



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **071B1300361**

CONTRACTOR	RR DONNELLEY
	32031 Townley St.
	Madison Heights, MI 48071
	Kristyn Rhoades
	248-357-7129
	kristyn.rhoades@rrd.com
	CV0016899

STATE	Program Manager	Michelle Shortz Wood	MDHHS
		517-335-9748	
		WoodM@michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY

SECURITY PAPER

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 20, 2011	July 19, 2017	6 - 1 Year	July 19, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 days		60 Calendar Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

As per 1.710 Minimum Order

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 years	<input type="checkbox"/>		July 19, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$328,398.68	\$0.00	\$328,398.68		

DESCRIPTION

Effective July 19, 2021 this contract is exercising the last two option years available on this contract . The new expiration date is July 19, 2023. Pricing is revised as reflected in Attachment A, Pricing Agreement as attached and the Federal Provision Addendum is also attached. All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.



Attachment A, Price Agreement

Revised Via CN #4

Pricing Update Effective July 19, 2021

Birth Record Security Paper

Combination Price for Vital Record Base Sheet (DCH-0950) & Shell Stock (DCH-0950-Shell) when ordered together at the same time. The Base Sheet still includes the added Freight for Secure Truck- the Shell stock does not.

Base Sheet (DCH-0950) Production Quantity	Price per 1,000 Sheets	Shell Stock (DCH-0950-Shell) Production Quantity	Price per 1,000 Sheets
80,000	\$120.16/M	40,000	\$86.10/M
*100,000	\$103.95/M	*80,000	\$75.10/M
150,000	\$86.30/M	100,000	\$69.62/M

(Both Make-ready charges are absorbed into the Base sheet pricing)

Vital Record Base Sheet (DCH-0950) w/ two State raised seals-Stand-alone Production Order Includes Secure Truck Freight in-price to Columbus warehouse.

Production Order Quantity	Price per 1,000 Sheets
80,000	\$121.25/M
*100,000	\$105.40/M
150,000	\$87.40/M

Shell Stock (DCH-0950-Shell) w/ one State raised seal- Stand-alone Production Order

Production Order Quantity	Price per 1,000 Sheets
40,000	\$103.94/M
*80,000	\$80.96M
100,000	\$76.31/M

Imprint Charges for County Seal printed on Shell Stock- charged separately upon order and invoiced to MI.

Imprint Quantity	Imprint Charge
*2,000-10,000	\$42.00/M
>10,000 and up	\$20.00/M

Custom Imprint Paper for Counties utilizing a raised County Seal and raised MI Seal (like DCH-0950). This paper is ordered directly by the Counties and shipped/billed directly to the counties.

Order Quantity	Price per 1,000 Sheets
4,000	\$345.73/M
6,000	\$251.64/M
8,000	\$218.80M
10,000	\$180.53/M
20,000	\$125.82/M

***Typical Quantity**



Non-Birth Record Security Paper includes all printed and paper based security plus watermark paper (Shipping costs are included)

8 ½" x 11" Paper

Production Order Size (# of Cases with 2000 sheets per case)	Price Per Case
25	\$230.00
50	\$148.80
75	\$144.42

8 ½" x 14" Paper

Production Order Size (# of Cases with 2000 sheets per case)	Price Per Case
25	\$270.24
50	\$171.77
75	\$161.93

*Please Note: The above Non-Birth Record Security Paper prices are based on "production" order quantities and NOT "release" order quantities. For example, if the State places a purchase order for 75 cartons, the price per carton will reflect the "production" quantity price. However, the State, or city, or county may "release" for shipment in whatever quantities are required (even small shipments) without impacting the carton price. These releases can be made on the RR Donnelly web based order entry system that is set up for all Cities and Counties in Michigan. **Billing goes directly to each county or city per "release" and not to the State of Michigan.***



Attachment A, Price Agreement

Revised Via CN #4

Pricing Update Effective July 19, 2022

Birth Record Security Paper

Combination Price for Vital Record Base Sheet (DCH-0950) & Shell Stock (DCH-0950-Shell) when ordered together at the same time. The Base Sheet still includes the added Freight for Secure Truck- the Shell stock does not.

Base Sheet (DCH-0950) Production Quantity	Price per 1,000 Sheets	Shell Stock (DCH-0950-Shell) Production Quantity	Price per 1,000 Sheets
80,000	\$122.81/M	40,000	\$89.43/M
*100,000	\$106.35/M	*80,000	\$78.00/M
150,000	\$88.54/M	100,000	\$71.97/M

(Both Make-ready charges are absorbed into the Base sheet pricing)

Vital Record Base Sheet (DCH-0950) w/ two State raised seals- Stand-alone Production Order Includes Secure Truck Freight in-price to Columbus warehouse.

Production Order Quantity	Price per 1,000 Sheets
80,000	\$123.95/M
*100,000	\$107.86/M
150,000	\$89.70/M

Shell Stock (DCH-0950-Shell) w/ one State raised seal- Stand-alone Production Order

Production Order Quantity	Price per 1,000 Sheets
40,000	\$107.95/M
*80,000	\$84.10M
100,000	\$79.26/M

Imprint Charges for County Seal printed on Shell Stock- charged separately upon order and invoiced to MI.

Imprint Quantity	Imprint Charge
*2,000-10,000	\$42.00/M
>10,000 and up	\$20.00/M

Custom Imprint Paper for Counties utilizing a raised County Seal and raised MI Seal (like DCH-0950). This paper is ordered directly by the Counties and shipped/billed directly to the counties.

Order Quantity	Price per 1,000 Sheets
4,000	\$359.00/M
6,000	\$261.36/M
8,000	\$227.27M
10,000	\$187.50M
20,000	\$130.68/M

***Typical Quantity**

Non-Birth Record Security Paper includes all printed and paper based security plus watermark paper (Shipping costs are included)

8 1/2" x 11" Paper

Production Order Size (# of Cases with 2000 sheets per case)	Price Per Case
25	\$240.00
50	\$154.54
75	\$150.00

8 1/2" x 14" Paper

Production Order Size (# of Cases with 2000 sheets per case)	Price Per Case
25	\$280.00
50	\$178.40
75	\$168.18

*Please Note: The above Non-Birth Record Security Paper prices are based on "production" order quantities and NOT "release" order quantities. For example, if the State places a purchase order for 75 cartons, the price per carton will reflect the "production" quantity price. However, the State, or city, or county may "release" for shipment in whatever quantities are required (even small shipments) without impacting the carton price. These releases can be made on the RR Donnelly web based order entry system that is set up for all Cities and Counties in Michigan. **Billing goes directly to each county or city per "release" and not to the State of Michigan.***

FEDERAL PROVISIONS ADDENDUM

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

FEDERAL PROVISIONS ADDENDUM

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-

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Kickback" Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is in excess of \$100,000 and involves the employment of **mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard work

FEDERAL PROVISIONS ADDENDUM

week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- c. **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency

FEDERAL PROVISIONS ADDENDUM

Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and

FEDERAL PROVISIONS ADDENDUM

throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in *Exhibit 1 – Byrd Anti-Lobbying Certification* below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- a. **Access to Records.** The following access to records requirements apply to this contract:
 - i. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of

FEDERAL PROVISIONS ADDENDUM

making audits, examinations, excerpts, and transcriptions.

- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

b. Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

c. DHS Seal Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

d. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

e. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

f. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

EXHIBIT 1

BYRD ANTI-LOBBYING CERTIFICATION

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT 1 - BYRD ANTI-LOBBYING CERTIFICATION

The Contractor, RR Donnelley, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909



CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **071B1300361**

CONTRACTOR	RR DONNELLEY
	32031 Townley St.
	Madison Heights, MI 48071
	Kristyn Rhoades
	248-357-7129
	kristyn.rhoades@rrd.com
	CV0016899

STATE	Program Manager	Michelle Shortz Wood	MDHHS
		517-335-9748	
		WoodM@michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY				
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PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 days		60 Calendar days ARO		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
As per 1.710 Minimum Order				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 - 1 year options	<input checked="" type="checkbox"/>		July 19, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$328,398.68	\$0.00	\$328,398.68		
DESCRIPTION				
Effective June 3, 2019 the third and fourth option years available on this contract are hereby exercised. The revised contract expiration date is July 19, 2021. Language Revisions to Section 1.021, as attached, become effective June 3, 2019. Prices are adjusted as per amended Attachment A, Price Agreement which become effective July 20, 2019. All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement and DTMB Central Procurement approval.				

Contract # 071B1300361

Language Revisions, Change Notice #3, Effective June 3, 2019

Language Changes Revise and Replace the previous language.

1.020 Scope of Work and Deliverables

1.021 In Scope

Contractor's security plan for their forms production facility for Michigan birth forms is as follows:

A. Quakertown-Production Facility:

1. Armed uniformed security office is present in this facility 24 hours per day, 7 days per week. The security officers have two-way radio contact with members of supervision during the work week.
2. All plant exits are monitored by a uniformed security officer through a centralized alarm and video system.
3. Background clearances and fingerprinting are performed on all employees and vendors.
4. All waste is shredded.
5. All used plates are mutilated.
6. All quality control samples and docket materials are voided.
7. A TV surveillance system monitors the perimeter of the plant, parking areas, all exits, in addition to the manufacturing and secure warehouse areas.
8. All doors to the plant are locked with access only to authorized persons having a swipe card and a personal identification number. The security officers check ID badges to ensure facility security.
9. All employees wear color photo ID badges which include the coded security level to which they are allowed admittance
10. All authorized persons working in, entering, or leaving the secured manufacturing area are monitored by the security officer.
11. All outside vending and contractor employees are strictly controlled and wear ID badges.
12. All visitors are restricted to authorized areas unless appropriate clearances are obtained for entering a restricted area.
13. The facility is monitored by an E.T.S addressable point fire alarm system with horns, strobes, and water flow indicators. This system is monitored 24 hours a day, 7 days a week by the security officers.
14. There are four levels of security within the facility thus limiting and controlling access to the high security areas.
15. Motion sensors are strategically located and linked to the monitoring system.
16. All cameras are 100% video recorded 24 hours a day, 7 days a week. These video tapes are archived for six months. Documents that comply with NISP: Contractor has reviewed the NISP requirements posted on their website and can confirm that document handling is within these requirements.

B. Columbus, Ohio- Storage Facility & Imprint for Shell Stock:

1. Caged and locked storage with key card access only
2. All facility exits are monitored by video surveillance
3. Background clearances are performed on all employees
4. Only Limited and Qualified employees are allowed inside caged area
5. The cage is monitored via CCTV and surveillance storage limited to 30 days.
6. Security cage is monitored 24/7 via closed circuit TV
7. The associated NVR records and holds 30 days of data.
8. Tyco monitors access points (doors) around the clock.
9. Alarm events set about a notification protocol and that requires a number of established facility contacts to be notified including the warehouse manager.

C. Columbus, Ohio- Production Facility & Imaging of Shell Stock

1. Forms to be imaged will be removed from caged storage via a qualified employee and numbering documented within systems
2. Forms will be transported to imaging area via a caged and locked cart. Only qualified employees will be handling forms.
3. After forms are imaged with county seal, finished product is packaged in carton with security tape and moved over to shipping area via caged and locked cart until ready to ship.
4. Handling systems protocols are in place for recording numerical or sequenced shipments
5. All waste is shredded, and quality control samples are voided.
6. All outside vending and contractor employees are strictly controlled and wear ID badges.



Attachment A, Price Agreement

Pricing Update, Change Notice 3, Effective July 20, 2019

Birth Record Security Paper

Combination Price for Vital Record Base Sheet (DCH-0950) & Shell Stock (DCH-0950-Shell) when ordered and produced together. (Secure truck freight for DCH-0950 and standard freight for DCH-0950-Shell is included).

Base Sheet (DCH-0950) Production Quantity	Price per 1,000 Sheets	Shell Stock (DCH-0950-Shell) Production Quantity	Price per 1,000 Sheets
80,000	\$96.45/M	40,000	\$78.70/M
*100,000	\$84.45/M	*80,000	\$68.65/M
150,000	\$72.18/M	100,000	\$63.34/M

(Both Make-ready charges are absorbed into the Base sheet pricing)

Vital Record Base Sheet (DCH-0950) w/ two State raised seals- Stand-alone Production Order. (Secure Truck Freight is included)

Production Order Quantity	Price per 1,000 Sheets
80,000	\$97.47/M
*100,000	\$85.81/M
150,000	\$73.22/M

Shell Stock (DCH-0950-Shell) w/ one State raised seal- Stand-alone Production Order. (Standard Freight is included)

Production Order Quantity	Price per 1,000 Sheets
40,000	\$95.00/M
*80,000	\$74.00/M
100,000	\$69.75/M

Imprint Charges for County Seal printed on Shell Stock- charged separately upon order and invoiced to MI.

Imprint Quantity	Imprint Charge
*2,000-10,000	\$42.00/M
>10,000 and up	\$20.00/M



Custom Imprint Paper for Counties utilizing a raised County Seal and raised MI Seal (like DCH-0950). This paper is ordered directly by the Counties and shipped/billed directly to the counties. (Standard Freight is included)

Order Quantity	Price per 1,000 Sheets
4,000	\$316.00/M
6,000	\$230.00/M
8,000	\$200.00/M
10,000	\$165.00/M
20,000	\$115.00/M

***Typical Quantity**



Non-Birth Record Security Paper includes all printed and paper-based security plus watermark paper (Standard freight is included)

8 1/2" x 11" Paper

Production Order Size (# of Cases with 2000 sheets per case)	Price Per Case
25	\$211.00
50	\$132.00
75	\$136.00

8 1/2" x 14" Paper

Production Order Size (# of Cases with 2000 sheets per case)	Price Per Case
25	\$247.00
50	\$157.00
75	\$148.00

*Please Note: The above Non-Birth Record Security Paper prices are based on "production" order quantities and NOT "release" order quantities. For example, if the State places a purchase order for 75 cartons, the price per carton will reflect the "production" quantity price. However, the State, or city, or county may "release" for shipment in whatever quantities are required (even small shipments) without impacting the carton price. These releases can be made on the RR Donnelly web-based order entry system that is set up for all Cities and Counties in Michigan. **Billing goes directly to each county or city per "release" and not to the State of Michigan.***



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2

to

Contract Number 071B1300361

CONTRACTOR	R R DONNELLEY & SONS CO
	32031 Townley St.
	Madison Heights, MI 48071
	Kristyn Rhoades
	248-357-7129
	kristyn.rhoades@rrd.com
*****4130	

STATE	Program Manager	Kevin Dunn	MDHHS
		517-335-5096	
	dunnk3@Michigan.gov		
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 284-7026	
		hiltzv@michigan.gov	

CONTRACT SUMMARY				
SECURITY PAPER				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 20, 2011	July 19, 2017	6 - 1 Year	July 19, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 days		60 Calendar days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
As per 1.710 Minimum Order				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2, one year options	<input type="checkbox"/>		July 19, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$328,398.68	\$0.00	\$328,398.68		
DESCRIPTION				
Effective July 14, 2017 the first and second option year available on this contract are hereby exercised. The revised contract expiration date is July 19, 2019. Prices are adjusted as per amended Attachment A, Price Agreement. All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement and DTMB Central Procurement approval.				



Attachment A, Price Agreement
as amended via Change Notice #2

Birth Record Security Paper

Combination Price for Vital Record Base Sheet (DCH-0950) & Shell Stock (DCH-0950-Shell) when ordered together at the same time.

Base Sheet (DCH-0950) Production Quantity	Price per 1,000 Sheets	Shell Stock (DCH-0950-Shell) Production Quantity	Price per 1,000 Sheets
80,000	\$69.53	40,000	\$62.00/M
*100,000	\$65.96	*80,000	\$53.20/M
150,000	\$60.00	100,000	\$50.00/M

Vital Record Base Sheet (DCH-0950) w/ two State raised seals-Stand-alone Production Order

Production Order Quantity	Price per 1,000 Sheets
80,000	\$70.15/M
*100,000	\$68.00/M
150,000	\$63.50/M

Shell Stock (DCH-0950-Shell) w/ one State raised seal- Stand-alone Production Order

Production Order Quantity	Price per 1,000 Sheets
40,000	\$90.00/M
*80,000	\$68.00/M
100,000	\$60.00/M

Imprint Charges for County Seal printed on Shell Stock- charged separately upon order and invoiced to MI.

Imprint Quantity	Imprint Charge
*2,000-10,000	\$42.00/M
>10,000 and up	\$20.00/M

BDR

Custom Imprint Paper for Counties utilizing a raised County Seal and raised MI Seal (like DCH-0950). This paper is ordered directly by the Counties and shipped/billed directly to the counties.

Order Quantity	Price per 1,000 Sheets
4,000	\$293.60/M
6,000	\$208.00/M
8,000	\$179.00/M
10,000	\$143.60/M
20,000	\$91.86/M

*Typically Quantity



Non-Birth Record Security Paper includes all printed and paper based security plus watermark paper (Shipping costs are included)

8 ½" x 11" Paper

Production Order Size (# of Cases with 2000 sheets per case)	Price Per Case
25	\$188.86
50	\$117.75
75	\$109.67

8 ½" x 14" Paper

Production Order Size (# of Cases with 2000 sheets per case)	Price Per Case
25	\$221.95
50	\$140.67
75	\$134.58

*Please Note: The above Non-Birth Record Security Paper prices are based on "production" order quantities and NOT "release" order quantities. For example, if the State places a purchase order for 75 cartons, the price per carton will reflect the "production" quantity price. However, the State, or city, or county may "release" for shipment in whatever quantities are required (even small shipments) without impacting the carton price. These releases can be made on the RR Donnelly web based order entry system that is set up for all Cities and Counties in Michigan. **Billing goes directly to each county or city per "release" and not to the State of Michigan.***



STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**

to

Contract Number **071B1300361**

CONTRACTOR	R R DONNELLEY & SONS CO
	32031 Townley St.
	Madison Heights, MI 48071
	Kristyn Rhoades
	248-357-7129
	kristyn.rhoades@rrd.com
	*****4130

STATE	Program Manager	Kevin Dunn	MDHHS
		517-335-5096	
		dunnk3@michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 284-7026	
		hiltzv@michigan.gov	

CONTRACT SUMMARY				
SECURITY PAPER				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 20, 2011	July 19, 2017	6 - 1 Year	July 19, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		60 Calendar Days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 19, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$328,398.68	\$0.00	\$328,398.68		
DESCRIPTION				
Effective June 1, 2017, two items are added to this contract, per revised Attachment A and changes are made to the contract language as outlined in Attachment B. The Contract Administrator is changed to Valerie Hilts, DTMB. The Program Manager/CCI is changed to Kevin Dunn, Manager, MDHHS. RR Donnelley's business address is changed to 32031 Townley St., Madison Heights, MI 48071. All other terms, conditions, specifications and pricing remain the same per contractor and agency agreement, and DTMB Procurement approval.				



Attachment A, Price Agreement
as amended via Change Notice #1

Birth Record Security Paper

Order Quantity w/ State Raised but with Printed County Seal	Price Agreed Upon per 1000 Sheets		Order Quantity w/ State and County Raised Seals	Price Agreed Upon per 1000 Sheets
2/m	\$89.67		2/m	\$477.67
4/m	\$89.67		4/m	\$273.67
6/m	\$89.67		6/m	\$192.67
8/m	\$89.67		8/m	\$165.67
10/m	\$89.67		10/m	\$132.67
20/m	\$67.67		20/m	\$84.02
50/m	\$67.67		50/m	\$59.67

Non-Birth Record Security Paper (includes all printed and paper based security plus watermark paper)

8 ½" x 11" Paper

Production Order Size (# of Cases with 2000 sheets per case)	Price Per Case
25	\$180.00
50	\$110.00
75	\$102.00

8 ½" x 14" Paper

Production Order Size (# of Cases with 2000 sheets per case)	Price Per Case
25	\$210.00
50	\$130.00
75	\$124.00

*Please Note: The above Non-Birth Record Security Paper prices are based on "production" order quantities and NOT "release" order quantities. For example, if the State places a purchase order for 75 cartons, the price per carton will reflect the "production" quantity price. However, the State, or city, or county may "release" for shipment in whatever quantities are required (even small shipments) without impacting the carton price. These releases can be made on the RR Donnelly web based order entry system that is set up for all Cities and Counties in Michigan. **Billing goes directly to each county or city per "release" and not to the State of Michigan.***



Attachment B

*Changes to Contract Language with the addition of non-birth security paper via Change Notice 1,
Effective June 1, 2017*

The contract language shall be revised as follows:

1.1.1 Background

Security paper must contain a minimum of three levels of security. The first level would be evident to the customer in order to assure acceptability for the agency requesting production of the record, as dictated by the National Association for Public Health Statistical Information System (NAPHSIS). In addition, security measures known only to the vendor and select individuals of the Division for Vital Records and Health Statistics are required to be able to authenticate the validity of the record. The last security level contains forensic identifiers discernable only after testing in a laboratory.

1. Birth Records: Security paper is used by the State of Michigan to provide Michigan born individuals with certified birth records in order to fulfill citizenship requirements to various agencies and organizations.
2. Non-Birth Records: Security paper is used by the State of Michigan to provide individuals with certified copies of vital events, such as affidavit of parentage, marriage, divorce, and death records in order to allow them to provide documentation necessary to confirm requirements to various agencies and organizations. These individuals are able to change their birth records, add a new spouse or child to health insurance, obtain death benefits, obtain employment opportunities, obtain state and federal assistance, apply for retirement and perform other necessary activities during the course of living in the United States and abroad. Contractor will be expected to utilize high resolution printing technology which can then be used in either common photocopiers or common laser printers.

1.022 Work and Deliverables

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

1. Security Paper for Birth Records and Non-Birth Records:
 - a. The Contractor must deliver and will provide in-house storage and delivery of cut single sheet forms to the Division for Vital Records and Health Statistics, 333 S. Grand Ave., Lansing, MI, 48933 or to authorized addresses for local county offices as specified in an approved listing supplied by the State Registrar or designee.
 - b. Contractor is to provide the State Registrar or designee a listing of each shipment that includes the number of cases by type of paper and the starting and ending certificate number in each case.
 - c. The contractor must also provide on a monthly basis, a detailed report, listing the destruction of worn or obsolete materials that were used to print the certified security paper.



- d. Missing numbers, inferior quality paper (numbered) overages or shortages will not be tolerated.
- e. The contractor must report any problems or discrepancies concerning these factors immediately to the State Registrar or designee.
- f. The contractor must also report any security issues encountered regarding any materials under the contractor's control.
- g. The contractor agrees to cooperate fully in any investigation pertaining to these issues.

1.0710 Minimum Order

- 1. For Birth Record Security Paper: The State anticipates ordering 100,000 sheets annually; however, pricing of less than 100,000 sheets annually has been determined and agreed upon by the Contractor. The breakdown of "production" order quantity and price is listed in Attachment A. The "production" orders need not ship in their entirety, and can be shipped via release request from the agency without impacting the carton price. There is no minimum for delivery. Only full cases will be shipped.
- 2. For Non-Birth Record Security Paper: The State anticipates ordering 50,000 sheets annually; however, pricing of less than 50,000 sheets annually has been determined and agreed upon by the Contractor. The breakdown of "production" order quantity and price is listed in Attachment A. The "production" orders need not ship in their entirety, and can be shipped via "release" request from the agency or governmental entity without impacting the carton price. There is no minimum for delivery. Only full cases will be shipped.

1.0713 Delivery Term

- 1. For Birth Record Security Paper: The Contractor must ship "F.O.B. Delivered, within Government Premises" with transportation charges per-paid on all orders in excess of the Contractor's minimum order requirement.
 - a. A list will be provided by the Division for Vital Records and Health Statistics to the Contractor, providing the addresses to which the items will be delivered to State, county or local offices.
 - b. United Parcel Service (UPS) or equally secured shipping method must be used at all times.
 - c. Billing, regardless of where the items are shipped will go to the Michigan Department of Health and Human Services.
- 2. For Non-Birth Record Security Paper: The Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders in excess of the Contractor's minimum order requirement.
 - a. A list will be provided by the Division for Vital Records and Health Statistics to the Contractor, providing the addresses to which the items will be delivered, whether to State, county or local offices.
 - b. United Parcel Service (UPS) or equally secured shipping method must be used at all times.



- c. If delivered to location other than a State of Michigan office, the billing goes directly to each county or city per “release” and not to the State of Michigan.

1.0718 Reports and Meetings

1. Reports for Birth and Non-Birth Security Paper. The contractor shall be required to submit periodic reports to the State, as requested, including, but not restricted to:
 - a. Usage reports- including quantities and dollars sold to the State and other County or City governmental agencies.
 - b. Order/Shipping Reports- which will include the number of cases by type of paper and the starting and ending certificate number in each case.
 - c. Monthly Destruction Report- listing the destruction of worn or obsolete materials that were used to print the security paper.
 - d. The Contractor must report any problems or discrepancies immediately to the State.
 - e. The Contractor must report any security issues encountered regard any materials under the Contractor’s control.
 - f. Provide notification and a record of the personnel changes that pertain to the services and describe how planned personnel changes, during that month, may impact performance of the contract.
 - g. The contractor must set forth an updated schedule that provides information on the status of upcoming Deliverables, expected dates of delivery (or redelivery), and estimates on timing for completion of the project(s).
 - h. The Contractor must notify the State if circumstances arise that will impair or prevent on-time completion and delivery of Deliverables, and if there are factors that will impact on-time completion and delivery of Deliverables in the future.
2. Reports for Birth Security Paper. The contractor shall be required to submit periodic reports to the State, as requested, including, but not restricted to:
 - a. As requested by the State, the Contractor must separately address its performance in each area of service:
 - i. Contractor must assess the degree to which the Contractor has attained or failed to attain the pertinent objective in that area, including on-time completion and delivery of Deliverables.
 - ii. If failure to achieve on-time completion and delivery of Deliverables has occurred, the Contractor must explain the reason for the failure and include a plan for corrective action, where appropriate.
 - iii. Contractor shall include plans for risk mitigation, where appropriate, and describe the status of ongoing problem resolution efforts.
3. Meetings. The State may request a kick-off meeting with the Contractor within thirty (30) days of the Effective Date. The State may request other meetings as it deems appropriate.

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

CONTRACT NO. 071B1300361
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE Kristyn Rhoades (248) 357-7129
RR Donnelley 26899 Northwestern Hwy, STE. 111 Southfield, MI 48033		CONTRACTOR NUMBER/MAIL CODE (2) 36-1004130 (011)
Email: kristyn.rhoades@rrd.com		BUYER/CA (517) 241-7233 Don Mandernach
Contract Compliance Inspector: Tim Croze (517) 322-3394 Security Paper – Department of Community Health		
CONTRACT PERIOD: 6 yrs. + 6 one-year options From: July 20, 2011 To: July 19, 2017		
TERMS	SHIPMENT	
Net 45 Days	60 Calendar Days ARO	
F.O.B.	SHIPPED FROM	
Delivered	Quakertown, PA	
MINIMUM DELIVERY REQUIREMENTS		
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of RFP #07111300093, this Contract Agreement and the vendor's quote dated June 3, 2011. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.		
Estimated Contract Value: \$328,398.68		

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the RFP No. 07111300093. Orders for delivery will be issued directly by the Michigan Department of Community Health through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:

RR Donnelley
Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature
Don Mandernach, Buyer

Name/Title
Commodities Division, Purchasing Operations

Division

Date



STATE OF MICHIGAN
Department of Technology, Management and Budget
Purchasing Operations

Contract No. 071B1300361
Security Paper
Michigan Department of Community Health

Buyer Name: Donald Mandernach
Telephone Number: (517) 241-7233
E-Mail Address: mandernachd@michigan.gov



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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” means the seven year period following Contractor’s provision of any work under the Contract.

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

“Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday, Office of State **Employer mandated furlough day**, 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

“DTMB” means the Michigan Department of Technology, Management and Budget

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

“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)

1.010 Project Identification

This Contract provides Security Paper for the State of Michigan Department of Community Health, Vital Records Office.

1.011 Project Request

The Contractor will assist in the design and provide the Michigan Department of Community Health, Vital Records Office with security paper to be used for printing birth transcripts for Michigan born individuals.

1.012 Background

Security paper is used by the State of Michigan to provide Michigan born individuals with certified birth records in order to fulfill citizenship requirements to various agencies and organizations.

1.020 Scope of Work and Deliverables

1.021 In Scope

Contractors' security plan for the paper and printer facility involved in the production of Michigan birth forms is as follows:

1. Armed uniformed security officer is present in this facility 24 hours per day, 7 days per week. The security officers have two-way radio contact with members of supervision during the work week.
2. All plant exits are monitored by a uniformed security officer through a centralized alarm and video system.
3. Background clearances and fingerprinting are performed on all employees and vendors.
4. All waste is shredded.
5. All used plates are mutilated.
6. All quality control samples and docket materials are voided.
7. A TV surveillance system monitors the perimeter of the plant, parking areas, all exits, in addition to the manufacturing and secure warehouse areas.
8. All doors to the plant are locked with access only to authorized persons having a swipe card and a personal identification number. The security officers check ID badges to ensure facility security.
9. All employees wear color photo ID badges which include the coded security level to which they are allowed admittance.
10. All authorized persons working in, entering, or leaving the secured manufacturing area are monitored by the security officer.
11. All outside vending and contractor employees are strictly controlled and wear ID badges.
12. All visitors are restricted to authorized areas unless appropriate clearances are obtained for entering a restricted area.
13. The facility is monitored by an E.T.S. addressable point fire alarm system with horns, strobes, and water flow indicators. This system is monitored 24 hours a day, 7 days a week by the security officers.
14. There are four levels of security within the facility, thus limiting and controlling access to the high security areas.
15. Motion sensors are strategically located and linked to the monitoring system.



16. All cameras are 100% video recorded 24 hours a day, 7 days a week. These video tapes are archived for six months. Documents that comply with NISP: Contractor has reviewed the NISP requirements posted on their web-site and can confirm that document handling is within these requirements.

1.022 Work and Deliverable

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

The Contractor must deliver Security Paper and will provide in-house storage and delivery of cut single sheet forms to the Division for Vital Records and Health Statistics, 201 Townsend St, Lansing, MI, 48913 or to authorized addresses for local county offices as specified in an approved listing supplied by the State Registrar or designee.

Contractor is to provide the State Registrar or designee a listing of each shipment that includes the number of cases by type of paper and the starting and ending certificate number in each case. The contractor must also provide on a monthly basis, a detailed report, listing the destruction of worn or obsolete materials that were used to print the certified security paper. Missing numbers, inferior quality paper (numbered) overages or shortages will not be tolerated. The contractor must report any problems or discrepancies concerning these factors immediately to the State Registrar or designee. The contractor must also report any security issues encountered regarding any materials under the contractor's control. The contractor agrees to cooperate fully in any investigation pertaining to these issues.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

Contractor's Key Personnel and physical location during Contract performance:

Kristyn Rhoades, Project Manager
RR Donnelley
26899 Northwestern Hwy, STE 111
Southfield, MI 48033
Telephone: (248) 514-2763
Email: kristyn.rhoades@rrd.com

Connie Burnett, Customer Service Rep.
RR Donnelley
26899 Northwestern Hwy, STE 111
Southfield, MI 48033
Telephone: (248) 514-2763

1.040 Project Plan

1.041 Project Plan Management

The contractor will carry out this project under the direction and control of the State Registrar or designee and the Division for Vital Records and Health Statistics. Glenn Copeland, State Registrar, Vital Records and Health Statistics will be the initial point of contact for the State and will designate State staff to be determined after review of successful bid.

Although there will be continuous liaison with the contractor team, the client agency's project director will meet monthly as a minimum, with the contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the contractor in solving problems that arise.

1.042 Reports

Contractor is to provide the State Registrar or designee a listing of each shipment that includes the number of cases by type of paper and the starting and ending certificate number in each case. The contractor must also provide on a monthly basis, a detailed report, listing the destruction of worn or obsolete materials that were used to print the certified security paper.

**1.050 Acceptance****1.051 Criteria**

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

Security level standard provisions of vital record paper as itemized in Contractor requirements
Position and review process of physical Contractor location security
Review of security measures for shipment
Quality of end product and guarantee of turnaround production of product

1.052 Final Acceptance – Deleted – Not Applicable**1.060 Pricing****1.061 Pricing**

The pricing details are provided in **Attachment A**.

1.062 Price Term

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.

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. Purchasing Operations 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). Purchasing Operations 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 TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The 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: The State is exempt from sales tax for direct purchases. The Contractor's prices must not include sales tax. DTMB-Purchasing Operations will furnish exemption certificates for sales tax upon request.

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

1.064 Holdback – Deleted – Not Applicable**1.070 Commodity Requirements and Terms****1.0701 Specifications**

All Deliverable(s) must conform to the specifications.

Contractor's specifications are not listed due to the secure nature of this Contract.

**1.0702 Alternate Bids – Deleted – Not Applicable****1.0703 Research and Development**

Contractor has research facilities in Grand Island, New York and Downers Grove, Illinois that support the development and implementation of new technologies to better meet customer needs and improve operating efficiencies.

1.0704 Quality Assurance Program

Contractor has adopted the ISO 9000 international standards as its Quality System.

1.0705 Warranty for Products or Services

Contractor warrants that for a period of twelve (12) months from the date of manufacture, the products manufactured and/or sold by Contractor are free from material defects in material and workmanship and conform substantially to any specifications that are a part of this Agreement. The sole and exclusive obligation of Contractor and the sole and exclusive remedy of the State of Michigan under this warranty are limited to the replacement or reworking of the defective products or the return of that portion of the purchase price applicable to the defective products. Except for any express warranty set forth herein, Contractor makes no, and disclaims all warranties, representations or guarantees of any kind or nature, whether express, implied or statutory, including, without limitation, warranties of merchantability, non-infringement, fitness for a particular purpose or use and warranties of uninterrupted or error-free performance of products or services. Contractor's maximum liability for any and all claims arising directly or indirectly from the performance of its obligations under the Agreement, whether resulting from Contractor's negligence or otherwise, shall not in the aggregate exceed the purchase price of the products or services affected

1.0706 Training

Contractor will train any State employees on both the security features used within our solution as well as any ordering tools we will be providing as part of our contract.

1.0707 Special Programs – Deleted – Not Applicable**1.0708 Security**

Contractor will secure a truck that is used exclusively for the State of MI product. No other product will be put on the truck. Contractor places a seal on the truck and provides the driver with information that the seal must be broken by the customer. The seal number is noted on the Bill of Lading. Background checks are acceptable.

Delivery Capabilities**1.0709 Time Frames**

All Deliverable(s) must be delivered within 60 Calendar Days after receipt of order. Contractor's standard production lead time on orders is 4-6 weeks. Secured delivery is mandatory for any deliveries on any aspect of security paper. UPS, FedEx or other equally secure delivery service is required.

1.0710 Minimum Order

The accepted minimum order is 100,000 annually; however pricing of less than 100,000 sheets annually has been determined and agreed upon by the Contractor. The breakdown of order quantity and price is listed in Attachment A.

1.0711 Packaging

Forms are to be packed 2,000 sheets per carton; missing inferior quality product, overages or shortages will not be tolerated. Beginning and ending numbers must be listed on each carton. The contents of the carton are to be plastic wrapped in quantities of 500 sheets. Cartons must be sealed with printed security tape to deter and reveal tampering with sealed cartons.



1.0712 Palletizing

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

- Manufacturer's standard 4-way shipping pallets are acceptable.

1.0713 Delivery Term

F.O.B. Delivered – A list of deliverables will be provided by the Division for Vital Records and Health Statistics to the contractor. Items will be delivered to State and local offices, billing will go to the Michigan Department of Community Health.

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders in excess of the Contractor's minimum order requirement.

United Parcel Service (UPS) must always be used.

1.0714 Contract Performance – Deleted – Not Applicable

1.0715 Place of Performance

The Contractor must list the location of all facilities that will be involved in performing this Contract:

Full address of place of performance	Owner/operator of facility to be used	Percent (%) of Contract value to be performed at listed location
RRD Quaker Town Plant, 100 American Drive Quaker Town, PA 18951	Paul Forester	100%

1.0716 Environmental Requirements & Recyclability – Deleted – Not Applicable

1.0717 Subcontractors – Deleted – Not Applicable

1.0718 Reports and Meetings

(a) Reports.

Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of periodic reports to be issued by Contractor to the State. Such reports may include:

- separately address Contractor's performance in each area of the Services;
- for each area of the Services, assess the degree to which Contractor has attained or failed to attain the pertinent objectives in that area, including on-time completion and delivery of Deliverables;
- explain the reasons for any failure to achieve on-time completion and delivery of Deliverables and include a plan for corrective action where appropriate;
- describe any circumstances that Contractor anticipates will impair or prevent on-time completion and delivery of Deliverables in upcoming reporting periods;
- include plans for corrective action or risk mitigation where appropriate and describe the status of ongoing problem resolution efforts;
- set forth a record of the material personnel changes that pertain to the Services and describe planned changes during the upcoming month that may affect the Services.
- set forth an updated schedule that provides information on the status of upcoming Deliverables, expected dates of delivery (or redelivery) of such Deliverables and estimates on timing for completion of the Project.

(b) Meetings.

The State may request a kick-off meeting with the Contractor within thirty (30) days of the Effective Date. The State may request other meetings as it deems appropriate.

1.0719 Samples/Models – Deleted – Not Applicable

1.080 Additional Requirements – Deleted – Not Applicable



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of 6 years beginning July 20, 2011 through July 19, 2017. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in Section 2.150) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

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 six (6) additional one (1) year periods.

2.003 Legal Effect

The State is not liable for costs incurred by the Contractor or for payment(s) under this Contract until the Contractor is authorized to perform under Section 2.005, Ordering.

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 Purchase Order, which must be approved by the Contract Compliance Inspector, to order any Deliverable(s). The Contractor is not authorized to begin performance until receipt of a Purchase Order.

2.006 Order of Precedence

(a) This 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 – Deleted – Not Applicable

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

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

2.020 Contract Administration**2.021 Issuing Office**

This Contract is issued by the Department of Technology, Management and Budget, Purchasing Operations and The Michigan Department of Community Health, Bureau of Local Health and Administrative Services, Vital Records and Health Statistics (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Purchasing Operations 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 Purchasing Operations for this Contract is:

Donald Mandernach - Buyer
Purchasing Operations
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
mandernachd@michigan.gov
(517) 241-7233

2.022 Contract Compliance Inspector (CCI)

After DTMB-Purchase Operations receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with Bureau of Local Health and Administrative Services, Vital Records and Health Statistics, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract 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 DTMB Purchasing Operations. The Contract Compliance Inspector for this Contract is:

Penny Saites, Manager
Contract & Purchasing Section
Michigan Department of Community Health
320 S. Walnut Street
Email: saitesp@michigan.gov
Phone: (517) 335-5096
Fax: (517) 241-4845

2.023 Project Manager

The following individual will oversee the project on a day to day basis:

Glenn Copeland, Director
Division of Vital Records and Health Statistics
Michigan Department of Community Health
201 Townsend Street, 2nd Floor
Email: copelandg@michigan.gov
Phone: (517) 335-8677
Fax: (517) 335-9264

**2.024 Change Requests**

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

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

(c) No proposed change may be performed until DTMB-Purchasing Operations issues a duly executed Contract Change Notice for the proposed change.

2.025 Notices

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

If to State:

State of Michigan
DTMB - Purchasing Operations
Attention: Donald Mandernach
PO Box 30026
530 West Allegan
Lansing, Michigan 48909
mandernachd@michigan.gov
Fax: (517) 335-0046

Contractor:
RR Donnelley
26899 Northwestern Hwy, STE 111
kristyn.rhodes@rrd.com
(248) 357-7400

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

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the table. 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 this Contract or the project to which it relates will not be made without prior approval by the State, and only in accordance with the instructions from the State.

2.032 Contract Distribution

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

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 Contract.

2.034 Website Incorporation

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

2.035 Future Bidding Preclusion – Deleted – Not Applicable**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 mandated by federal disaster response requirements, Contractor personnel dedicated to providing Deliverable(s) under this Contract will provide the State with priority.

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

Prices are fixed for all Deliverable(s) and for all of the associated payment milestones and amounts.

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 – Deleted – Not Applicable**2.045 Pro-ration - Deleted – Not Applicable****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 Contractor's acceptance of final payment by the State constitutes a waiver of all claims by the Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed. For other claims, final payment by the State will not constitute a waiver by either party of any rights as to the other party's continuing obligations, nor will it constitute a waiver of any claims under this Contract, including claims for Deliverable(s) not reasonably known to be defective or substandard.

2.048 Electronic Payment Requirement

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

2.050 Taxes**2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the 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 the Contractor to perform work must be employees of the Contractor or its majority-owned subsidiaries, or a State-approved Subcontractor, and must be fully qualified to perform the work assigned to them. The Contractor must include this requirement in any subcontract.

2.062 Contractor Key Personnel

- (a) The Contractor must provide the Contract Compliance Inspector with the names of Key Personnel.
- (b) The Contractor must dedicate Key Personnel to perform work for the duration of the Contract as provided in Section 1.3.3, Staff, Duties, and Responsibilities.
- (c) Before assigning a new individual to any Key Personnel position, the Contractor must notify the State of the proposed assignment, introduce the individual to the appropriate State representatives, and provide the State with a resume and any other reasonably requested information. The State must approve or disapprove the assignment, reassignment, or replacement of any Key Personnel. The State may interview the individual before making its decision. If the State disapproves an individual, the State will provide a written explanation outlining the reasons for the rejection.
- (d) The Contractor may not remove any Key Personnel from their assigned roles without the prior consent of the State. The Contractor's removal of Key Personnel without the prior consent of the State constitutes Unauthorized Removal. Unauthorized Removal does not include replacing Key Personnel for reasons beyond the Contractor's reasonable control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. Unauthorized Removal does not include replacing Key Personnel because of promotions or other job movements allowed by the Contractor's personnel policies or Collective Bargaining Agreement(s), as long as the Contractor assigns the proposed replacement to train the outgoing Key Personnel for 30 days. Any Unauthorized Removal will be considered a material breach of the Contract.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 Days before redeploying non-Key Personnel to other projects.

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

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

2.064 Contractor Personnel Location

Subject to availability, the State may allow selected Contractor personnel to use State office space.

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

The Contractor and its Subcontractors must cooperate with the State and its agents and other contractors, including the State's quality assurance personnel. The Contractor must provide reasonable access to its personnel, systems, and facilities related to the Contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

2.067 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.

2.068 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.

2.070 Subcontracting by Contractor – Deleted – Not Applicable

2.071 Contractor full Responsibility – Deleted - Applicable

2.072 State Consent to delegation – Deleted - Applicable

2.073 Subcontractor bound to Contract – Deleted - Applicable

2.074 Flow Down – Deleted - Applicable

2.075 Competitive Selection – Deleted - Applicable

2.080 State Responsibilities

2.081 Equipment – Deleted - Applicable

2.082 Facilities – Deleted - Applicable

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 – Deleted – Not Applicable

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 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 Department of Technology, Management and Budget, Purchasing Operations.

2.122 Warranty of Merchantability – Deleted - Applicable

2.123 Warranty of Fitness for a Particular Purpose – Deleted - Applicable

2.124 Warranty of Title – Deleted - Applicable

2.125 Equipment Warranty – Deleted – Not Applicable

2.126 Equipment to be New – Deleted – Not Applicable

2.127 Prohibited Products – Deleted - Applicable

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/dleg.



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 – Deleted - Applicable

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DTMB-Purchasing Operations, 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 coverage's 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 Director of Purchasing Operations, Department of Technology, Management and Budget. 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 insured's 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 – Deleted - Applicable

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, 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 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 2.160** 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 90 days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145.**

**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 **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 2.153**, 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 be liable to Contractor for loss of profits because of a stop work order issued under this **Section**

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 Director of Purchasing Operations, DTMB, 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, the Director of Purchasing Operations, DTMB, 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>.

2.204 Prevailing Wage – Deleted - Applicable

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 whichever 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 DTMB Purchasing Operations.
 - (2) Contractor must also notify DTMB Purchasing Operations 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 DTMB Purchasing Operations within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure – Deleted – Not Applicable

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.
- (d) Should the State of Michigan issue an Executive Order thru the Office of State Employer mandating furlough days, the furlough days will not be considered a Business Day. The Contractor will not seek additional costs from the State for project schedule extensions to the extent such extensions are needed due to Contractor's inability to complete deliverables and milestones in accordance with the project schedule as a result of the above mentioned furlough days.

**2.243 Liquidated Damages – Deleted – Not Applicable****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 – Deleted – Not Applicable**Delivery Responsibilities - Deleted – Not Applicable****2.252 Delivery of Deliverables - Deleted – Not Applicable****2.253 Testing - Deleted – Not Applicable****2.254 Approval of Deliverables, In General - Deleted – Not Applicable****2.255 Process For Approval of Written Deliverables - Deleted – Not Applicable****2.257 Process for Approval of Physical Deliverables - Deleted – Not Applicable**

**2.258 Final Acceptance - Deleted – Not Applicable****2.260 Ownership - Deleted – Not Applicable****2.261 Ownership of Work Product by State - Deleted – Not Applicable****2.262 Vesting of Rights - Deleted – Not Applicable****2.263 Rights in Data - Deleted – Not Applicable****2.264 Ownership of Materials - Deleted – Not Applicable****2.270 State Standards – Deleted – Not Applicable****2.280 Extended Purchasing****2.281 MiDEAL - Deleted – Not Applicable****2.282 State Employee Purchases - Deleted – Not Applicable****2.290 Environmental Provision****2.291 Environmental Provision**

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

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

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

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

2.300 Other Provisions**2.301 Abusive Labor Practices**

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

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

**Attachment A. Price Agreement**

State Raised but with Printed County Seal	Price Agreed Upon per 1000 Sheets		State and County Raised Seals	Price Agreed Upon per 1000 Sheets
2/m	\$89.67		2/m	\$477.67
4/m	\$89.67		4/m	\$273.67
6/m	\$89.67		6/m	\$192.67
8/m	\$89.67		8/m	\$165.67
10/m	\$89.67		10/m	\$132.67
20/m	\$67.67		20/m	\$84.02
50/m	\$67.67		50/m	\$59.67



STATE OF MICHIGAN
COUNTY & CITY REGISTRARS
NON-PUBLIC INFORMATION (FOR OFFICE USE ONLY)

(Revised 07/20/11)

COUNTY	CITY	REGISTRAR'S NAME & ADDRESS	PHONE	FAX
ALCONA		Patricia Truman Alcona County Clerk 106 Fifth St PO Box 308 Harrisville MI 48740-0308 E-Mail: PattiT@alcona-county.net E-Mail: alcona-co@miqvf.org	(989) 724-9410	(989) 724-9419
ALGER		Mary Ann Froberg Alger County Clerk 101 Court St. PO Box 538 Munising MI 49862 E-Mail: algercountyclerk@chartermi.net	(906) 387-2076	(906) 387-2156
ALLEGAN		Joyce A. Watts Allegan County Clerk 113 Chestnut Street Allegan MI 49010 E-Mail: jwatts@allegancounty.org E-Mail: jnagal@allegancounty.org Joan Nagal	(269) 673-0450	(269) 673-0298
ALPENA		Bonnie Friedrichs Alpena County Clerk 720 W. Chisholm St. Suite 2 Alpena MI 49707 E-Mail: friedrib@alpenacounty.org	(989) 354-9520	(989) 354-9644
ANTRIM		Laura Sexton Antrim County Clerk 203 E Cayuga PO Box 520 Bellaire MI 49615-0520 E-Mail: sextonl@antrimcounty.org E-Mail: clerk@antrimcounty.org	(231) 533-6353	(231) 533-6935
ARENAC		Ricky R. Rockwell Arenac County Clerk 120 N. Grove PO Box 747 Standish MI 48658 E-Mail: pegburtch74@yahoo.com	(989) 846-4626	(989) 846-9194
BARAGA		Wendy Goodreau Baraga County Clerk 16 N. Third Street L'Anse MI 49946 E-Mail: wendyg@up.net	(906) 524-6183	(906) 524-6186



BARRY		<p>Pamela A. Miller Barry County Clerk 220 W. State St. Hastings MI 49058</p> <p>E-Mail: pmiller@barryco.org E-Mail: svandenburg@barryco.org</p>	(269) 945-1285	(269) 945-0209
BAY		<p>Cynthia A. Luczak Bay County Clerk 515 Center Avenue Suite 101 Bay City MI 48708-5122</p> <p>E-Mail: luczakc@baycounty.net</p>	(989) 895-4280	(989) 895-4284
BENZIE		<p>Dawn Olney Benzie County Clerk 448 Court Place Beulah MI 49617</p> <p>E-Mail: dolney@benzieco.net</p>	(231) 882-9671	(231) 882-5941
BERRIEN		<p>Louise Stine Berrien County Clerk - Admin Center 701 Main Street St. Joseph MI 49085</p> <p>E-Mail: lstine@berriencounty.org</p>	(269) 983-7111 Ext. 8233	(269) 982-8667
BRANCH		<p>Teresa (Terry) Kubasiak Branch County Clerk 31 Division Street Coldwater MI 49036</p> <p>E-Mail: tkubasiak@countyofbranch.com</p>	(517) 279-4306	(517) 278-5627
CALHOUN		<p>Anne B. Norlander Calhoun County Clerk 315 W. Green St. Marshall MI 49068</p> <p>E-Mail: anorlander@calhouncountymi.gov</p>	(269) 781-0718	(269) 781-0721
CASS		<p>Barbara Runyon Cass County Clerk 120 N. Broadway PO Box 355 Cassopolis MI 49031-0355</p> <p>E-Mail: BarbR@cassco.org</p>	(269) 445-4464	(269) 445-4406
CHARLEVOIX		<p>Cheryl Potter Browe Charlevoix County Clerk 203 Antrim Street Charlevoix MI 49720</p> <p>E-Mail: clerk@charlevoixcounty.org</p>	(231) 547-7200	(231) 547-7217
CHEBOYGAN		<p>Mary Ellen Tryban Cheboygan County Clerk 870 S. Main Street PO Box 70 Cheboygan MI 49721</p> <p>E-Mail: clerk@cheboygancounty.net</p>	(231) 627-8808	(231) 627-8453



CHIPPEWA		Diane S. Cork Chippewa County Clerk 319 Court St. Courthouse Sault Ste. Marie MI 49783 E-Mail: dcork@chippewacountymi.gov	(906) 635-6300	(906) 635-6851
CLARE		Pamela Mayfield Clare County Clerk 225 W. Main St. PO Box 438 Harrison MI 48625 E-Mail: mayfieldp@clareco.net	(989) 539-7131	(989) 539-6616
CLINTON		Diane Zuker Clinton County Clerk 100 E. State Street Ste 2600 St. Johns MI 48879 E-Mail: zukerd@clinton-county.org E-Mail: feldpaum@clinton-county.org	(989) 224-5140 (989) 224-5149 Non-Public Do not release to public	(989) 227-6421
CRAWFORD		Sandra Moore Crawford County Clerk 200 W. Michigan Avenue Grayling MI 49738 E-Mail: Smooore@crawfordco.org	(989) 344-3207 Sandra's # (989) 344-3200	(989) 344-3223
DELTA		Nancy J. Kolich Delta County Clerk 310 Ludington Street Escanaba MI 49829 E-Mail: clerk@deltacountymi.org	(906) 789-5105	(906) 789-5196
DICKINSON		Dolly L. Cook Dickinson County Clerk 705 Stephenson Avenue PO Box 609 Courthouse Iron Mountain MI 49801 E-Mail: clerkdolly@dickinsoncountymi.gov	(906) 774-0988	(906) 774-4660
EATON		M. Frances Fuller Eaton County Clerk 1045 Independence Blvd. Charlotte MI 48813 E-Mail: ffuller@eatoncounty.org	(517) 543-7500 Ext. 2426	(517) 541-0666
EMMET		Gail A. Martin Emmet County Clerk 200 Division St Petoskey MI 49770 E-Mail: gmartin@emmetcounty.org	(231) 348-1744	(231) 348-0602
GENESEE		Michael Carr Genesee County Clerk 900 S. Saginaw St Room 205 Flint MI 48502 E-Mail: genesee-co@miqvf.org	(810) 257-3225 Divorces (810) 257-3220	(810) 257-3464



GLADWIN		<p>Laura Brandon Gladwin County Clerk 401 W. Cedar Gladwin MI 48624-2088</p> <p>E-Mail: countyclerk@gladwinco.com</p>	(989) 426-7351	(989) 426-6917
GOGEBIC		<p>Gerry R. Pelissero Gogebic County Clerk Courthouse 200 North Moore Bessemer MI 49911</p> <p>E-Mail: gpelissero@gogebic.org</p>	(906) 663-4518	(906) 663-4660
GRAND TRAVERSE		<p>Linda Coburn Grand Traverse County Clerk 400 Boardman Avenue Traverse City MI 49684</p> <p>E-Mail: gtcclerk@co.grand-traverse.mi.us E-Mail: lcoburn@co.grand-traverse.mi.us</p>	<p>(231) 922-4760</p> <p>Very busy from 12-2</p>	(231) 922-4658
GRATIOT		<p>Carol A. Vernon Gratiot County Clerk 214 E Center St PO Box 437 Ithaca MI 48847</p> <p>E-Mail: clerk@co.gratiot.mi.us</p>	(989) 875-5215	(989) 875-5254
HILLSDALE		<p>Marney M. Kast Hillsdale County Clerk 29 North Howell St Courthouse Rm #1 Hillsdale MI 49242</p> <p>E-Mail: mkast@co.hillsdale.mi.us E-Mail: skyser@co.hillsdale.mi.us Stephenie Kyser, Chief Deputy</p>	(517) 437-3391	(517) 437-3392
HOUGHTON	<p>\$10 all vital Records</p> <p>No online service</p>	<p>Mary Schoos Houghton County Clerk 401 E Houghton Avenue Houghton MI 49931</p> <p>E-Mail: schoos@houghtoncounty.net</p>	(906) 482-1150	(906) 483-0364
HURON		<p>Peggy A. Koehler Huron County Clerk 250 E. Huron Avenue Room 201 Bad Axe MI 48413</p> <p>E-Mail: koehlerp@co.huron.mi.us</p>	(989) 269-9942	(989) 269-6160
INGHAM		<p>Mike Bryanton Ingham County Clerk PO Box 179 Mason MI 48854</p> <p>E-Mail: clkmike@ingham.org Teresa Borsuk Mike Ryder</p>	<p>(517) 676-7201</p> <p>Circuit Court Division (517) 483-6500</p>	(517) 676-7254
IONIA		<p>Tonda Rich Ionia County Clerk 100 W. Main St. Ionia MI 48846</p> <p>E-Mail: trich@ioniacounty.org</p>	(616) 527-5322	(616) 527-5323



IOSCO		Nancy J. Huebel Iosco County Clerk 422 Lake Street PO Box 838 Tawas City MI 48764 E-Mail: nhuebel@ioscocoounty.org E-Mail: kflory@ioscocoounty.org Kellie Flores, Deputy	(989) 362-3497	(989) 362-1444
IRON		Joan Luhtanen Iron County Clerk 2 South Sixth St Crystal Falls MI 49920 E-Mail: jluchten@iron.org	(906) 875-3221	(906) 875-6775
ISABELLA		Joyce Swan Isabella County Clerk 200 N. Main St. Mt. Pleasant MI 48858 E-Mail: jswan@isabellacounty.org	(989) 772-0911 Ext. 205	(989) 772-6347
JACKSON		Amanda Riska Jackson County Clerk Courthouse 1 st Floor 312 S. Jackson Street Jackson MI 49201 E-Mail: ariska@co.jackson.mi.us E-Mail: cvanduss@co.jackson.mi.us	(517) 788-4265	(517) 788-4601
KALAMAZOO		Timothy A. Snow Kalamazoo County Clerk 201 West Kalamazoo Avenue Kalamazoo MI 49007 E-Mail: tasnow@kalcounty.com	(269) 383-8840 Press 1 Add'l # (269) 384-8142 Non-Public (269) 384-8141	(269) 383-8862
KALKASKA		Deborah L. Hill Kalkaska County Clerk 605 N. Birch Kalkaska MI 49646 E-Mail: dhill@kalkaskacourt.org	(231) 258-3300	(231) 258-3337
KENT	\$10 for all vital records and \$3 for add'l copies	Mary Hollinrake Kent County Clerk 300 Monroe Ave NW Grand Rapids MI 49503 E-Mail: mary.hollinrake@kentcounty.mi.gov Fraud: bonny.houwerzyl@kentcounty.mi.gov	(616) 632-7640 Mary's # (616) 632-7663 Do not publish	(616) 632-7645
KEWEENAW		Julie Carlson Keweenaw County Clerk 5095 Fourth St Eagle River MI 49950 E-Mail: KEWEENAW-CO@MIQVF.ORG	(906) 337-2229	(906) 337-2795



LAKE		Shelly Myers Lake County Clerk 800 10 th Street Baldwin MI 49304 E-Mail: clerk@co.lake.mi.us	(231) 745-4641	(231) 745-2241
LAPEER		Marlene M. Bruns Lapeer County Clerk 255 Clay Street Lapeer MI 48446 E-Mail: mbruns@lapeercounty.org E-Mail: mbicknell@lapeercounty.org	(810) 667-0356	(810) 667-0362
LEELANAU		Michelle Crocker Leelanau County Clerk 8527 Government Center Drive Suite 103 Suttons Bay MI 49682 E-Mail: mcrocker@co.leelanau.mi.us	(231) 256-9824	(231) 256-8295
LENAAWEE Probate Court Shirley 517-264-4613	Vital Rec moved across st from 425 N Main – new phone & fax	Roxann Holloway Lenawee County Clerk 301 N Main St Adrian MI 49221 E-Mail: roxann.holloway@lenawee.mi.us E-Mail: cathy.marvin@lenawee.mi.us	(517) 264-4598	(517) 264-4533
LIVINGSTON		Margaret M. Dunleavy Livingston County Clerk 200 E. Grand River Howell MI 48843 E-Mail: mdunleavy@co.livingston.mi.us	(517) 546-0500	(517) 546-4354
LUCE		Kathy S. Mahar Luce County Clerk 407 West Harrie St Newberry MI 49868 E-Mail: kamahar@lighthouse.net E-Mail: coclerk@lighthouse.net (Fran)	(906) 293-5521	(906) 293-5553
MACKINAC		Mary Kay Tamlyn Mackinac County Clerk 100 N Marley St St. Ignace MI 49781 E-Mail: MACKINAC-CO@MIQVF.ORG	(906) 643-7300	(906) 643-7302
MACOMB		Carmella Sabaugh Macomb County Clerk Circuit Court Building 40 N Main St 1 st Floor Mt. Clemens MI 48043 E-Mail: kim.cady@macombgov.org E-Mail: Carmella.sabaugh@macombgov.org	(586) 469-5205 Divorces & Marriages (586) 469-5199	(586) 783-8184 Attn: Desk



	East Pointe	Linda Weishaupt, Deputy Clerk 23200 Gratiot Avenue East Pointe MI 48021 E-Mail: LWeishaupt@eastpointecity.org E-Mail: raltimus@eastpointecity.org Randy Altimus, Deputy Clerk	(586) 445-5026 Ext. 2202	
	St. Clair Shores	Mary A. Kotowski 27600 Jefferson Circle Drive St. Clair Shores MI 48081-2093 E-Mail: marya@scsmi.net	(586) 445-5200 Ext. 303	(586) 445-0469
	Sterling Heights	Walter C. Blessed 40555 Utica Road PO Box 8009 Sterling Heights MI 48311-8009 E-Mail: wblessed@sterling-heights.net	(586) 446-2420 Walter's # - Do Not Publish (586) 446-2421	(586) 276-4077
	Warren	Paul Wojno 1 City Square Suite 205 Warren MI 48093-2393 E-Mail: clerk@cityofwarren.org sbuffa@cityofwarren.org	(586) 574-4557	(586) 574-4556
MANISTEE		Marilyn Kliber Manistee County Clerk 415 Third St Manistee MI 49660 E-Mail: mikliber@manisteecountymi.gov	(231) 723-3331	(231) 723-1492
MARQUETTE		Connie Branam Marquette County Clerk Courthouse - 234 W. Baraga Ave Marquette MI 49855 E-Mail: cbranam@mqctcy.org E-Mail: sannala@mqctcy.org	(906) 225-8331	(906) 228-1572
MASON		Jim Riffle Mason County Clerk 304 E Ludington Ludington MI 49431 E-Mail: jriffle@masoncounty.net	(231) 843-8202	(231) 843-1972
MECOSTA		Marcee M. Purcell Mecosta County Clerk 400 Elm St Rm 131 Big Rapids MI 49307 E-Mail: mpurcell@co.mecosta.mi.us Website: www.co.mecosta.mi.us	(231) 592-0784	(231) 592-0193
MENOMINEE		Mike Jasper Menominee County Clerk 839 10th Ave Menominee MI 49858 E-Mail: mjasper@menomineeco.com	(906) 863-9968 Ask for Carol	(906) 863-5819



MIDLAND		Ann Manary Midland County Clerk 220 W Ellsworth St Midland MI 48640 E-Mail: amanary@co.midland.mi.us	(989) 832-6739	(989) 832-6680
MISSAUKEE		Carolyn Flore Missaukee County Clerk PO Box 800 111 S Canal St Lake City MI 49651 E-Mail: clerk@missaukee.org	(231) 839-4967	(231) 839-3684
MONROE		Sharon D. LeMasters Monroe County Clerk 106 E First St Monroe MI 48161 E-Mail: sharon_lemasters@monroemi.org (underscore between sharon and lemasters)	(734) 240-7020	(734) 240-7266 Fax in Personnel Must be labeled County Clerk
MONTCALM		Kristen Millard Montcalm County Clerk 211 W Main PO Box 368 Stanton MI 48888 E-Mail: kmillard@co.montcalm.mi.us	(989) 831-7339	(989) 831-7474
MONTMOREN CY		Cheryl A. Nielsen Montmorency County Clerk 12265 M-32 PO Box 789 Atlanta MI 49709-0789 E-Mail: montmorency-co@miqvf.org	(989) 785-8022	(989) 785-8023
MUSKEGON		Nancy A. Waters Muskegon County Clerk 141 E. Apple Ave Bldg G Second Floor Muskegon MI 49442 E-Mail: watersna@co.muskegon.mi.us E-Mail: grimmki@co.muskegon.mi.us Kimberly Grimm E-Mail: clerk@co.muskegon.mi.us	(231) 724-6221 Press 0	(231) 724-6262
NEWAYGO		Laurel J. Breuker Newaygo County Clerk 1087 Newell PO Box 885 White Cloud MI 49349 E-Mail: Laurie@Co.Newaygo.mi.us	(231) 689-7235	(231) 689-7241
OAKLAND		Bill Bullard Jr. Oakland County Clerk 1200 N Telegraph Dept #413 Pontiac MI 48341 E-Mail: sinkec@oakgov.com	(248) 858-0572	(248) 858-7466 County Clerk's Office (248) 858-0416 Vital Records Office



	Farmington Hills	Pam Smith City Clerk 31555 W Eleven Mile Rd Farmington Hills MI 48336-1165 E-Mail: dbehrend@fhgov.com (handles vital records) E-Mail: psmith@fhgov.com (County Clerk)	(248) 871-2413	(248) 871-2411
	Madison Heights	Marilyn J. Haley 300 W. Thirteen Mile Road Madison Heights MI 48071 E-Mail: marilynhaley@madison-heights.org	(248) 583-0826 Clerk Marilyn's # - Do Not Publish (248) 837-2624	(248) 588-0204
	Pontiac	Yvette Talley 47450 Woodward Avenue Pontiac MI 48342 E-Mail: ytalley@pontiac.mi.us	(248) 758-3200	(248) 758-3160
	Rochester Hills	Jane Leslie 1000 Rochester Hills Drive Rochester Hills MI 48309 E-Mail: lesliej@rochesterhills.org	(248) 656-4630 Jane's # - Do Not Publish (248) 841-2461	(248) 656-4744
	Royal Oak	Melanie Halas 211 Williams St. PO Box 64 Royal Oak MI 48068 E-Mail: melanieh@ci.royal-oak.mi.us	(248) 246-3050 (248) 246-3055 Township (248) 547-9800	(248) 246-3001
	Southfield	Nancy L. M. Banks PO Box 2055 Southfield MI 48037 E-Mail: nbanks@cityofsouthfield.com	(248) 796-5150	(248) 796-5155
	Troy	M. Aileen Bittner 500 W. Big Beaver Road Troy MI 48084 E-Mail: m.bitter@troy.mi.gov	(248) 524-3317	(248) 524-1770
OCEANA		Rebecca J. Griffin Oceana County Clerk 100 State St Suite 1 Hart MI 49420 E-Mail: rgriffin@oceana.mi.us	(231) 873-4328	(231) 873-1391
OGEMAW		Gary Klacking Ogemaw County Clerk 806 W. Houghton Avenue West Branch MI 48661 E-Mail: gklacking@ogemawcountymi.gov	(989) 345-0215	(989) 345-7223
ONTONAGON		Judy D. Roehm Ontonagon County Clerk 725 Greenland Road Ontonagon MI 49953 E-Mail: ontclerk@ontonagoncounty.org	(906) 884-4255	(906) 884-2916



OSCEOLA		<p>Karen Bluhm Osceola County Clerk 301 W Upton Ave Reed City MI 49677</p> <p>E-Mail: oscclerk1@osceolacounty.mi.com</p>	(231) 832-6102	(231) 832-6149
OSCODA		<p>Jeri Winton Oscoda County Clerk 311 S Morenci PO Box 399 Mio MI 48647</p> <p>E-Mail: jwinton@oscodacountymi.com</p>	(989) 826-1110	(989) 826-1136
OTSEGO		<p>Susan DeFeyter Otsego County Clerk 225 W Main Rm 109 Gaylord MI 49735</p> <p>E-Mail: sdefeyter@otsegocountymi.gov</p>	(989) 731-7500	(989) 731-7519
OTTAWA		<p>Daniel C. Krueger Ottawa County Clerk 12220 Fillmore St, Rm 130 PO Box 296 West Olive MI 49460</p> <p>E-Mail: dkrueger@miottawa.org E-Mail: lhanko@miottawa.org E-Mail: munderwood@miottawa.org E-Mail: countyclerk@miottawa.org</p> <p>Holland Office: Eva Callison 12251 James St. Holland MI 49423</p> <p>E-Mail: ecallison@miottawa.org</p> <p>Grand Haven Office: Debrah L. Vickers, Clerk 414 Washington Avenue Grand Haven MI</p> <p>E-Mail: ssayles@miottawa.org</p>	<p>(616) 994-4531</p> <p>(616) 494-5566</p>	<p>(616) 994-4538</p> <p>(616) 494-5495</p>
PRESQUE ISLE		<p>Susan M. Rhode Presque Isle County Clerk 151 E Huron Ave PO Box 110 Rogers City MI 49779</p> <p>E-Mail: piclerk@i2k.net E-Mail: kcounterman@i2k.net</p>	<p>(989) 734-3288 (989) 734-7019</p>	(989) 734-7635
ROSCOMMON		<p>Ann M. Bonk Roscommon County Clerk 500 Lake Street Roscommon MI 48653</p> <p>E-Mail: clerk@roscommoncounty.net</p>	(989) 275-5923	(989) 275-8640



SAGINAW		<p>Susan Kaltenbach Saginaw County Clerk 111 S. Michigan Avenue Saginaw MI 48602</p> <p>E-Mail: skaltenbach@saginawcounty.com E-Mail: csniecinski@saginawcounty.com Connie Sniecinski</p>	<p>(989) 790-5251 (989) 790-5244 Non-Public 989-790-5246</p>	(989) 790-5254
ST CLAIR		<p>Jay M. DeBoyer St Clair County Clerk 201 McMorran Blvd Rm 1100 Port Huron MI 48060</p> <p>E-Mail: jdeboyer@stclaircounty.org</p>	(810) 985-2200	(810) 985-4796
ST JOSEPH		<p>Pattie S Bender St Joseph County Clerk 125 W. Main PO Box 189 Centreville MI 49032</p> <p>E-Mail: benderp@stjosephcountymi.org</p>	<p>(269) 467-5602 (269) 467-5602 Recorded Message</p>	(269) 467-5628
SANILAC		<p>Linda Kozfkay Sanilac County Clerk 60 West Sanilac Room 203 Sandusky MI 48471</p> <p>E-Mail: Lkozfkay@voyager.net</p>	<p>(810) 648-3212 Ext. 8230</p>	(810) 648-5466
SCHOOLCRAFT		<p>Daniel R. McKinney Schoolcraft County Clerk 300 Walnut St Room 164 Manistique MI 49854</p> <p>E-Mail: scregister@chartermi.net</p>	(906) 341-3618	(906) 341-5680
SHIAWASSEE		<p>Lauri Braid Shiawassee County Clerk 208 N Shiawassee St Corunna MI 48817</p> <p>E-Mail: lbraid@shiawassee.net</p>	(989) 743-2242	(989) 743-2241
TUSCOLA		<p>Margie A. White-Cormier Tuscola County Clerk 440 N State St Caro MI 48723</p> <p>E-Mail: mwhite@tuscolacounty.org E-Mail: jfetting@tuscolacounty.org Chief Deputy Clerk</p>	(989) 672-3780	(989) 672-4266
VAN BUREN		<p>Tina Leary Van Buren County Clerk 212 E. Paw Paw Street Ste 101 Paw Paw MI 49079</p> <p>E-Mail: learyt@vbco.org</p>	<p>(269) 657-8218 Press 6</p>	(269) 657-8298
WASHTENAW		<p>Lawrence Kestenbaum Washtenaw County Clerk PO Box 8645 200 N. Main Suite 100 A2 Ann Arbor MI 48107-8645</p> <p>E-Mail: kestenbauml@ewashtenaw.org</p>	<p>(734) 222-6720 Vital Records Circuit Court (734) 222-3001</p>	(734) 222-6786



WAYNE ME Address: 1300 E Warren Detroit 48207 313-833-2520		Cathy M. Garrett Wayne County Clerk Coleman Young Municipal Center Room 201 Detroit MI 48226 E-Mail: cgarrett@co.wayne.mi.us	(313) 224-8259 Divorces & Marriages (313) 224-5514 (313) 224-5530 (313) 224-5536	(313) 224-5364 (313) 224-6262
	Allen Park	Michael I Mizzi 16850 Southfield Allen Park MI 48101 E-Mail: mmizzi@cityoffallenpark.org	(313) 928-1400 Ext 1144 Vital Records	(313) 382-7946
	Dearborn	Kathleen Buda 13615 Michigan Avenue Dearborn MI 48126 E-Mail: kbuda@ci.dearborn.mi.us	(313) 943-2685 Kathy's # - Do Not Publish (313) 928-2021	(313) 943-2011
	Dearborn Heights	Walter J. Prusiewicz City Hall 6045 Fenton Dearborn Heights MI 48127 E-Mail: clerk@ci.dearborn-heights.mi.us	(313) 791-3430	(313) 791-3431
	Detroit	Local Registrar – Georgia Taylor City of Detroit Health Department Herman Kiefer Health Complex 1151 Taylor Detroit MI 48202 E-Mail: taylorg@detroitmi.gov	(313) 876-4049 (313) 876-0417 Vital Records Marriage & Divorces (313) 224-5514 (313) 224-5515	(313) 876-0090
	Garden City	Allyson M. Bettis 6000 Middlebelt Road Garden City MI 48135 E-Mail: allysonb@gardencitymi.org	(734) 793-1620	(734) 793-1621
	Grosse Pointe	Julie Arthurs 17147 Maumee Avenue Grosse Pointe MI 48230 E-Mail: jarthurs@grossepointecity.org	(313) 885-5800	(313) 885-0820
	Grosse Pointe Farms	Matthew J. Tepper 90 Kerby Road Grosse Pointe Farms MI 48236 E-Mail: mtepper@grossepointefarms.org	(313) 885-6600 Direct # - Do Not Publish (313) 640-1612	(313) 885-0917
	Lincoln Park	Donna Breeding 1355 Southfield Lincoln Park MI 48146 E-Mail: jhochberg@citylp.com Janice Hochberg, Deputy Clerk	(313) 386-1800 Ext. 247	(313) 386-3108
	Livonia	Terry Marecki (Eff 5/2/10) 33000 Civic Center Drive Livonia MI 48154 E-Mail: tmarecki@ci.livonia.mi.us	(734) 466-2229 Terry's # - Do Not Publish (734) 466-2233	(734) 421-1147



	Riverview	Cynthia M. Hutchison 14100 Civic Park Drive Riverview MI 48192 E-Mail: chutchison@cityofriverview.com	(734) 281-4239 Judy's # - Do Not Publish (734) 281-4241	(734) 281-4228
	Taylor	Mary Ann Riley 23555 Goddard Road Taylor MI 48180 E-Mail: mriley@ci.taylor.mi.us	(734) 374-1474	(734) 374-1343
	Trenton	Ms. Kyle F. Stack City Hall 2800 Third St. Trenton MI 48183 E-Mail: kstack@trenton-mi.com	(734) 675-8600	(734) 675-5262
	Wayne	Matthew K. Miller 3355 S Wayne Road Wayne MI 48184 E-Mail: cityclerk@ci.wayne.mi.us	(734) 722-2000 Ext. 226 Matthew's Ext. 1026	(734) 722-5052
	Westland	Eileen DeHart 36601 Ford Road Westland MI 48185 E-Mail: edehart@ci.westland.mi.us Deputy Clerk – Nancy Bonaparte E-Mail: clerksofc@ci.westland.mi.us	(734) 467-3185	(734) 721-1377
	Wyandotte	William R. Griggs 3131 Biddle Avenue Wyandotte MI 48192 E-Mail: wgriggs@wyan.org	(734) 324-4561 William's # - Do Not Publish (734) 324-4563	(734) 324-4568
WEXFORD		Elaine L. Richardson Wexford County Clerk 437 E Division Cadillac MI 49601 E-Mail: clerk@wexfordcounty.org	(231) 779-9450	(231) 779-0447



STATE REGISTRARS OFFICE Division for Vital Records & Health Statistics County Liaison Fraud Coordinator Fraud Line	Eligibility & Processing Unit Supervisor – Laura Webb	(517) 335-8666 (517) 335-8686	(517) 335-8610
	Changes Unit Supervisor – Shelli Wood	(517) 335-8660 (517) 241-2025	(517) 335-8060
	Customer Service Manager – Tami Weaver	(517) 335-9748	(517) 335-9264 Administration Fax
	Catherine Alana	(517) 335-8968	(517) 335-241-5528
	Brian Babcock	(517) 335-8671	(517) 241-9264
	April Adams	(517) 335-9268	(517) 335-9264
	To request any type of application – recorded message to leave name, address and type of application(s) needed – mailed daily. Mailing Address: Vital Records Requests or Changes PO Box 30721 Lansing MI 48909 (All confidential material with no money should be addressed to PO Box 30691)	(517) 335-8656 Please use PO Box 30721 for mail that contains money	