommendation (i.e. transition costs, training costs, etc.).

(b) The State reserves the right to award by item, part or portion of an item, group of items or total proposal, to reject any and all proposals in whole or in part, if, in the MDOS Purchasing Services' judgment, the best interest of the State will be so served.

(c) The State reserves the right to award multiple, optional use contracts. In addition to the other factors listed, offers will be evaluated on the basis of advantages and disadvantages to the State that may result from making more than one award.

3.026 Award Decision

Award decision will be made by the MDOS Purchasing Services.

3.027 Protests

If a Bidder wishes to initiate a protest of the award recommendation, the Bidder must submit a protest, in writing, by 5:00 p.m. on the date stated on the notice of recommendation to award. Bidder must include the RFP number and clearly state the facts believed to constitute error in the award recommendation along with the desired remedy. More information about the Bidder protest process is available at www.michigan.gov/buymichiganfirst; click on the "Vendor Information" link.

3.028 State Administrative Board

The State Administrative Board (ADBDB) must approve all contracts/purchase orders in excess of \$25,000. The decision of this Board regarding the recommendation is final; however, ADBDB approval does not constitute a Contract. The award process is not completed until the Bidder receives a properly executed Contract or Purchase Order from MDOS Purchasing Services.

3.030 Laws Applicable to Award

3.031 Reciprocal Preference

Public Act 431 of 1984 allows that if the low bid for a state procurement exceeds \$100,000.00 and is from a business located in a state which applies a preference law against out-of-state businesses, the department shall prefer a bid from a Michigan business in the same manner in which the out-of-state bidder would be preferred in its home state.

3.032 Qualified Disabled Veteran Preference

Public Act 431 of 1984, as amended, establishes an up to 10% price preference for businesses owned by qualified disabled veterans. The Act includes a stated goal of making awards amounting to 5% of total state expenditures for goods, services, and construction to qualified disabled veteran-owned companies.

3.033 Independent Price Determination

- (a) By submission of a proposal, the Bidder certifies, and in the case of a joint proposal, each party certifies as to its own organization, that in connection with this proposal:
- (i) The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to the prices with any other bidder or with any competitor; and
 - (ii) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder before award directly or indirectly to any other bidder or to any competitor; and
 - (iii) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
- (b) Each person signing the proposal certifies that the person:
- (i) Is responsible for the prices offered in the proposal and has not participated (and will not participate) in any action contrary to (a), (i), (ii), and (iii) above; or
 - (ii) Is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for the decision in certifying that the persons have not participated (and will not participate) in any action contrary to (a), (i), (ii), and (iii) above.

3.034 Taxes

The State may refuse to award a contract to any Bidder who has failed to pay any applicable State taxes. The State may refuse to accept Bidder's bid, if Bidder has any outstanding debt with the State.

3.040 Possible Additional Considerations/Processes

3.041 Clarifications

The State may request clarifications from one or all Bidders. The State will document, in writing, clarifications being requested and forward to the Bidders affected. This process does not allow for changes. Instead, it provides an opportunity to clarify the proposal submitted.

If it is determined that a Bidder purposely or willfully submitted false information, the Bidder will not be considered for award, the State will pursue debarment of the Bidder, and any resulting Contract that may have been established will be terminated.

3.042 Past Performance

The State may evaluate the Bidder's prior performance with the State, and the prior performance information may be a factor in the award decision.

3.043 Financial Stability

In making an award decision, the State may evaluate the financial stability of any Bidder. The State may seek financial information from the Bidder and from third parties. If the State determines in its sole discretion that contracting with a Bidder presents an unacceptable risk to the State, the State reserves the right to not award a contract to that Bidder.

3.044 Samples/Models – (Reserved)

3.045 Energy Efficiency/Environmental Purchasing Policy

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

The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. This can be best accomplished by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that may be considered in Best Value Purchasing evaluation include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. Bidders able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

3.046 Pricing Negotiations

The State may enter into negotiations with Bidders on price or technical clarifications. No modification to the RFP technical requirements or specifications will be allowed. If technical requirement or specification changes are required, which cannot be resolved via technical clarification, the BAFO process as described below may be used.

3.047 Best and Final Offer (BAFO)

If the selection process described in the RFP does not lead to a viable award recommendation, or significant deficiencies are identified, the Buyer or the JEC (Joint Evaluation Committee) or both at its discretion may prepare a Deficiency Report and Clarification Request (DR/CR) for each proposal determined to be in the competitive range. Bidders will be allowed to respond in writing to the (DR/CR) with a Best and Final Offer (BAFO). The BAFO may include any changes to the original proposal to address the listed deficiencies, including alterations to the original cost proposal to address correction of the deficiencies. The BAFO's must be submitted by the deadline established by MDOS Purchasing Services.

After reviewing the Best and Final Offers, the Buyer or the JEC will re-evaluate the proposals using the original evaluation method. If an alteration to the originally published evaluation criteria is to be made, the changes in the criteria will be published to all Bidders as part of the issuance of the DR/CR's.

Bidders are cautioned to propose the best possible offer at the outset of the process, as there is no guarantee that any Bidder will be allowed an opportunity to submit a Best and Final Offer.

3.050 Proposal Details

3.051 Complete Proposal

To be considered, each Bidder must submit a COMPLETE proposal in response to this RFP, using the format specified. No other distribution of proposals is to be made by the Bidder. **BIDDERS MUST COMPLETE, SIGN, AND RETURN INVITATION TO BID FORM THAT PERTAINS TO THIS RFP WITH THEIR PROPOSAL.** The proposal must state how long it remains valid. This period must be at least 120 days from the due date for responses to this RFP.

3.052 Efficient Proposal

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional material, etc., will receive no evaluation credit. Emphasis should be on completeness and clarity of content in the format specified.

3.053 Price and Notations

Prices and notations must be typed or in ink. Prices must be for new items only unless specified otherwise in the RFP. The person signing the proposal should initial any form of pricing corrections made

to the proposal by the bidder before submission in **ink**. In the event of un-initialed pricing corrections, the Buyer, with management approval, may require an affidavit from the Bidder confirming the price correction was made before the bid submission.

3.054 Double Sided on Recycled Paper

Bidders, when possible, should use recycled paper for all printed and photocopied documents related to the submission of their bid and fulfillment of any resulting contract and must, whenever practicable, use both sides of the paper and ensure that the cover page of each document bears an imprint identifying it as recycled paper.

3.055 Proposal Format

The following information must be included in all proposals. Bidders must respond to all sections of the RFP. Failure to respond to every section in each Article could result in disqualification from the bidding process. Proposals should be formatted to include each of the following sections, which should be clearly identified using the same format as the RFP is written in and with the appropriate headings:

Article 1 – Statement of Work – Bidder must respond to each section. **Proposal must include detailed responses to all tasks as requested in Article 1. Bidders must copy these sections, and provide Bidder’s response in the area specified for “Bidder Response to Task”. This area has been designed to expand as necessary. A Microsoft version of this document is available by emailing a request to the Buyer listed on the cover page of this document.**

Article 2 – Terms and Conditions – Bidder must include a statement agreeing to the Terms and Conditions contained in this Article

Article 4 – Certifications and Representations – Bidder must respond to each section

Article 5 – Evaluation Information – Bidder must respond to each section

3.060 Submitting Bids and Proposals

3.061 Sealed Bid Receipt

SEALED BIDS (PROPOSALS) MUST BE RECEIVED AND TIME-STAMPED IN PURCHASING SERVICES ON OR BEFORE 3PM ON THE DUE DATE SPECIFIED ON THE COVER PAGE OF THIS RFP. BIDDERS ARE RESPONSIBLE FOR SUBMITTING THEIR PROPOSALS TO PURCHASING SERVICES ON TIME. PROPOSALS THAT ARE RECEIVED AFTER THE SPECIFIED DUE DATE AND TIME CANNOT BE CONSIDERED UNLESS (a) ALL OTHER BIDS RECEIVED ON TIME DO NOT MEET SPECIFICATIONS, OR (B) NO OTHER BIDS ARE RECEIVED.

3.062 Proposal Submission

Submit 5 written copies (including one clearly marked original) of Bidder’s proposal according to the following instructions.

Your proposal should also be submitted in electronic format on a CD-ROM. All documents and data must be created using tools that are compatible with the Microsoft Office standard desktop tools, without need for conversion. The electronic format may be saved in a compressed format. Bidders should submit in electronic format along with the number of paper copies being requested. Any items contained in the Proposal that cannot be saved in the aforementioned format should be clearly identified by the Bidder as the items that are excluded from the electronic submission.

Submit with your proposal the INVITATION TO BID FORM. PROPERLY COMPLETE AND SIGN THAT FORM AND INSERT IT IN YOUR PROPOSAL BEFORE SUBMITTAL.

3.063 Responses

(a) Each envelope/container submitted must contain the response to only one RFP. Do not submit responses to more than one RFP in one envelope/container. Also, faxed bids will not be accepted unless specifically requested in writing by MDOS Purchasing Services.

(b) BIDDERS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS ON THE OUTSIDE ENVELOPE: The RFP Number; the Date Due; Bidder

Name and the Bidder Identification Number (FEIN – do not write on outside of envelope if FEIN is social security number). If a delivery service is used which prohibits the markings on their envelope or package, this information must be placed on the outside of an interior envelope or package.

(c) The bid may be submitted utilizing one of the methods below:

1. Bids may be delivered to the receptionist desk of Michigan Department of State, Richard H. Austin Bldg., 430 W. Allegan, 4th floor, Receptionist Desk, Lansing, MI 48933. Bidders must allow adequate time to check in at the security desk on the 1st Floor of the Richard H. Austin Building before bid submission deadline.
2. Purchasing Services address for proposals submitted by CONTRACT CARRIER, COURIER DELIVERY, or PERSONAL DELIVERY, is:

State of Michigan
Michigan Department of State
Richard H. Austin Building
Purchasing Services
430 W. Allegan, 4th Floor
Lansing, MI 48933

3. Proposals submitted through the U.S. POSTAL SERVICE should be addressed as follows:

State of Michigan
Michigan Department of State
Richard H. Austin Building
Purchasing Services
430 W. Allegan, 4th Floor
Lansing, MI **48918**

3.070 Possible Bond Requirements

3.071 Bid Bond – (Reserved)

3.072 Performance Bond – (Reserved)

3.073 Payment Bond – (Reserved)

3.74 Maintenance Bond – (Reserved)

Article 4 – Certifications and Representations

Bidder must complete this entire section and submit with their bid or proposal, unless you have completed Article 4, Certifications and Representations, and submitted it in response to an RFP within the last year to MDOS Purchasing Services. If you submitted this information within the last year, you need only to provide the following information relative to Article 4 for this RFP:

Date Submitted _____ RFP # _____.

Failure or refusal to submit any of the information requested in this section may result in the Bidder being considered non-responsive and therefore ineligible for award consideration. The State may also pursue debarment of a Bidder that fails or refuses to submit any of the requested information.

Response to sections **4.010 through 4.044** may be used in evaluating Bidder's response.

Responses to sections **4.050 through 4.059** are for statistical and informational purposes only and will not be used in evaluating Bidder's response.

4.010 Introduction

4.011 Bidder Identification

Bidder Name: _____

() Federal ID Number: _____ (TIN, if using social security number for TIN, do not provide in this document)

() DUNS Number: _____
Bidder is not required to have a DUNS number, but if Bidder does have one it must be listed.

4.020 Representations

4.021 Tax Payment

Bidder hereby certifies that all applicable State taxes are paid as of the date of bid submission, and that Bidder owes no outstanding debt to the State.

_____ (Initial)

4.022 Forced Labor, Convict Labor, or Indentured Servitude Made Materials

Bidder represents and certifies that, to the best of its knowledge and belief no foreign (outside of the U.S.) made equipment, materials, or supplies, will be furnished to the State under any resulting Contract, that have been produced in whole or in part by forced labor, convict labor, or indentured servitude.

_____ (Initial)

4.023 Certification of Compliance with Credit Card

Bidder certifies that they adhere to the Payment Card Industry (PCI) Data Security requirements. Information about the Payment Card Industry (PCI) Data Security Standards can be found on Visa's site www.visa.com/cisp and MasterCard's site <https://sdp.mastercardintl.com>.

_____ (Initial)

4.030 Disclosures

4.031 Bidder Compliance with State and Federal Law & Debarment

(a) The Bidder certifies, to the best of its knowledge that within the past three years, the Bidder, an officer of the Bidder, or an owner of a 25% or greater interest in the Bidder:

Has _____ Has Not _____ been convicted of a criminal offense incident to the application for or performance of a State contract or subcontract;

Has _____ Has Not _____ been convicted of any offense which negatively reflects on the Bidder's business integrity, including, but not limited to; embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, state or federal antitrust statutes;

Has _____ Has Not _____ been convicted of any other offense, violated any other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which, in the opinion of the State, indicates that the Bidder is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State. An offense or violation under this paragraph may include, but is not limited to, an offense under or violation of: Natural Resources and Environmental Protection Act, 1994 PA 451, MCL §§ 324.101 – 324.90106; the Michigan Consumer Protection Act, 1976 PA 331, MCL §§ 445.901 – 445.922; 1965 PA 390 (law relating to prevailing wages on state projects), MCL §§ 408.551 – 408.558; 1978 PA 390 (law relating to payment of wages and fringe benefits) MCL §§ 408.471 – 408.490; or a willful or persistent violation of the Michigan Occupational Safety and Health Act, 1974 PA 154, MCL §§ 408.1001 – 408.1094;

Has _____ Has Not _____ failed to substantially perform a State contract or subcontract according to its terms, conditions, and specifications within specified time limits;

Has _____ Has Not _____ violated State bid solicitation procedures or violated the terms of a solicitation after bid submission;

Has _____ Has Not _____ refused to provide information or documents required by a contract including, but not limited to information or document necessary for monitoring contract performance;

Has _____ Has Not _____ failed to respond to requests for information regarding Bidder's performance, or accumulated repeated substantiated complaints regarding performance of a contract/purchase order; and

Has _____ Has Not _____ failed to perform a State contract or subcontract in a manner consistent with any applicable state or federal law, rule, regulation, order, or decree.

(b) For purposes of this Section, "Principals" means officers, directors, owners, partners, and any other persons having primary management or supervisory responsibilities within a business entity. The Bidder certifies and represents, to the best of his knowledge that the supplier and/or any of its Principles:

Are _____ Are Not _____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of a purchase by any state or federal agency;

Has _____ Has Not _____ not with in a three-year period preceding this RFP, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) purchase.

Has _____ Has Not _____ within a three-year period preceding this solicitation had one or more purchases terminated for default by any state or federal agency.

(c) The Bidder must provide immediate written notice to the State if, at any time before the purchase award, the Bidder learns that its certification was erroneous when submitted or has since become erroneous because of changed circumstances.

(d) A certification that the Bidder or its Subcontractors is presently debarred, suspended, proposed for debarment or declared ineligible for award of a purchase by any state or federal agency will not necessarily result in withholding an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure to furnish the

certification or provide the information as requested by the State may render the Bidder response non-responsive.

(e) Nothing contained in this Section must be construed to require establishment of a system of records to render, in good faith, the certification required in this Section. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of commercially reasonable dealings.

(f) If it is later determined that the Bidder knowingly rendered an erroneous certification under this Section, in addition to the other remedies available to the State, the State may terminate any resulting contract for default.

BIDDER MAY REVIEW THE STATE'S DEBARMENT POLICY AT: www.michigan.gov/buymichiganfirst (click on the link to "Selling to the State," Followed by "Vendor Information" to find the Debarment Policy)

4.032 Ethics: Gratuities and Influence

Gratuities

The right of the Bidder to proceed may be terminated by written notice, if the State determines that the Bidder, its agent, or its representative has offered or gave a gratuity, kickback, money, gift, or any thing of value to an officer, official, or employee of the State intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

Bidder Has _____ Has Not _____ given or offered to give a gratuity, kickback, money, gift, or any thing of value to a State official, officer, or employee intended to effectuate the awarding of a contract or favorable treatment under a contract.

Influence

The Bidder, by signing its bid, certifies to best of its knowledge that no funds or other items/services of value have been given to any State officer, official, or employee for influencing or attempting to influence the officer, official, or employee to obtain a contract or favorable treatment under a contract.

_____ (Initial)

4.033 RFP Preparation

Bidder must notify the State in its bid proposal, if it or any of its Subcontractors, or their officers, directors, or key personnel have assisted with the drafting of this RFP, either in whole or in part. This includes the conducting or drafting of surveys designed to establish a system inventory, and/or arrive at an estimate for the value of the solicitation.

Bidder hereby certifies that it HAS _____, HAS NOT _____ assisted in the development of this RFP.

Except for materials provided to all Bidders as part of this RFP, Bidder must provide a listing of all materials provided by the State to the Bidder containing information relevant to this RFP, including, but not limited to: questionnaires, requirements lists, budgetary figures, assessments, white papers, presentations, RFP draft documents. Bidder must provide a list of all State employees with whom any of its personnel, and/or Subcontractors' personnel has discussed the RFP after the issuance date of the RFP.

4.034 Environmental Awareness

Clean Air and Water:

Bidder certifies that any facility to be used in the performance of any resulting Contract:

IS _____, IS NOT _____ listed on the Environmental Protection Agency (EPA) List of Violating Facilities.

The Bidder will immediately notify the State, before award, of the receipt of any communication from the EPA or the State, indicating that any facility that the Bidder proposes to use in the

performance of any resulting contract is under consideration to be listed on the EPA List of Violating Facilities or any enforcement action.

_____ (Initial)

Emergency Planning and Community Right-to-Know Reporting:

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

_____ (Initial)

4.035 Knowledge of Child Labor for Listed End Products

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

(b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Country of Origin

(c) *Certification.* The State will not make award to a Bidder unless the Bidder, by checking the appropriate block, certifies to one of the following:

- () The Bidder will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- () The Bidder may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Bidder certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture the end product. On the basis of those efforts, the Bidder certifies that it is not aware of any the use of child labor.

_____ (Initial)

4.036 Use of Other Sources as Subcontractors

(a) Persons with disabilities
Bidder IS _____ IS NOT _____ purchasing supplies and/or service from a business owned by persons with disabilities in the performance of any resulting contract.

Bidder has contracted for _____% of supplies and services needed for the performance of any resulting contract, which equals \$_____ from a business owned by persons with disabilities (estimates or approximates are acceptable).

Business (es) Name: _____

(b) Community Rehabilitation Organizations
 Bidder IS ____ IS NOT ____ purchasing supplies and/or service from a community rehabilitation organization in the performance of any resulting contract.

Bidder has contracted for _____% of supplies and services needed for the performance of any resulting contract, which equals \$_____ from a community rehabilitation organization (estimates or approximates are acceptable).

Community Rehabilitation Organization Name: _____

4.037 Domestic End Product

“Domestic end product” means one that is manufactured within the United States and the cost of the domestic components exceeds 50% of the cost of all the components.

The Bidder certifies that the product to be provided, **except those listed below**, are a domestic end product, and that components of unknown origin have not been mined, produced, or manufactured outside the United States (use attachment if needed):

Excluded End Products	Country of Origin

_____ (Initial)

4.038 Services Needed in Performance

Bidder certifies that services to be purchased to enable Bidder to perform any resulting contract will be purchased from a business having its principle place of business in the State, **except those listed below** (use additional attachment if necessary; estimates are acceptable):

Description of Service to be purchased	Percent (%) of total contract value to be purchased	Service providers principal place of business (City and State)

4.040 Bidder Information

4.041 Expatriated Business Entity

“Expatriated business entity” means a corporation or an affiliate of the corporation incorporated in a tax haven country after September 11, 2001, but with the United States as the principal market for the public trading of the corporation’s stock.

“Tax haven country” means each of the following: Barbados, Bermuda, British Virgin Islands, Cayman Islands, Commonwealth of the Bahamas, Cyprus, Gibraltar, Isle of Man, the Principality of Liechtenstein, the Principality of Monaco, and the Republic of the Seychelles.

Bidder certifies that it IS _____, IS NOT _____ an expatriated business entity located in a tax haven country.

Bidder certifies that it IS _____, IS NOT _____ an affiliate of an expatriated business located in a tax haven country.

4.042 Business Owned by Qualified Disabled Veteran

“Qualified Disabled Veteran,” as defined by Public Act 431 of 1984, as amended, means a business entity that is at least 51% owned by one or more veterans who are U.S. citizens with a service-connected disability.

Public Act 431 of 1984, as amended, defines “Service-Connected Disability” as a disability incurred or aggravated in the line of active military, naval, or air service as defined in 38 USC 101 (16).

The Bidder represents that it IS _____, IS NOT _____ a disabled Veteran-owned business.

The Bidder represents and warrants that the company meets the above criteria (when checked) and can provide supportive documentation upon request.

Fraudulently representing information about the use of businesses owned by persons with disabilities to procure a State contract is a violation of the Business Opportunity Act for Persons with Disabilities of 1988 PA 112, MCL 450.791 – 450.795. A person who knowingly violates this act is guilty of a felony, punishable by imprisonment up to two years in prison, or a fine not less than \$5,000. A person found guilty of violating this act may be barred from obtaining future contracts with the State.

4.043 Community Rehabilitation Organization

“Community rehabilitation organization” means a charitable organization or institution conducted not for profit, but for the purpose of carrying out a recognized program of rehabilitation for handicapped workers, which provides those individuals with remunerative employment or other occupational rehabilitating activity of an educational or therapeutic nature.

The Bidder represents that it IS _____, IS NOT _____ a community rehabilitation organization.

4.044 Certification of a Michigan Business

To qualify as a Michigan business, Bidder must have during the 12 months immediately preceding this bid deadline, or if the business is newly established, for the period the business has been in existence, it has (check all that apply):

() Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan under the Michigan Single Business Tax Act, 1975 PA 228, MCL §§ 208.1 – 208.145; or

() Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or

() Withheld Michigan income tax from compensation paid to the bidder’s owners and remitted the tax to the Department of Treasury

I certify that I have personal knowledge of the filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

Authorized Agent Signature

Authorized Agent Name (print or type)

Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 § 268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000.

Bidder must also indicate one of the following:

Bidder qualifies as a Michigan business (provide zip code: _____)

Bidder does not qualify as a Michigan business (provide name of State: _____)

Principle place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: _____)

4.050 Additional Information

4.051 Utilization of Business Concerns

It is the policy of the State that small business concerns, veteran-owned small business concerns, persons with disabilities-owned small business concerns, and small disadvantaged business concerns, must have the maximum practicable opportunity to participate in performing State contracts, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems.

Bidder agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. Bidder further agrees to cooperate in any studies or surveys as may be conducted by the State as may be necessary to determine the extent of the Bidder's compliance with this clause.

_____ (Initial)

4.052 Owners and Officers

Bidder must list all owners or officers that hold a 25% interest or more in the company (use attachment if necessary):

Name and Title	% of Interest or Ownership

_____ (Initial)

4.053 Subcontractors

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

Description of Work to be sub-contracted	Percent (%) of total contract value to be sub-contracted	Sub-contractor's name and principal place of business (City and State)

4.054 Former State Employees

Bidder certifies that there ARE _____ ARE NOT _____ former state employees involved in the performance of any resulting contract.

If former state employees are involved in the performance of any resulting contract, Bidder must provide the following information:

Bidder represents that the following employees involved in the performance of any resulting contract are former State employees (use attachment if necessary).

Name	Department, Division	Date of Employment

_____ (Initial)

4.055 Employee and Subcontractor Citizenship

Bidder certifies that all employees, contractors, Subcontractors, and any other individual involved in the performance of this Contract, **except those listed below**, are citizens of the United States, legal resident aliens, or individuals with valid visa (use additional attachment if necessary; estimates are acceptable):

Employee Name	Title

4.056 Affirmative Action Program

Bidder represents that it Has _____, Has Not _____ developed and has on file an entity wide affirmative action program.

4.057 Small Business Representation

The Bidder represents and certifies that it IS _____, IS NOT _____ a small business concern and that all _____, NOT ALL _____ end items to be furnished will be manufactured or produced by a small business concern in the US, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands

Provide the following information:

_____ (Estimate # of employees)

\$_____ (Estimate of annual revenue)

4.058 Women, Minority, or Veteran-Owned Business Representation

“Women-owned business” means a business that is at least 51% owned by a woman or women who are US citizens and who control and operate the business

The Bidder represents that it IS _____, IS NOT _____ a women-owned business.

“Minority-owned business” means a small business that is at least 51% owned by a minority or minorities who are US citizens and who control and operate the business

The Bidder represents that it IS _____, IS NOT _____ a minority-owned business.

“Veteran-owned business” means a business that is at least 51% owned by a veteran or veterans who are U.S. citizens and who control and operate the business

The Bidder represents that it IS _____, IS NOT _____ a veteran-owned business.

The Bidder represents and warrants that the company meets the above criteria (when checked) and can provide supportive documentation upon request.

4.059 Business Owned by Persons with Disabilities

“Business owned by persons with disabilities” means a business in which all of the following apply:

- 1. More than 50% of the voting shares or interest in the business is owned, controlled, and operated by 1 or more persons with disabilities.
- 2. More than 50% of the net profit or loss is attributable to the business accrues to shareholders who are persons with disabilities.
- 3. More than 50% of the employees of the business are residents of this State of Michigan.

The Bidder represents that it IS _____ IS NOT _____ a business owned by persons with disabilities.

The Bidder represents and warrants that the company meets the above criteria (when checked) and can provide supportive documentation upon request.

Fraudulently representing information about the use of businesses owned by persons with disabilities to procure a State contract is a violation of the Business Opportunity Act for Persons with Disabilities of 1988 PA 112, MCL 450.791 – 450.795. A person who knowingly violates this act is guilty of a felony, punishable by imprisonment up to two years in prison, or a fine not less than \$5,000. A person found guilty of violating this act may be barred from obtaining future contracts with the State.

Certification and Assurances

I/We make the above certifications and assurances as a required element of the solicitation document to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing

compliance with these requirements and all requirements of the Request for Proposal (RFP) are conditions precedent to the award or continuation of the related Agreement(s).

Name of Bidder/Contractor/Supplier

Address of Contractor/Supplier

Telephone and Fax No. of Contractor/Supplier

Signature of Contractor/Supplier's Authorized Representative

Title of Supplier Representative

Date

Article 5 – Required Bidder Information

Bidders must provide the following required information. Failure respond to each requirement may disqualify the Bidder from further participation in this RFP.

5.010 Bidder Information

5.011 Company Information

State the full name and address of your organization and, if applicable, the branch office or other subordinate elements that will perform, or assist in performing, the work. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the State in which it is incorporated. If applicable, state whether it is licensed or registered to operate in the State of Michigan.

Bidder Response:

Name:	
Address:	
City, State, Zip:	
Phone:	()
Web Page:	
Legal Status:	
Business Structure:	
How long in business:	
Sales volumes for each of the last five years:	
Location of facilities that will be involved in servicing the Contract:	

Name, title, address, email, phone and fax numbers for Bidder's RFP Contact.

Bidder Response:

Name:	_____
Address:	_____
City, State, Zip	_____
Phone:	()
Fax:	()
E-Mail	_____

Note: Person named above will be sole contact for your company to receive the Contract. Include the name and telephone number of person(s) in your company authorized to expedite any proposed contract with the State.

5.012 Prior Experience

Indicate the prior experience of your firm, which you consider relevant to your ability to successfully manage a contract for the services defined by this RFP. Include sufficient detail to demonstrate the relevance of this experience. Proposals submitted should include, in this section, descriptions of a minimum of three qualifying relevant experiences to include project/client descriptions, costs, and starting and completion dates of projects/contracts successfully completed. Also, include the name, address, and phone number of the responsible official of the customer organization who may be contacted

Bidder Response:

--

5.013 Staffing

The written proposal should indicate the competence of personnel whom the Bidder intends to assign to the project as specified Section 1.031. Qualifications will be measured by education or experience, with particular reference to experience on projects similar to that described in the RFP. For all personnel

identified in Section 1.031, Bidder must provide resumes, which must include detailed, chronological work experience

Bidder Response:

Bidder must provide a list of all subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning subcontractor's organization and abilities.

Bidder Response:

5.014 Past Performance

Please list any contracts that you have had with the State in the last three years.

Bidder Response:

5.015 Contract Performance

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

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

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

Termination:

Reason:

5.016 Place of Performance

Bidders, in the performance of any resulting contract, must state if they intend to use one or more plants or facilities located at a different address from the address indicated in Section 5.011. The following information must be provided for these plants or facilities:

Place of Performance Full address	Owner/Operator of facility to be used	Percent (%) of Contract value to be Performed at listed Location

5.017 Disclosure of Litigation

Bidder must disclose any material criminal litigation, investigations or proceedings involving the Bidder (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Bidder (and each Subcontractor) must disclose to the State any material civil litigation, arbitration or proceeding to which Bidder (or, to the extent Bidder is aware, any Subcontractor hereunder) is a party, and which involves: (i) disputes that might reasonably

be expected to adversely affect the viability or financial stability of Bidder or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Bidder or, to the extent Bidder is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement in Bidder's bid response. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as such. Information provided to the State from Bidder's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

Bidder Response:

--

5.018 MIDEAL - Extended Purchasing – (Reserved)

ATTACHMENT "A" Cost/Price Proposal

Branch Offices sorted by Region (primary) and Branch # (secondary)

Estimated Foot Traffic

11/3/2008

Line Item	Region #	Branch #	Branch Name	Street Address	Street Address Line 2	City, State, ZIP	Estimated Annual Foot Traffic (Customers)	User Transaction cost	MDOS Transaction fee (if any)
1	1	100	Adrian	1114 S Winter Ste G	(no additional address info)	Adrian, MI 49221-4200	55,000		
2	1	101	Inkster	Cherry Hill Plaza	27165 Cherry Hill Rd	Inkster, MI 48141-1204	63,000		
3	1	106	Wyandotte	2942 Van Alstyne	(no additional address info)	Wyandotte, MI 48192-5200	35,000		
4	1	110	Trenton	3040 Van Horn Rd	(no additional address info)	Trenton, MI 48183-4001	64,000		
5	1	111	Southwest Wayne County Plus	795 Sumpter Rd	(no additional address info)	Belleville, MI 48111-2916	49,000		
6	1	115	Monroe	1107 S Telegraph Rd	(no additional address info)	Monroe, MI 48161-4005	63,000		
7	1	116	Temperance	7200 Lewis Ave, Bldg C-6	(no additional address info)	Temperance, MI 48182-1553	33,000		
8	1	117	Northeast Wayne County Plus	25700 Joy Rd	(no additional address info)	Redford, MI 48239-1720	55,000		
9	1	118	Central Wayne County Plus	6090 N Wayne Rd	(no additional address info)	Westland, MI 48185-2169	50,000		
10	1	120	Livonia Area SUPER!Center	17176 Farmington Rd	(no additional address info)	Livonia MI 48153	65,000		
11	1	125	Brownstown	18412 Telegraph Road	(no additional address info)	Brownstown MI 48174-9614	51,000		
12	1	128	West Wayne County Plus	44948 Ford Rd	(no additional address info)	Canton, MI 48187-2339	99,000		
13	1	133	Detroit Livernois	18409 Livernois	(no additional address info)	Detroit, MI 48221-2254	41,000		
14	1	135	Northwest Detroit Plus	20210 West 7 Mile	(no additional address info)	Detroit, MI 48219-3469	49,000		

ATTACHMENT "A" Cost/Price Proposal

Branch Offices sorted by Region (primary) and Branch # (secondary)

Estimated Foot Traffic

11/3/2008

Line Item	Region #	Branch #	Branch Name	Street Address	Street Address Line 2	City, State, ZIP	Estimated Annual Foot Traffic (Customers)	User Transaction cost	MDOS Transaction fee (if any)
15	1	138	Detroit Vernor	7760 W Vernor	(no additional address info)	Detroit, MI 48209-1516	31,000		
16	1	139	Detroit Downtown	550 Washington Blvd	(no additional address info)	Detroit, MI 48226	28,000		
17	1	140	Highland Park	14301 Woodward Ave	(no additional address info)	Highland Park, MI 48203-2930	29,000		
18	1	141	Southeast Wayne County Plus	21572 Ecorse Rd	(no additional address info)	Taylor MI 48180	50,000		
19	1	144	Dearborn	5094 Schaefer Rd	(no additional address info)	Dearborn, MI 48126-3249	54,000		
20	1	151	Hamtramck	8717 Joseph Campau	(no additional address info)	Hamtramck, MI 48212-3720	31,000		
21	1	153	Detroit East 8 Mile	9560 E 8 Mile Rd	(no additional address info)	Detroit, MI 48234-1104	36,000		
22	1	154	Detroit East Plus	14634-36 Mack Avenue	(no additional address info)	Detroit MI 48215	33,000		
23	1	157	Detroit New Center SUPER!Center	Cadillac Place	3046 W Grand Blvd, Ste L-650	Detroit, MI 48202-6046	40,000		
24	2	109	Washtenaw County Plus	353 N Maple Rd	(no additional address info)	Ann Arbor, MI 48103-2824	56,000		
25	2	112	Chelsea	1113 M-52	Village Plaza	Chelsea, MI 48118-1266	40,000		
26	2	113	Ypsilanti	2720 Washtenaw Ave	(no additional address info)	Ypsilanti, MI 48197-1506	60,000		
27	2	176	Lapeer County Plus	700 S Main St, Bldg A	(no additional address info)	Lapeer, MI 48446-3077	56,000		
28	2	185	Davison	302 N Main Street	(no additional address info)	Davison, MI 48423-1434	43,000		

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Estimated Foot Traffic

11/3/2008

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29	2	186	Fenton	1545-49 N Leroy	(no additional address info)	Fenton, MI 48430	46,000		
30	2	187	Mt Morris	11960 N Saginaw St	(no additional address info)	Mt Morris, MI 48458-1531	45,000		
31	2	188	Flint West	G-4205 Miller Rd, Ste C-12	(no additional address info)	Flint, MI 48507-1227	56,000		
32	2	194	Flint Area SUPER!Center	G-5512 Fenton Rd	(no additional address info)	Flint, MI 48507	58,000		
33	2	195	Flint Downtown	408 S Saginaw St	(no additional address info)	Flint, MI 48502-1803	26,000		
34	2	220	Jackson County Plus	C-100 Jackson Crossing	(no additional address info)	Jackson, MI 49202-2096	45,000		
35	2	221	Jackson Downtown	Kuhl's Bell Tower	117-1 W Louis Glick Hwy	Jackson, MI 49201-1556	54,000		
36	2	224	Hillsdale	59 E St Joe Ave	(no additional address info)	Hillsdale, MI 49242-1757	30,000		
37	2	225	Lansing Downtown	108 S Washington Sq	(no additional address info)	Lansing, MI 48933-1726	33,000		
38	2	226	Lansing Area Plus	Delta Center	5827 W Saginaw	Lansing, MI 48917-2460	75,000		
39	2	228	East Lansing	400 Albert St, Ste C	(no additional address info)	East Lansing, MI 48823-4407	55,000		
40	2	229	Mason	409 N Cedar, Ste B	(no additional address info)	Mason, MI 48854	62,000		
41	2	230	Howell	1113 E Grand River	Promenade Mall	Howell, MI 48843-1719	53,000		
42	2	236	Brighton	9864 E Grand River, Ste 130	(no additional address info)	Brighton, MI 48116-1963	57,000		

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Estimated Foot Traffic

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43	2	237	Alma	221 N State St	(no additional address info)	Alma, MI 48801-2264	27,000		
44	2	270	St Johns	1041 US 27 Unit B-23	(no additional address info)	St Johns, MI 48879-2423	37,000		
45	2	275	Bad Axe	33 Patrick Dr	(no additional address info)	Bad Axe, MI 48413-9100	27,000		
46	2	279	Saginaw Northwest	4404 Bay Rd	(no additional address info)	Saginaw, MI 48603-1208	56,000		
47	2	286	St Charles	115 S Saginaw St	(no additional address info)	St Charles, MI 48655-1404	30,000		
48	2	288	Saginaw South	4212 Dixie Hwy	(no additional address info)	Saginaw, MI 48601-4254	35,000		
49	2	290	Owosso	1395 E Main St	(no additional address info)	Owosso, MI 48867-9039	47,000		
50	2	293	Tuscola County Plus	150 Millwood	(no additional address info)	Caro MI 48723	24,000		
51	2	295	Frankenmuth	477 N Main St	(no additional address info)	Frankenmuth, MI 48734-1309	22,000		
52	3	201	Kalamazoo County Plus	Maple Hill Mall	5316 W Main St	Kalamazoo, MI 49009-3304	61,000		
53	3	202	South Kalamazoo County Plus	603 Romence Road	Shoppes at Romence Village	Portage MI 49024-3446	58,000		
54	3	203	Van Buren County Plus	1037 E Michigan Ave	(no additional address info)	Paw Paw, MI 49079-0218	33,000		
55	3	205	St Joseph County Plus	Sturgis Plaza	931 S Centerville Rd	Sturgis, MI 49091-2502	26,000		
56	3	206	Dowagiac	601-C N Front St	(no additional address info)	Dowagiac, MI 49047-1753	21,000		

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Estimated Foot Traffic

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57	3	207	Southeast Berrien County Plus	110 E Main St	(no additional address info)	Niles MI 49120-2200	49,000		
58	3	208	Northwest Berrien County Plus	Orchards Park Shopping Center	1960 Mall Drive	Benton Harbor, MI 49022-2306	62,000		
59	3	216	Calhoun County Plus	2545 Capital Ave SW	(no additional address info)	Battle Creek, MI 49015	48,000		
60	3	218	Marshall	15877 W Michigan Ave	(no additional address info)	Marshall, MI 49068-1538	42,000		
61	3	219	Albion	308 S Superior St	(no additional address info)	Albion, MI 49224-1753	18,000		
62	3	223	Coldwater	7 Vans Ave	(no additional address info)	Coldwater, MI 49036-1724	34,000		
63	3	239	Montcalm County Plus	Market Place Shoppes Ste 20&21	701 S Greenville West Drive	Greenville MI 48838	34,000		
64	3	244	Muskegon	1485 Apple Ave	(no additional address info)	Muskegon, MI 49442-3748	82,000		
65	3	247	Sparta	534 S State St	(no additional address info)	Sparta, MI 49345-1397	43,000		
66	3	253	Whitehall	White Lake Centre	3297 E Colby Street, Ste A	Whitehall MI 49461	26,000		
67	3	255	Hudsonville	5211 Cherry Ave, Ste 140	(no additional address info)	Hudsonville, MI 49426	62,000		
68	3	256	Holland	587-90 E Eighth St	(no additional address info)	Holland, MI 49423-3764	67,000		
69	3	257	Grand Haven	1110 Robbins Rd	(no additional address info)	Grand Haven, MI 49417-	43,000		
70	3	258	Allegan	430 Western Ave	(no additional address info)	Allegan, MI 49010-1242	34,000		

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Estimated Foot Traffic

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71	3	259	Hastings	1611 S Hanover, Ste 104	(no additional address info)	Hastings, MI 49058-2579	40,000		
72	3	261	Grand Rapids Northeast	3472 Plainfield Ave NE	(no additional address info)	Grand Rapids, MI 49505-2719	84,000		
73	3	262	Grand Rapids Downtown	State Office Bldg	One Division NW	Grand Rapids, MI 49503-2339	28,000		
74	3	263	Grand Rapids Area SUPER!Center	3665 28th Street SE, Suite 10C	(no additional address info)	Grand Rapids MI 49512	104,000		
75	3	268	Ionia	603 West Adams Street	(no additional address info)	Ionia MI 48846	32,000		
76	3	273	Wyoming	1056 Rogers Plaza SW	(no additional address info)	Wyoming, MI 49509-2800	99,000		
77	4	121	Southwest Oakland County Plus	31164 Beck Road	(no additional address info)	Novi MI 48377	47,000		
78	4	129	Milford	236 Summit St	(no additional address info)	Milford, MI 48381-1562	44,000		
79	4	130	Farmington Hills	35572 Grand River Rd	(no additional address info)	Farmington Hills, MI 48335-3123	63,000		
80	4	131	West Bloomfield	Crosswinds Mall	4301 Orchard Lake Rd #185	West Bloomfield, MI 48323-1643	50,000		
81	4	142	Southeast Oakland County Plus	26196 Greenfield Rd	(no additional address info)	Oak Park, MI 48237-1091	48,000		
82	4	143	Southfield	Telex Plaza	25263 Telegraph Rd	Southfield, MI 48034-2501	49,000		
83	4	158	Warren Dequindre	28220 Dequindre	(no additional address info)	Warren, MI 48092-5604	73,000		
84	4	159	Warren 12 Mile	13780 E 12 Mile Rd	(no additional address info)	Warren, MI 48088-3751	70,000		

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Estimated Foot Traffic

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85	4	162	Southeast Macomb County Plus	24040 Harper Avenue	(no additional address info)	St Clair Shores, MI 48080-1452	43,000		
86	4	163	Port Huron	Court of Flags Mall	2887 Krafft Rd	Port Huron, MI 48060-1530	61,000		
87	4	164	Shelby Township	50640 Schoenherr Rd	Ste C3, C4 and C5	Shelby Township, MI 48315	95,000		
88	4	166	Clinton Township SUPER!Center	37015 S Gratiot Ave	(no additional address info)	Clinton Township MI 48036	49,000		
89	4	167	Mt Clemens Downtown	48 Cherry St	(no additional address info)	Mt Clemens, MI 48043-5632	35,000		
90	4	168	Rochester Hills	Crooks Corner Plaza	2250 Crooks Rd	Rochester Hills, MI 48309-3600	67,000		
91	4	169	Sterling Heights	34208 Van Dyke Ave	(no additional address info)	Sterling Heights, MI 48312-4647	82,000		
92	4	170	Romeo	71130 Van Dyke	(no additional address info)	Romeo, MI 48065-1048	38,000		
93	4	171	North Macomb County Plus	51305 Gratiot Ave	(no additional address info)	Chesterfield Twp, MI 48051-2041	49,000		
94	4	172	Royal Oak	30911 Woodward Ave	(no additional address info)	Royal Oak, MI 48073-0923	59,000		
95	4	173	Marine City	500 Chartier St	(no additional address info)	Marine City, MI 48039-1046	28,000		
96	4	175	Troy	1111 E Long Lake Rd	(no additional address info)	Troy, MI 48085-4964	71,000		
97	4	181	Oakland County SUPER!Center	1608 N Perry	(no additional address info)	Pontiac, MI 48340	66,000		
98	4	182	West Oakland County Plus	672 North Milford Road	(no additional address info)	Highland MI 48357	47,000		

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99	4	189	North Oakland County Plus	7102 S Sashabaw Rd	(no additional address info)	Clarkston, MI 48348	59,000		
100	4	291	Sanilac County Plus	277 E Sanilac	(no additional address info)	Sandusky, MI 48471-1320	28,000		
101	5	243	Mt Pleasant	1245 N Mission	(no additional address info)	Mt Pleasant, MI 48858-1050	41,000		
102	5	254	Midland	1830 N Saginaw	(no additional address info)	Midland, MI 48640-6612	55,000		
103	5	296	Bay City	1007 N Euclid Ave	(no additional address info)	Bay City, MI 48706-2404	64,000		
104	5	301	Mecosta County Plus	206-A N Michigan Ave	(no additional address info)	Big Rapids, MI 49307-1518	34,000		
105	5	302	Fremont	7159 W 48th St	(no additional address info)	Fremont MI 49412-9757	32,000		
106	5	310	Bellaire	4607 S M-88 Hwy	(no additional address info)	Bellaire, MI 49615-9548	10,000		
107	5	331	Clare	121 Schoolcrest	(no additional address info)	Clare, MI 48617-1145	27,000		
108	5	332	Baldwin	5653 South M-37	(no additional address info)	Baldwin, MI 49304	5,000		
109	5	333	Beulah	230 N Michigan Ave	(no additional address info)	Beulah, MI 49617-9701	19,000		
110	5	334	Cadillac	1574 N Mitchell St	(no additional address info)	Cadillac, MI 49601-1131	34,000		
111	5	335	Reed City	836 S Chestnut	(no additional address info)	Reed City, MI 49677-9774	10,000		
112	5	336	Kalkaska	Northland Plaza, Ste F	114 Northland Plaza	Kalkaska, MI 49646-2008	23,000		

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113	5	337	Lake City	49 N Morey Rd	(no additional address info)	Lake City, MI 49651	11,000		
114	5	338	Ludington	5902 W Ludington Ave/US 10 Hwy	(no additional address info)	Ludington, MI 49431-1918	22,000		
115	5	339	Manistee	Hillsdale Plaza	1638 US 31 S, Ste 400	Manistee, MI 49660-1436	18,000		
116	5	340	Suttons Bay	100B Cedar St	PO Box 236	Suttons Bay, MI 49682-0236	10,000		
117	5	341	Grand Traverse County Plus	1759 Barlow	(no additional address info)	Traverse City, MI 49686-4722	61,000		
118	5	342	Hart	3740 West Polk Road	(no additional address info)	Hart, MI 49420-9552	16,000		
119	5	349	Gladwin	1208 N State St	(no additional address info)	Gladwin, MI 48624-1246	19,000		
120	5	350	Grayling	2384C I-75 Business Loop	(no additional address info)	Grayling, MI 49738-0653	15,000		
121	5	351	Harrisville	205 State Street	(no additional address info)	Harrisville, MI 48740	9,000		
122	5	355	Standish	529 S Main St	PO Box 10	Standish, MI 48658-9531	20,000		
123	5	356	East Tawas	1712 E Huron Rd	PO Box 629	East Tawas, MI 48730-0629	19,000		
124	5	357	West Branch	2394 W M-55	(no additional address info)	West Branch, MI 48661-9701	25,000		
125	5	358	Roscommon County Plus	2565 S Gladwin Rd	PO Box 169	Prudenville, MI 48651-0169	22,000		
126	5	363	Mio	302 N Morenci Ave	PO Box 298	Mio, MI 48647-0298	8,000		

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127	5	364	Alpena	2666 US 23 S	(no additional address info)	Alpena, MI 49707-3171	29,000		
128	5	365	Atlanta	12519 State St, Elkland Ctr	PO Box 346	Atlanta, MI 49709-0346	4,000		
129	5	369	Gaylord	829 W Main, Suite C-5	(no additional address info)	Gaylord, MI 49735-1901	29,000		
130	6	367	Charlevoix	05951 N M-66 Hwy	PO Box 575	Charlevoix, MI 49720-0575	17,000		
131	6	368	Cheboygan	300 Mill St, Ste 10	(no additional address info)	Cheboygan, MI 49721-2220	23,000		
132	6	371	Petoskey	1185 N US 31 Hwy	(no additional address info)	Petoskey, MI 49770-1918	32,000		
133	6	372	Rogers City	246 N Bradley Hwy	(no additional address info)	Rogers City, MI 49779-1321	9,000		
134	6	373	St Ignace	364 N State St	(no additional address info)	St Ignace, MI 49781-1484	6,000		
135	6	374	Sault Ste Marie	2700 Davitt St	(no additional address info)	Sault Ste Marie, MI 49783-2234	25,000		
136	6	379	Newberry	504 W McMillan	(no additional address info)	Newberry, MI 49868-1716	8,000		
137	6	380	Bessemer	206 E Mary St	(no additional address info)	Bessemer, MI 49911-1427	14,000		
138	6	381	Delta County Plus	Escanaba State Office Bldg	305 Ludington	Escanaba, MI 49829-4056	32,000		
139	6	382	Houghton	902 Razorback Dr, Ste 1	(no additional address info)	Houghton, MI 49931-2801	21,000		
140	6	383	Iron Mountain	1044 S Stephenson Ave	(no additional address info)	Iron Mountain, MI 49801-4005	20,000		

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141	6	384	Iron River	992 Lalley Rd E US-2	(no additional address info)	Iron River, MI 49935-9564	10,000		
142	6	385	L'Anse	115 Front St	(no additional address info)	L'Anse, MI 49946-1112	6,000		
143	6	386	Manistique	111 River St	PO Box 326	Manistique, MI 49854-1217	8,000		
144	6	387	Marquette County Plus	2025 Hwy 41 West Unit M-290	(no additional address info)	Marquette MI 49855	31,000		
145	6	388	Menominee	4000 Tenth St	(no additional address info)	Menominee, MI 49858-1904	14,000		
146	6	389	Munising	418 Mill St	PO Box 335	Munising, MI 49862-1431	7,000		
147	6	391	Ontonagon	728 S 7th Street	(no additional address info)	Ontonagon, MI 49953-1451	5,000		
148	6	392	Mohawk	3616 US Hwy 41	PO Box 378	Mohawk, MI 49950	2,000		