Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

March 8, 2007

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B2001572
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE **Brenda Schafer (800) 251-6346 ext. 81464**
McKee Foods Corporation **P.O. Box 750** **Collegedale, TN 37315** **Email: Brenda_schafer@mckee.com**	VENDOR NUMBER/MAIL CODE BUYER (517) 373-0301 **Sue Cieciwa**
Contract Administrator: Sue Cieciwa **Dessert Snack -- Department of Corrections**	
CONTRACT PERIOD: From: **July 1, 2002**	To: **July 1, 2007**
TERMS **Net 30 Days**	SHIPMENT **7-10 Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Collegedale, TN**
MINIMUM DELIVERY REQUIREMENTS **1 case any item**	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Prices have increased on certain items per the effective date as indicated below:

Item	Mfg UPC	Description	Old Price	New Price	Effective Date
6	04164	Coffee Cake, Apple	15.44	16.48	2/26/07
8	04120	Nutty Bar	15.52	16.48	4/16/07
9	04101	Oatmeal Cream Pie	14.24	15.20	2/26/07
17	04172	Pecan Spinwheel Rolls	15.52	16.48	2/26/07
21	04102	Honey Buns	15.52	16.48	4/16/07
24	04134	Donut Sticks	15.52	16.48	2/26/07

Please refer to the attached item listing (8 pages) for revised pricing.

All other terms, conditions, and specifications remain unchanged.

AUTHORITY/REASON:

Per Purchasing Operations and Sean Lockhart from the Department of Corrections and DMB Purchasing Operations.

TOTAL REVISED ESTIMATED CONTRACT VALUE: $2,505,503.91

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Page 1 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
1.	385-12-21-3357	**BROWNIES**, Fudge Brownies Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 2.17 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04125	$ 15.44
2.	385-12-73-0310	**BANANA SNACK CAKES**, Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.2 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11 lbs Vendor Item # 04140	$ 16.64 eff. 7/6/06
3.	385-12-73-0250	**CHOCO-CAKES** (Frosted Fudge) Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 04168	$ 15.84 eff. 7/6/06
4.	385-12-73-0367	**CHOCOLATE SNACK CAKES**, Cream filled. Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12.5 lbs Vendor Item # 04145	$ 15.84 eff. 7/6/06

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Page 2 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
5.	385-12-73-0490	**CHOCOLATE SNACK CAKES** Brand: Little Debbie Seasonal Cakes (Vanilla) Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12.5 lbs Vendor Item # 04165, 04116, 04142	$ 15.48 eff. 7/6/06
6.	385-12-17-0507	**COFFEE CAKE**, apple Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.10 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 04164	$ 16.48 eff. 2/26/07
7.	385-12-73-3957	**STRAWBERRY SHORTCAKE ROLLS** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 2.17 oz. Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04133	$ 16.64 eff. 7/6/06
8.	385-12-73-4090	**NUTTY BAR** Brand: Little Debbie Units per Pkg: 2/pkg – 6/box Ounces Per Pkg: 2 oz. Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 04120	$ 16.48 eff. 4/16/07
9.	385-12-73-5309	**OATMEAL CREAM PIE** Brand: Little Debbie Units per Pkg: 1/pkg Ounces Per Pkg: 1.35 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 16.2 lbs Vendor Item # 04101	$ 15.20 eff. 2/26/07

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Page 3 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
10.	385-12-73-7453	**STAR CRUNCH COOKIES** Brand: Little Debbie Units per Pkg: 1/pkg – 12/box Ounces Per Pkg: 1.08 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04114	$ 16.64
11.	385-12-73-7940	**ZEBRA CAKES** Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.6 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04146	$ 16.64 eff. 7/6/06
12.	393-35-52-3187	**GRANOLA CEREAL**, Low Fat Brand: Little Debbie Units per Pkg: 1 Ounces Per Pkg: 16 oz. Pkgs Per Case: 16 boxes Pounds per Case: 16 lbs Vendor Item # 03165	$ 25.28 eff. 7/6/06
13.	393-43-31-2078	**CHEWY GRANOLA BARS,** Oats & Honey Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 8 lbs Vendor Item # 03183	$ 22.56 eff. 7/6/06
14.	393-43-31-2086	**CHEWY GRANOLA BARS,** Oatmeal/Raisin, Low Fat Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.25 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 8 lbs Vendor Item # 03194	$ 22.56 eff. 7/6/06

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Page 4 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
15.	385-12-73	**CHEWY GRANOLA BARS** **Fudge Dipped Macaroon** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.4 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11.2 lbs Vendor Item # 03197	$ 22.56 eff. 7/6/06
16.	385-12-73	**CHEWY GRANOLA BARS** **Fudge Dipped Chewy Chocolate Chip** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 03178	$ 22.56 eff. 7/6/06
17.	375-30-60-6005	**PECAN SPINWHEEL ROLLS** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1 oz. each Pkgs Per Case: 16 boxes Pounds per Case: Vendor Item # 04172	$ 16.48 eff. 2/26/07
18.	375-45-52-0308	**BANANA NUT MUFFIN LOAVES** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.93 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11.6 lbs Vendor Item # 04197	$ 22.72

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Page 5 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
19.	393-43-37-4508	**OATMEAL LIGHTS,** Low Fat Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.35 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.8 lbs Vendor Item # 04201	$ 15.44
20.	393-43-15-1005	**APPLE FLIP COOKIES** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.23 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 9.8 lbs Vendor Item # 04104	$ 15.84 eff. 7/6/06
21.	375-30-60-4000	**HONEY BUNS**, Glazed breakfast roll. Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.75 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 04102	$16.48 eff. 4/16/07
22.	385-12-73	**BANANA MARSHMALLOW PIE** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.51 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12.1 lbs Vendor Item # 04166	$ 14.24
23.	385-12-73	**GERMAN CHOCOLATE CAKES** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.04 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 8.3 lbs Vendor Item # 04187	$ 15.36 eff. 7/6/06

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Page 6 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
24.	385-12-73-0515	**DONUT STICKS** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.58 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 9.5 lbs Vendor Item # 04134	$16.48 eff. 2/26/07
25.	385-12-73	**CHERRY CORDIAL** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.31 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 04174	$ 15.84 eff. 7/6/06
26.	385-12-15-1002	**Raspberry Raisin Cereal Bar** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.31 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 03172	$ 22.56 eff. 7/6/06
27.	385-12-73	**Chocolate Peanut Clusters** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.38 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11 lbs Vendor Item # 04196	Discontinued

Specifications/ Item Listing/ Pricing Page 7 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
28.	385-12-73	**Golden Crème Cake** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 9 lbs Vendor Item # 04190	$ 20.64 eff. 7/6/06
29.	385-12-73	**Caramel Cookie Bar** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.17 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 9.33 lbs Vendor Item # 04236	$ 15.84 eff. 7/6/06
30.	375-45-52-0308	**Banana Nut Loaf** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.93 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11.6 lbs Vendor Item # 04197	$22.72
31.	385-12-73	**Salted Peanuts - DISCONTINUED** Brand: Little Debbie Units per Pkg: 12/box Ounces Per Pkg: 1 oz. each Pkgs Per Case: 144 Pounds per Case: 9 lbs Vendor Item # 83507	$ 26.64

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Page 8 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
32.	385-12-73	**Chocolate Frosted Mini Donuts** Brand: Little Debbie Units per Pkg: 6/pkg – 12/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 72 Pounds per Case: 11.25 lbs Vendor Item # 83520	$ 24.12
33.	385-12-73	**Plain Mini Donuts** Brand: Little Debbie Units per Pkg: 6/pkg – 12/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 72 Pounds per Case: 11.25 lbs Vendor Item # 83514 & 83521	$ 24.12
34.	385-12-73	**Blueberry Muffin Loaf** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 2 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 04181	$ 22.72
35.	393-35	**Banana Almond Cereal** Brand: Little Debbie Units per Pkg: 1 Ounces Per Pkg: 16 oz. Pkgs Per Case: 16 boxes Pounds per Case: 16 lbs Vendor Item # 03185	$ 25.28 eff. 7/6/06
36.	393-35-40	**Fruit and Nut Cereal** Brand: Little Debbie Units per Pkg: 1 Ounces Per Pkg: 16 oz. Pkgs Per Case: 16 boxes Pounds per Case: 16 lbs Vendor Item # 03190	$ 25.28 eff. 7/6/06

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

July 6, 2006

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B2001572
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **McKee Foods Corporation** **P.O. Box 750** **Collegedale, TN 37315** **Brenda_schafer@mckee.com**	TELEPHONE **Brenda Schafer** **(800) 251-6346 ext. 81464** VENDOR NUMBER/MAIL CODE BUYER (517) 373-0301 **Sue Cieciwa**
Contract Administrator: Sue Cieciwa **Dessert Snack -- Department of Corrections**	
CONTRACT PERIOD: From: **July 1, 2002**	To: **July 1, 2007**
TERMS **Net 30 Days**	SHIPMENT **7-10 Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Collegedale, TN**
MINIMUM DELIVERY REQUIREMENTS **1 case any item**	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby EXTENDED one year from July 1, 2006 to July 1, 2007.

Price increases per attached Item Listing (8 pages) are effective July 6, 2006. In addition, Item No. 27 (McKee #4196) Chocolate Peanut Clusters is discontinued.

All other terms, conditions, and specifications remain unchanged.

INCREASE: $900,000.00

AUTHORITY/REASON:

Per Acquisition Services request by letter dated April 4, 2006, vendor acceptance (Chris McKee) by letter dated June 5, 2006, and State Administrative Board approval on July 5, 2006.

TOTAL REVISED ESTIMATED CONTRACT VALUE: $2,505,503.91

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 1 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
1.	385-12-21-3357	**BROWNIES**, Fudge Brownies Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 2.17 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04125	$ 15.44
2.	385-12-73-0310	**BANANA SNACK CAKES**, Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.2 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11 lbs Vendor Item # 04140	$ 16.64 eff. 7/6/06
3.	385-12-73-0250	**CHOCO-CAKES** (Frosted Fudge) Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 04168	$ 15.84 eff. 7/6/06
4.	385-12-73-0367	**CHOCOLATE SNACK CAKES**, Cream filled. Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12.5 lbs Vendor Item # 04145	$ 15.84 eff. 7/6/06

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 2 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
5.	385-12-73-0490	**CHOCOLATE SNACK CAKES** Brand: Little Debbie Seasonal Cakes (Vanilla) Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12.5 lbs Vendor Item # 04165, 04116, 04142	$ 15.84 eff. 7/6/06
6.	385-12-17-0507	**COFFEE CAKE**, apple Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.10 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 04164	$ 15.44
7.	385-12-73-3957	**STRAWBERRY SHORTCAKE ROLLS** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 2.17 oz. Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04133	$ 16.64 eff. 7/6/06
8.	385-12-73-4090	**NUTTY BAR** Brand: Little Debbie Units per Pkg: 2/pkg – 6/box Ounces Per Pkg: 2 oz. Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 04120	$ 15.52
9.	385-12-73-5309	**OATMEAL CREAM PIE** Brand: Little Debbie Units per Pkg: 1/pkg Ounces Per Pkg: 1.35 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 16.2 lbs Vendor Item # 04101	$ 14.24

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 3 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
10.	385-12-73-7453	**STAR CRUNCH COOKIES** Brand: Little Debbie Units per Pkg: 1/pkg – 12/box Ounces Per Pkg: 1.08 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04114	$ 16.64
11.	385-12-73-7940	**ZEBRA CAKES** Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.6 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04146	$ 16.64 eff. 7/6/06
12.	393-35-52-3187	**GRANOLA CEREAL**, Low Fat Brand: Little Debbie Units per Pkg: 1 Ounces Per Pkg: 16 oz. Pkgs Per Case: 16 boxes Pounds per Case: 16 lbs Vendor Item # 03165	$ 25.28 eff. 7/6/06
13.	393-43-31-2078	**CHEWY GRANOLA BARS,** Oats & Honey Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 8 lbs Vendor Item # 03183	$ 22.56 eff. 7/6/06
14.	393-43-31-2086	**CHEWY GRANOLA BARS,** Oatmeal/Raisin, Low Fat Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.25 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 8 lbs Vendor Item # 03194	$ 22.56 eff. 7/6/06

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 4 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
15.	385-12-73	**CHEWY GRANOLA BARS** **Fudge Dipped Macaroon** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.4 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11.2 lbs Vendor Item # 03197	$ 22.56 eff. 7/6/06
16.	385-12-73	**CHEWY GRANOLA BARS** **Fudge Dipped Chewy Chocolate Chip** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 03178	$ 22.56 eff. 7/6/06
17.	375-30-60-6005	**PECAN SPINWHEEL ROLLS** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1 oz. each Pkgs Per Case: 16 boxes Pounds per Case: Vendor Item # 04172	$ 15.52
18.	375-45-52-0308	**BANANA NUT MUFFIN LOAVES** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.93 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11.6 lbs Vendor Item # 04197	$ 22.72

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 5 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
19.	393-43-37-4508	**OATMEAL LIGHTS,** Low Fat Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.35 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.8 lbs Vendor Item # 04201	$ 15.44
20.	393-43-15-1005	**APPLE FLIP COOKIES** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.23 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 9.8 lbs Vendor Item # 04104	$ 15.84 eff. 7/6/06
21.	375-30-60-4000	**HONEY BUNS**, Glazed breakfast roll. Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.75 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 04102	$15.52
22.	385-12-73	**BANANA MARSHMALLOW PIE** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.51 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12.1 lbs Vendor Item # 04166	$ 14.24
23.	385-12-73	**GERMAN CHOCOLATE CAKES** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.04 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 8.3 lbs Vendor Item # 04187	$ 15.36 eff. 7/6/06

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 6 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
24.	385-12-73-0515	**DONUT STICKS** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.58 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 9.5 lbs Vendor Item # 04134	$15.52
25.	385-12-73	**CHERRY CORDIAL** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.31 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 04174	$ 15.84 eff. 7/6/06
26.	385-12-15-1002	**Raspberry Raisin Cereal Bar** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.31 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 03172	$ 22.56 eff. 7/6/06
27.	385-12-73	**Chocolate Peanut Clusters** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.38 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11 lbs Vendor Item # 04196	Discontinued

Specifications/ Item Listing/ Pricing Pages 7 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
28.	385-12-73	**Golden Crème Cake** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 9 lbs Vendor Item # 04190	$ 20.64 eff. 7/6/06
29.	385-12-73	**Caramel Cookie Bar** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.17 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 9.33 lbs Vendor Item # 04236	$ 15.84 eff. 7/6/06
30.	375-45-52-0308	**Banana Nut Loaf** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.93 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11.6 lbs Vendor Item # 04197	$22.72
31.	385-12-73	**Salted Peanuts - DISCONTINUED** Brand: Little Debbie Units per Pkg: 12/box Ounces Per Pkg: 1 oz. each Pkgs Per Case: 144 Pounds per Case: 9 lbs Vendor Item # 83507	$ 26.64

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 8 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
32.	385-12-73	**Chocolate Frosted Mini Donuts** Brand: Little Debbie Units per Pkg: 6/pkg – 12/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 72 Pounds per Case: 11.25 lbs Vendor Item # 83520	$ 24.12
33.	385-12-73	**Plain Mini Donuts** Brand: Little Debbie Units per Pkg: 6/pkg – 12/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 72 Pounds per Case: 11.25 lbs Vendor Item # 83514 & 83521	$ 24.12
34.	385-12-73	**Blueberry Muffin Loaf** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 2 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 04181	$ 22.72
35.	393-35	**Banana Almond Cereal** Brand: Little Debbie Units per Pkg: 1 Ounces Per Pkg: 16 oz. Pkgs Per Case: 16 boxes Pounds per Case: 16 lbs Vendor Item # 03185	$ 25.28 eff. 7/6/06
36.	393-35-40	**Fruit and Nut Cereal** Brand: Little Debbie Units per Pkg: 1 Ounces Per Pkg: 16 oz. Pkgs Per Case: 16 boxes Pounds per Case: 16 lbs Vendor Item # 03190	$ 25.28 eff. 7/6/06

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

August 16, 2005

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B2001572
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **McKee Foods Corporation** **P.O. Box 750** **Collegedale, TN 37315** **Brenda_schafer@mckee.com**	TELEPHONE **Brenda Schafer** **(800) 251-6346 ext. 81464** VENDOR NUMBER/MAIL CODE BUYER (517) 373-0301 **Sue Cieciwa**
Contract Administrator: Sue Cieciwa **Dessert Snack -- Department of Corrections**	
CONTRACT PERIOD: From: **July 1, 2002**	To: **July 1, 2006**
TERMS **Net 30 Days**	SHIPMENT **7-10 Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Collegedale, TN**
MINIMUM DELIVERY REQUIREMENTS **1 case any item**	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby EXTENDED one year from July 1, 2005 to July 1, 2006.

Price increases per attached Item Listing (8 pages) are effective August 16, 2005.

All other terms, conditions, and specifications remain unchanged.

INCREASE: $420,000.00

AUTHORITY/REASON:

Per Acquisition Services request by letter dated June 6, 2005, vendor acceptance (Chris McKee) by letter dated June 16, 2005, and State Administrative Board approval on August 16, 2005.

TOTAL REVISE ESTIMATED CONTRACT VALUE: $1,605,503.91

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 1 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
1.	385-12-21-3357	**BROWNIES**, Fudge Brownies Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 2.17 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04125	$ 15.44
2.	385-12-73-0310	**BANANA SNACK CAKES**, Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.2 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11 lbs Vendor Item # 04140	$ 14.24
3.	385-12-73-0250	**CHOCO-CAKES** (Frosted Fudge) Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 04168	$ 15.44
4.	385-12-73-0367	**CHOCOLATE SNACK CAKES**, Cream filled. Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12.5 lbs Vendor Item # 04145	$ 15.44

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 2 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
5.	385-12-73-0490	**CHOCOLATE SNACK CAKES** Brand: Little Debbie Seasonal Cakes (Vanilla) Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12.5 lbs Vendor Item # 04165, 04116, 04142	$ 15.44
6.	385-12-17-0507	**COFFEE CAKE**, apple Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.10 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 04164	$ 15.44
7.	385-12-73-3957	**STRAWBERRY SHORTCAKE ROLLS** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 2.17 oz. Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04133	$ 15.44
8.	385-12-73-4090	**NUTTY BAR** Brand: Little Debbie Units per Pkg: 2/pkg – 6/box Ounces Per Pkg: 2 oz. Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 04120	$ 15.52
9.	385-12-73-5309	**OATMEAL CREAM PIE** Brand: Little Debbie Units per Pkg: 1/pkg Ounces Per Pkg: 1.35 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 16.2 lbs Vendor Item # 04101	$ 14.24

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 3 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
10.	385-12-73-7453	**STAR CRUNCH COOKIES** Brand: Little Debbie Units per Pkg: 1/pkg – 12/box Ounces Per Pkg: 1.08 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04114	$ 16.64
11.	385-12-73-7940	**ZEBRA CAKES** Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.6 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04146	$ 15.44
12.	393-35-52-3187	**GRANOLA CEREAL**, Low Fat Brand: Little Debbie Units per Pkg: 1 Ounces Per Pkg: 16 oz. Pkgs Per Case: 16 boxes Pounds per Case: 16 lbs Vendor Item # 03165	$ 23.92
13.	393-43-31-2078	**CHEWY GRANOLA BARS,** Oats & Honey Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 8 lbs Vendor Item # 03183	$ 20.88
14.	393-43-31-2086	**CHEWY GRANOLA BARS,** Oatmeal/Raisin, Low Fat Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.25 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 8 lbs Vendor Item # 03194	$ 20.88

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 4 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
15.	385-12-73	**CHEWY GRANOLA BARS** **Fudge Dipped Macaroon** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.4 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11.2 lbs Vendor Item # 03197	$ 20.88
16.	385-12-73	**CHEWY GRANOLA BARS** **Fudge Dipped Chewy Chocolate Chip** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 03178	$ 20.88
17.	375-30-60-6005	**PECAN SPINWHEEL ROLLS** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1 oz. each Pkgs Per Case: 16 boxes Pounds per Case: Vendor Item # 04172	$ 15.52
18.	375-45-52-0308	**BANANA NUT MUFFIN LOAVES** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.93 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11.6 lbs Vendor Item # 04197	$ 22.72

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 5 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
19.	393-43-37-4508	**OATMEAL LIGHTS,** Low Fat Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.35 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.8 lbs Vendor Item # 04201	$ 15.44
20.	393-43-15-1005	**APPLE FLIP COOKIES** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.23 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 9.8 lbs Vendor Item # 04104	$ 15.44
21.	375-30-60-4000	**HONEY BUNS**, Glazed breakfast roll. Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.75 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 04102	$15.52
22.	385-12-73	**BANANA MARSHMALLOW PIE** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.51 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12.1 lbs Vendor Item # 04166	$ 14.24
23.	385-12-73	**GERMAN CHOCOLATE CAKES** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.04 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 8.3 lbs Vendor Item # 04187	$ 14.24

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 6 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
24.	385-12-73-0515	**DONUT STICKS** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.58 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 9.5 lbs Vendor Item # 04134	$15.52
25.	385-12-73	**CHERRY CORDIAL** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.31 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 04174	$ 15.44
26.	385-12-15-1002	**Raspberry Raisin Cereal Bar** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.31 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 03172	$ 20.88
27.	385-12-73	**Chocolate Peanut Clusters** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.38 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11 lbs Vendor Item # 04196	$ 19.04

Specifications/ Item Listing/ Pricing Pages 7 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
28.	385-12-73	**Golden Crème Cake** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 9 lbs Vendor Item # 04190	$ 19.04
29.	385-12-73	**Caramel Cookie Bar** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.17 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 9.33 lbs Vendor Item # 04236	$ 15.44
30.	375-45-52-0308	**Banana Nut Loaf** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.93 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11.6 lbs Vendor Item # 04197	$22.72
31.	385-12-73	**Salted Peanuts - DISCONTINUED** Brand: Little Debbie Units per Pkg: 12/box Ounces Per Pkg: 1 oz. each Pkgs Per Case: 144 Pounds per Case: 9 lbs Vendor Item # 83507	$ 26.64

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 8 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
32.	385-12-73	**Chocolate Frosted Mini Donuts** Brand: Little Debbie Units per Pkg: 6/pkg – 12/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 72 Pounds per Case: 11.25 lbs Vendor Item # 83520	$ 24.12
33.	385-12-73	**Plain Mini Donuts** Brand: Little Debbie Units per Pkg: 6/pkg – 12/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 72 Pounds per Case: 11.25 lbs Vendor Item # 83514 & 83521	$ 24.12
34.	385-12-73	**Blueberry Muffin Loaf** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 2 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 04181	$ 22.72
35.	393-35	**Banana Almond Cereal** Brand: Little Debbie Units per Pkg: 1 Ounces Per Pkg: 16 oz. Pkgs Per Case: 16 boxes Pounds per Case: 16 lbs Vendor Item # 03185	$ 23.92
36.	393-35-40	**Fruit and Nut Cereal** Brand: Little Debbie Units per Pkg: 1 Ounces Per Pkg: 16 oz. Pkgs Per Case: 16 boxes Pounds per Case: 16 lbs Vendor Item # 03190	$ 23.92

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

October 1, 2004

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B2001572
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **McKee Foods Corporation** **P.O. Box 750** **Collegedale, TN 37315** **Brenda_schafer@mckee.com**	TELEPHONE **Brenda Schafer** **(800) 251-6346 ext. 81464** VENDOR NUMBER/MAIL CODE BUYER (517) 373-0301 **Sue Cieciwa**
Contract Administrator: Sue Cieciwa **Dessert Snack -- Department of Corrections**	
CONTRACT PERIOD: From: **July 1, 2002** To: **July 1, 2005**	
TERMS **Net 30 Days**	SHIPMENT **7-10 Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Collegedale, TN**
MINIMUM DELIVERY REQUIREMENTS **1 case any item**	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Price increases per attached Item Listing (8 pages) are effective October 1, 2004.

Item No. 29 Carmel Cookie Bar – Vendor Item No. changed to #04236, units per package changed to 8/box, pounds per case changed to 9.33 lbs.

The buyer is hereby changed to Sue Cieciwa. All other terms, conditions, and specifications remain unchanged.

AUTHORITY/REASON:

Per request from vendor, McKee Foods (Brenda Schafer) by letter dated 4/30/04 and agreement by Acquisition Services.

TOTAL ESTIMATED CONTRACT VALUE REMAINS $1,185,503.91

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 1 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
1.	385-12-21-3357	**BROWNIES**, Fudge Brownies Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 2.17 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04125	$ 14.32
2.	385-12-73-0310	**BANANA SNACK CAKES**, Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.2 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11 lbs Vendor Item # 04140	$ 13.12
3.	385-12-73-0250	**CHOCO-CAKES** (Frosted Fudge) Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 04168	$ 15.44
4.	385-12-73-0367	**CHOCOLATE SNACK CAKES**, Cream filled. Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12.5 lbs Vendor Item # 04145	$ 14.24

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 2 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
5.	385-12-73-0490	**CHOCOLATE SNACK CAKES** Brand: Little Debbie Seasonal Cakes (Vanilla) Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12.5 lbs Vendor Item # 04165, 04116, 04142	$ 14.32
6.	385-12-17-0507	**COFFEE CAKE**, apple Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.10 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 04164	$ 15.44
7.	385-12-73-3957	**STRAWBERRY SHORTCAKE ROLLS** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 2.17 oz. Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04133	$ 15.44
8.	385-12-73-4090	**NUTTY BAR** Brand: Little Debbie Units per Pkg: 2/pkg – 6/box Ounces Per Pkg: 2 oz. Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 04120	$ 15.52
9.	385-12-73-5309	**OATMEAL CREAM PIE** Brand: Little Debbie Units per Pkg: 1/pkg Ounces Per Pkg: 1.35 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 16.2 lbs Vendor Item # 04101	$ 14.24

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 3 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
10.	385-12-73-7453	**STAR CRUNCH COOKIES** Brand: Little Debbie Units per Pkg: 1/pkg – 12/box Ounces Per Pkg: 1.08 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04114	$ 15.44
11.	385-12-73-7940	**ZEBRA CAKES** Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.6 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04146	$ 14.24
12.	393-35-52-3187	**GRANOLA CEREAL**, Low Fat Brand: Little Debbie Units per Pkg: 1 Ounces Per Pkg: 16 oz. Pkgs Per Case: 16 boxes Pounds per Case: 16 lbs Vendor Item # 03165	$ 23.92
13.	393-43-31-2078	**CHEWY GRANOLA BARS,** Oats & Honey Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 8 lbs Vendor Item # 03183	$ 20.88
14.	393-43-31-2086	**CHEWY GRANOLA BARS,** Oatmeal/Raisin, Low Fat Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.25 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 8 lbs Vendor Item # 03194	$ 20.88

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 4 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
15.	385-12-73	**CHEWY GRANOLA BARS** **Fudge Dipped Macaroon** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.4 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11.2 lbs Vendor Item # 03197	$ 20.88
16.	385-12-73	**CHEWY GRANOLA BARS** **Fudge Dipped Chewy Chocolate Chip** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 03178	$ 20.88
17.	375-30-60-6005	**PECAN SPINWHEEL ROLLS** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1 oz. each Pkgs Per Case: 16 boxes Pounds per Case: Vendor Item # 04172	$ 15.52
18.	375-45-52-0308	**BANANA NUT MUFFIN LOAVES** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.93 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11.6 lbs Vendor Item # 04197	$ 21.44

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 5 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
19.	393-43-37-4508	**OATMEAL LIGHTS,** Low Fat Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.35 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.8 lbs Vendor Item # 04210	$ 14.24
20.	393-43-15-1005	**APPLE FLIP COOKIES** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.23 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 9.8 lbs Vendor Item # 04104	$ 15.44
21.	375-30-60-4000	**HONEY BUNS**, Glazed breakfast roll. Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.75 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 04102	$15.52
22.	385-12-73	**BANANA MARSHMALLOW PIE** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.51 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12.1 lbs Vendor Item # 04166	$ 13.12
23.	385-12-73	**GERMAN CHOCOLATE CAKES** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.04 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 8.3 lbs Vendor Item # 04187	$ 14.24

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 6 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
24.	385-12-73-0515	**DONUT STICKS** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.58 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 9.5 lbs Vendor Item # 04134	$15.52
25.	385-12-73	**CHERRY CORDIAL** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.31 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 04174	$ 14.32
26.	385-12-15-1002	**Raspberry Raisin Cereal Bar** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.31 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 03172	$ 20.88
27.	385-12-73	**Chocolate Peanut Clusters** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.38 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11 lbs Vendor Item # 04196	$ 19.04

Specifications/ Item Listing/ Pricing Pages 7 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
28.	385-12-73	**Golden Crème Cake** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 9 lbs Vendor Item # 04190	$ 19.04
29.	385-12-73	**Caramel Cookie Bar** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.17 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 9.33 lbs Vendor Item # 04236	$ 15.44
30.	375-45-52-0308	**Banana Nut Loaf** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.93 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11.6 lbs Vendor Item # 04197	$21.44
31.	385-12-73	**Salted Peanuts - DISCONTINUED** Brand: Little Debbie Units per Pkg: 12/box Ounces Per Pkg: 1 oz. each Pkgs Per Case: 144 Pounds per Case: 9 lbs Vendor Item # 83507	$ 26.64

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 8 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
32.	385-12-73	**Chocolate Frosted Mini Donuts** Brand: Little Debbie Units per Pkg: 6/pkg – 12/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 72 Pounds per Case: 11.25 lbs Vendor Item # 83520	$ 24.12
33.	385-12-73	**Plain Mini Donuts** Brand: Little Debbie Units per Pkg: 6/pkg – 12/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 72 Pounds per Case: 11.25 lbs Vendor Item # 83514 & 83521	$ 24.12
34.	385-12-73	**Blueberry Muffin Loaf** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 2 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 04181	$ 21.44
35.	393-35	**Banana Almond Cereal** Brand: Little Debbie Units per Pkg: 1 Ounces Per Pkg: 16 oz. Pkgs Per Case: 16 boxes Pounds per Case: 16 lbs Vendor Item # 03185	$ 23.92
36.	393-35-40	**Fruit and Nut Cereal** Brand: Little Debbie Units per Pkg: 1 Ounces Per Pkg: 16 oz. Pkgs Per Case: 16 boxes Pounds per Case: 16 lbs Vendor Item # 03190	$ 23.92

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

August 27, 2002

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B2001572
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE **Ann Crosby** **(423) 238-7111 ext. 4648**
McKee Foods Corporation **P.O. Box 750** **Collegedale, TN 37315**	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-2622 **Maritza Garcia-Strong**
Contract Administrator: Maritza Garcia-Strong **Dessert Snack -- Department of Corrections**	
CONTRACT PERIOD: From: **July 1, 2002**	To: **July 1, 2005**
TERMS **Net 30 Days**	SHIPMENT **7-10 Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Collegedale, TN**
MINIMUM DELIVERY REQUIREMENTS **1 case any item**	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Line #37 (NIGP code 385-12) has been added as miscellaneous.

TOTAL ESTIMATED CONTRACT VALUE REMAINS $694,148.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

June 27, 2002

NOTICE
TO
CONTRACT NO. 071B2001572
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **McKee Foods Corporation** **P.O. Box 750** **Collegedale, TN 37315**	TELEPHONE **Ann Crosby** **(423) 238-7111 ext. 4648** VENDOR NUMBER/MAIL CODE BUYER (517) 373-2622 **Maritza Garcia-Strong**
Contract Administrator: Maritza Garcia-Strong **Dessert Snack -- Department of Corrections**	
CONTRACT PERIOD: From: **July 1, 2002**	To: **July 1, 2005**
TERMS **Net 30 Days**	SHIPMENT **7-10 Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Collegedale, TN**
MINIMUM DELIVERY REQUIREMENTS **1 case any item**	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of ITB #071I2000067, this Contract Agreement and the vendor's quote dated 12/11/01. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $694,148.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

CONTRACT NO. 071B2001572
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **McKee Foods Corporation** **P.O. Box 750** **Collegedale, TN 37315**	TELEPHONE **Ann Crosby** **(423) 238-7111 ext. 4648** VENDOR NUMBER/MAIL CODE BUYER (517) 373-2622 **Maritza Garcia-Strong**
Contract Administrator: Maritza Garcia-Strong **Dessert Snack for Department of Corrections**	
CONTRACT PERIOD: From: **July 1, 2002**	To: **July 1, 2005**
TERMS **Net 30 Days**	SHIPMENT **7-10 Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Collegedale, TN**
MINIMUM DELIVERY REQUIREMENTS **1 case any item**	

MISCELLANEOUS INFORMATION:
THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of ITB #071I2000067, this Contract Agreement and the vendor's quote dated 12/11/01. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $694,148.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I2000067. Orders for delivery of equipment will be issued directly by the Department of Corrections through the issuance of a Purchase Order Form.

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

FOR THE VENDOR:	**FOR THE STATE:**
Firm Name	Signature **Maritza Garcia-Strong, Buyer**
Authorized Agent Signature	Name **Tactical Purchasing, Acquisition Services**
Authorized Agent (Print or Type)	Title
Date	Date

TABLE OF CONTENTS

SECTION I - REQUIREMENTS 1

I-A INTRODUCTION 1

I-B SPECIFIC REQUIREMENTS 1

1. PRODUCT QUALITY 1

a) Specifications, appearance and taste 1

b) Quality Assurance 1

c) Hazard Analysis Critical Control Point (HACCP) 2

d) Recall Program 2

2. SERVICE 2

a) Customer Service 2

b) Usage Reporting 2

c) Placing Orders 2

d) Prior Experience 3

e) Other Rebate Programs 3

f) Staffing 3

3. DELIVERY 3

a) On Time Delivery 3

b) Minimum Orders 3

c) F.O.B. Point 4

4. FACILITIES 4

a) Production/Warehousing/Distribution 4

b) Stock Levels 4

c) Sanitation/Pest Control 4

5. PRICE 4

I-C ADDITIONAL REQUIREMENTS 4

1. Inspection of products 4

2. Packaging 5

3. Palletizing 5

SECTION II - GENERAL CONTRACT PROVISIONS 6

II-A GENERAL 6

II-B ISSUING OFFICE 6

II-C CONTRACT ADMINISTRATOR 6

II-D CONTRACT TERM 7

II-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE 7

II-F NO WAIVER OF DEFAULT 7

II-G REVISIONS, CONSENTS, AND APPROVALS 7

II-H SEVERABILITY 7

II-I SURVIVOR 7

II-J GOVERNING LAW 7

II-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR) 8

II-L HEADINGS 8

II-M INCURRING COSTS 8

II-N	NEWS RELEASES	8
II-O	CONTRACTOR RESPONSIBILITIES	8
II-P	PERFORMANCE REVIEWS	8
II-Q	PROHIBITED PRODUCTS	9
II-R	AUDIT OF CONTRACT COMPLIANCE	9
II-S	SAFETY AND ACCIDENT PREVENTION	9
II-T	ASSIGNMENT	9
II-U	DELEGATION	9
II-V	DISCLOSURE	9
II-W	TAXES	10
II-X	PRICE	10
II-Y	ADDITIONAL PRODUCTS	10
II-Z	RECYCLED CONTAINERS	10
II-AA	CONTRACTOR'S LIABILITY INSURANCE	11
II-BB	INDEMNIFICATION	11
II-CC	RIGHT TO KNOW ACT (Act 80 of 1986)	13
II-DD	CONTRACT DISTRIBUTION	13
II-EE	ACCOUNTING RECORDS	13
II-FF	NON-DISCRIMINATION CLAUSE	14
II-GG	CANCELLATION	14
II-HH	NOTICE AND RIGHT TO CURE	15
II-II	ELECTRONIC FUNDS TRANSFER	15
II-JJ	MODIFICATION OF CONTRACT	15
II-KK	UNFAIR LABOR PRACTICES	16
II-LL	MICHIGAN STATE INDUSTRIES	16
II-MM	FORM, FUNCTION, AND UTILITY	16
II-NN	CONTRACT PAYMENT SCHEDULE	16

Attachments:

State Agency Locations
Specification/ Item Listing/ Pricing Pages

SECTION I - REQUIREMENTS

I-A INTRODUCTION

This Contract is for Dessert Snacks for the State of Michigan, Michigan Department of Corrections, Lower Peninsula only. Section I is designed to provide the contractor with information on requirements associated with this contract.

I-B SPECIFIC REQUIREMENTS

1. PRODUCT QUALITY

a) Specifications, appearance and taste

All commodities to be furnished hereunder shall conform to the specifications as noted on the attached Specifications/ Item Listings/ Pricing Page.

In the formulation and/or packaging of any contractual item changes during the course of the agreement, the State shall be notified of such change(s) and given the option to accept or reject the change. In the event the change(s) is acceptable, the product shall be supplied at no additional charge. Should the State reject the change(s), the contract, or portion thereof, may be canceled. During the course of the contract period, should a question arise concerning the acceptable taste of any contracted item, the State reserves the right to conduct a pass/fail taste test at the time. If the product in question fails the test, the contract, or portion thereof, may be canceled.

b) Quality Assurance

The contractor shall have a written quality control program which ensures that all products are wholesome and that all manufacturers and suppliers to the Contractor have effective quality control programs, have standard operating procedures and use good manufacturing practices. All manufacturers supplying product to the Contractor shall have verifiable HACCP programs in place at their manufacturing facilities. The Contractor shall monitor the quality control program of all suppliers and manufactures.

All products shall have legible code dates on the box or package.

The State reserves the right to periodically test products which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

c) Hazard Analysis Critical Control Point (HACCP)

Contractor's Production plant(s) and Distribution Centers shall have a fully implemented HACCP Program. In addition, if the contractor is not the manufacturer, the contractor's suppliers shall have a fully implemented HACCP Program as it relates to this contract.

The contractor shall have a USDA certified laboratory or access for testing chemical residues.

d) Recall Program

The contractor shall have the ability to track all products delivered (barcode/UPC's) to the distributor.

The contractor shall have a product recall program that provides for immediate notification to all customers, including Michigan Department of Corrections (MDOC) facilities who have received the products. In all cases of product recall, the Contractor shall notify all MDOC facilities that have received the recalled product. Notification shall not exceed twenty-four hours after the Contractor learns of the recall. The Contractor shall have the ability to track products by lot number to specific customers including MDOC facilities. The Contractor is responsible for picking up all products that are subject to recall.

2. SERVICE

a) Customer Service

The contractor shall have the capability to respond to agency inquiries within one (1) business day of receipt of contact. A Customer Service Representative(s) shall be assigned specifically to the State of Michigan account that shall be prepared to assist the State agencies in any ordering or invoicing problems in a courteous and helpful manner.

Customer Service Representative: Ann Crosby
Telephone: 423-238-7111 ext 4648

b) Usage Reporting

The contractor shall have the capability to report the Contract usage by State agencies and/or local units of government. Such usage shall be reported quarterly and by item to the buyer in Acquisition Services, Department of Management and Budget.

c) Placing Orders

The contractor shall have the capability to receive orders by telephone, facsimile and by written order. This shall include the ability to track orders placed by the agency in advance, with a six (6) month to one (1) year delivery time frame to ensure timely deliveries and eliminate back orders. The contractor may offer electronic ordering capability.

Customer Service Representative: Ann Crosby

Telephone: 423-238-7111 ext 4648

d) Prior Experience

The contractor shall have demonstrated ability to supply food distributors with the specified product quality, service, delivery, etc, as outlined in the requirements for this contract.

e) Other Rebate Programs

- Product Discounts: The State of Michigan reserves the right to negotiate pricing, discounts and/or rebates directly with the manufacturers for large volume purchases. The Contractor shall pass on to the Department of Corrections all price discounts and reductions which the State of Michigan is entitled to receive from the manufacturers. These discounts and reductions shall include, without limitation, nonprofit allowances, free goods, rebates, quarterly and other discounts and special manufacturer deal prices. The State reserves the right to change to other product brands carried by the Contractor if the cost is beneficial to the State.

If a manufacturer offers rebates directly to a Correction facility, the Contractor shall track purchase information for each agency for the items affected and submit this information to the manufacturer as required by the manufacturer.

f) Staffing

The contractor shall have sufficient staffing to provide the levels of product quality, service, delivery and all other requirements outlined in this contract.

3. DELIVERY

a) **On Time Delivery**

The maximum delivery time is 7-10 days after receipt of order. Other specific delivery requirements will be made between each agency and the Contractor. Deliveries may be required weekly, bi-weekly or on a monthly basis.

Each order shall be accompanied with a packing slip or invoice. The packing slip or invoice shall contain the following information:

Agency name and address
Purchase order number
Stock number and brief description of each item
Unit of issue and quantity issued for each item
Unit price and extended price for each item
Date order was received by Contractor
Total price of order

b) Minimum Orders

The minimum order is one (1) case any item.

c) F.O.B. Point

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders of one (1) case or more to the State. Other F.O.B. terms will not be accepted. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the agency except as to latent defects, fraud, and the Contractor's warranty obligations, if any.

4. FACILITIES

a) **Production/Warehousing/Distribution**

The contractor shall have demonstrated ability to produce and supply food distributors to ensure no product shortages.

The contractor shall have the warehouse space needed to ensure ample stock levels for the items listed on this contract to ensure no product shortage.

The contractor shall have the fleet needed to ensure product is delivered on time.

b) Stock Levels

Back orders are not acceptable under the Contract. Products bid by the contractor shall be stocked on a regular basis. Special Order (not regularly stocked) items shall not be allowed. It is the Contractor's responsibility to notify the agency in advance of delivery of any shortage of product. The Contractor may provide an item substitution of equal grade to or higher then originally requested at the same cost as the item originally ordered. If item substitutions are offered they must be approved by Acquisition Services prior to shipping.

c) Sanitation/Pest Control

The contractor shall conform to all applicable Federal, State and local laws regarding sanitation.

5. PRICE

Prices are indicated on the attached Item Listing pages.

I-C ADDITIONAL REQUIREMENTS

1. Inspection of products

Product will be inspected by the ordering agency within 48 hours of delivery excluding State holidays and weekends. All products must be in a wholesome and sanitary condition when delivered. Products will not be accepted if the products fail to meet specifications either in product quality or packaging or the product is an unauthorized substitute product. The Contractor must pick up the rejected product within 48 hours of being notified of the rejection by the agency. Defective items must be exchanged or credited by the Contractor at the option of the agency.

The State of Michigan reserves the right to hold rejected products suspected of being adulterated for inspection by the United States Department of Agriculture and/or the Michigan Department of Agriculture.

2. Packaging

The Department of Corrections will not accept product packed in glass. Products packed in wire crates, with bound nylon strapping or have excessive labeling shall be prohibited. All packaging and packing material must be new and clean, and must not impart objectionable odors or flavors to the product. Printed, stamped and stenciled labeling and marking information on cartons must be water-fast, non-smearing or a contrasting color, clear and readable. Cartons shall be clean and of adequate strength to provide protection and stacking strength. Cartons shall be clearly marked with the product name, count/size and the product code.

The pack sizes indicated on the contract represent the sizes currently used by state agencies. The contractor is requested to provide packaging that most closely meets these packaging sizes. The state reserves the right of final approval on packaging offered by the contractor.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

3. Palletizing

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

- Manufacturers standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

SECTION II - GENERAL CONTRACT PROVISIONS

II-A GENERAL

The Contract is for Dessert Snacks for the State of Michigan, Michigan Department of Corrections, Lower Peninsula only. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the contract period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form and by Acquisition Services on the Purchase Order Form.

The Contract is a Unit (Case) Price Contract.

Attached is a listing of State agencies and/or locations who may order from the Contract. The listing shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions.

II-B ISSUING OFFICE

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Michigan Department of Corrections, hereinafter known as MDOC. Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process. All communications covering this procurement must be addressed to:

Department of Management and Budget
Acquisition Services
Attn: Maritza Garcia - Strong
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-8622

II-C CONTRACT ADMINISTRATOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), it is anticipated that the Director of Acquisition Services will direct that the various prison facilities will be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of this Contract. That authority is retained by Acquisition Services.

II-D CONTRACT TERM

The term of this contract will be for a (3) three year period and will commence with the issuance of a Contract. This will be approximately July 1, 2002 through July 1, 2005. At the sole option of the State, the Contract may be extended for up to 2 (two) additional years. Contractor performance, quality of products, price, and the Contractor's ability to deliver on time are some of the things that will be used as a basis for any decision by Acquisition Services to extend the Contract.

II-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

The following documents constitute the complete and exclusive agreement between the parties. The following order of precedence shall apply (in descending order):

A. Any contract resulting from the State's ITB No. 071i2000067
B. Any addenda to that ITB.
C. The Contractor's response to that ITB.

The State of Michigan shall not be bound by any part(s) of the bidder's response to the ITB which contains information, options, conditions, terms, or prices neither requested nor required in the ITB. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the Contractor, those of the State take precedence. The contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

II-F NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

II-G REVISIONS, CONSENTS, AND APPROVALS

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

II-H SEVERABILITY

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

II-I SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

II-J GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

II-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)

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

II-L 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 this Contract.

II-M INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

II-N NEWS RELEASES

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

II-O CONTRACTOR 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 prime 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 primary 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.

II-P PERFORMANCE REVIEWS

Acquisition Services in conjunction with MDOC may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products being delivered, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Acquisition Services reserves the right to cancel the Contract immediately at any time for default, if the Office documents that unsafe and/or adulterated or off-condition products are being delivered to any State agency by the Contractor.

II-Q PROHIBITED PRODUCTS

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

II-R AUDIT OF CONTRACT COMPLIANCE

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

II-S SAFETY AND ACCIDENT PREVENTION

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such safety requirements, rules, laws or regulations shall be a material breach of the Contract and shall be grounds for cancellation of the Contract in accordance with the Cancellation provisions contained herein.

II-T ASSIGNMENT

The Contractor shall not have the right to assign the Contract or to 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 State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the State Acquisition Services Director.

II-U DELEGATION

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the State Acquisition Services Director has given written consent to the delegation.

II-V DISCLOSURE

All information in a bidder's proposal and the Contract is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

II-W TAXES

A. Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

B. Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

C. The contractor are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract. Also, the contractor shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

II-X PRICE

Prices quoted are the maximum for a period of 365 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. Acquisition Services 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). Acquisition Services 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 continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

II-Y ADDITIONAL PRODUCTS

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

II-Z RECYCLED CONTAINERS

The contractor are encouraged to offer products packaged in containers using recovered materials suitable for the intended use. 'Recovered material' is defined as post-consumer waste (any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition) and 'secondary waste' (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).

II-AA CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract (Direct Purchase Order), whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under workers' compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' compensation laws of any other state the Contractor shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.

C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than $300,000 each occurrence and, when applicable $300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.

D. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than $50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.

E. Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than $300,000 each occurrence and when applicable, $300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include Contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the Contract (Direct Purchase Order).

BEFORE THE CONTRACT IS EXECUTED BY ACQUISITION SERVICES, THE CONTRACTOR MUST FURNISH TO ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR DIRECT PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days prior written notice bearing the Contract No. or Direct Purchase Order No. has been given to the Director of Acquisition Services.

II-BB INDEMNIFICATION

A. General Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and

costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.

2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;

3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;

4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;

5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

B. Patent/Copyright Infringement Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements 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 such 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 such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

C. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, 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 subclause.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

II-CC RIGHT TO KNOW ACT (Act 80 of 1986)

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances in the workplace. To comply with this act, it is necessary that you fulfill the following:

Labels on all incoming containers of hazardous chemicals must (1) clearly State the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

Material Safety Data Sheets must be included with shipment of chemical or hazardous material to the receiving State agency. It is necessary to send this document only on the first shipment for each chemical formulation or hazardous material ordered by a specific agency except when there has been a change in the formulation of the specified chemical or hazardous material, in which case, a revised material safety data sheet shall accompany the first shipment of the changed formulation. It is the responsibility of the shipping vendor to maintain this record. The receiving agency will not accept first shipment unless the above is complied with. It is recommended that OSHA Material Safety Data Sheet No. 174 be used.

II-DD CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by the purchasing office.

II-EE ACCOUNTING RECORDS

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

II-FF NON-DISCRIMINATION CLAUSE

In the performance of a Contract or purchase order, the contractor agrees not to discriminate against any employee or applicant for employment, with respect to their 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 handicap or disability. The contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

II-GG CANCELLATION

A. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

B. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall 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 Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

C. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The 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 project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

D. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.

E. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

II-HH NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature 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.

II-II ELECTRONIC FUNDS TRANSFER

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically.

II-JJ MODIFICATION OF CONTRACT

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

II-KK UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall 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 pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

II-LL MICHIGAN STATE INDUSTRIES

Michigan State Industries (MSI) provides valuable training opportunities for inmates at State correctional facilities. State agencies are exempt from utilizing this Contract if they would instead prefer to purchase similar items from MSI.

II-MM FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not the meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

II-NN CONTRACT PAYMENT SCHEDULE

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

STATE AGENCY LOCATIONS

DEPARTMENT OF CORRECTIONS – LOWER PENINSULA

Adrian Temporary Facility
2727 E. Beecher
Adrian, MI 49221

Brooks Regional Facility
2500 S. Sheridan Dr.
Muskegon, MI 49444

Charles Egeler Correctional Facility
3855 Cooper Street
Jackson, MI 49201

Florence Crane Women's Facility
38 Fourth St.
Coldwater, MI 49036

Gus Harrison Correctional Facility
2727 E. Beecher
Adrian, MI 49221

Huron Valley Center
3511 Bemis Road
Ypsilanti, MI 48917

Ionia Temporary Facility
1755 Harwood Road
Ionia, MI 48846

Macomb Regional Facility
34625 26 Mile Rd.
New Haven, MI 48048

Michigan Reformatory
1342 W. Main St.
Ionia, MI 48846

Mound Correctional Facility
17601 Mound Road
Detroit, MI 48212

Muskegon Temporary Facility
2500 S. Sheridan Dr.
Muskegon Heights, MI 49442

Pugsley Correctional Facility
7401 Walton Road
Kingsley, MI 49649

Carson City Temporary Facility
10274 Boyer Road
Carson City, MI 4881

Carson City Correctional Facility
10522 Boyer
Carson City, MI 48811

Cooper Street Correctional Facility
3100 Cooper Street
Jackson, MI 49201

Handlon Michigan Training Unit
P.O. Box 492
Ionia, MI 48846

Huron Valley Men's Facility
3201 Bemis Road, E.
Ypsilanti, MI 48197

Ionia Maximum Correctional Facility
1576 W. Bluewater Highway
Ionia, MI 48846

Lakeland Correctional Facility
141 First Street
Coldwater, MI 49036

G. Robert Cotton Facility
3500 N. Elm Road
Jackson, MI 49201

Mid-Michigan Temporary
8201 Croswell Rd.
St. Louis, MI 48880

Muskegon Correctional Facility
2400 S. Sheridan Dr.
Muskegon, MI 49442

Oaks Correctional Facility
1500 Caberfae Highway
Manistee, MI 49660-9200

DEPARTMENT OF CORRECTIONS – LOWER PENINSULA (continued)

Parnall Correctional Facility
1780 E. Parnall
Jackson, MI 49201-9037

Ryan Correctional Facility
17600 Ryan
Detroit, MI 48212

Saginaw Correctional Facility
9625 Pierce Rd.
Freeland, MI 48604

Scott Correctional Facility
47500 Five Mile Road
Plymouth, MI 48170

St Louis Correctional Facility
8585 N. Croswell Road
St. Louis, MI 48880

Thumb Correctional Facility
3225 John Conley Dr.
Lapeer, MI 48446

Woodward Corrections Center
5801 Woodward Avenue
Detroit, MI 48202

Pine River Correctional Facility
320 N. Hubbard
St. Louis, MI 48880

Riverside Correctional Facility
777 W. Riverside Drive
Ionia, MI 48846

Standish Maximum Facility
4713 West M-61
Standish, MI 48658

State Prison of Southern Michigan
4000 Cooper Street
Jackson, MI 49201

Southern Michigan Correctional Facility
4002 Cooper Street
Jackson, MI 49201

Western Wayne Correctional Facility
48401 Five Mile Road
Plymouth, MI 48170

Michigan Youth Correctional Facility
1805 West 32nd Street
Baldwin, MI 49304

DEPARTMENT OF CORRECTIONS CAMP PROGRAM DIRECTORY

Camp Branch
19 Fourth Street
Coldwater, MI 49036

Camp Brighton
P.O. Box 200
Pinckney, MI 48169

Camp Kitwin
M-26 South, P.O. Box 7
Painesdale, MI 49955

Camp Cassidy Lake
18901 Waterloo Road
Chelsea, MI 48118

Camp Waterloo
6000 Maute Road
Grass Lake, MI 49240

Camp Lehman
4282 Hartwick Pines Road
Grayling, MI 49738

Camp Pellston
Route #1
Pellston, MI 49769

Camp Sauble
4058 E. Freesoil Rd.
Freesoil, MI 49411

Camp Tuscola
2420 Chambers Rd.
Caro, MI 48723

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 1 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
1.	385-12-21-3357	**BROWNIES**, Fudge Brownies Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 2.17 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04125	$ 14.32
2.	385-12-73-0310	**BANANA SNACK CAKES**, Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.2 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11 lbs Vendor Item # 04140	$ 13.12
3.	385-12-73-0250	**CHOCO-CAKES** (Frosted Fudge) Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 04168	$ 14.32
4.	385-12-73-0367	**CHOCOLATE SNACK CAKES**, Cream filled. Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12.5 lbs Vendor Item # 04145	$ 13.12

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 2 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
5.	385-12-73-0490	**CHOCOLATE SNACK CAKES** Brand: Little Debbie Seasonal Cakes (Vanilla) Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12.5 lbs Vendor Item # 04165, 04116, 04142	$ 14.32
6.	385-12-17-0507	**COFFEE CAKE**, apple Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.10 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 04164	$ 14.32
7.	385-12-73-3957	**STRAWBERRY SHORTCAKE ROLLS** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 2.17 oz. Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04133	$ 14.32
8.	385-12-73-4090	**NUTTY BAR** Brand: Little Debbie Units per Pkg: 2/pkg – 6/box Ounces Per Pkg: 2 oz. Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 04120	$ 15.52
9.	385-12-73-5309	**OATMEAL CREAM PIE** Brand: Little Debbie Units per Pkg: 1/pkg Ounces Per Pkg: 1.35 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 16.2 lbs Vendor Item # 04101	$ 13.12

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 3 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
10.	385-12-73-7453	**STAR CRUNCH COOKIES** Brand: Little Debbie Units per Pkg: 1/pkg – 12/box Ounces Per Pkg: 1.08 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04114	$ 14.32
11.	385-12-73-7940	**ZEBRA CAKES** Brand: Little Debbie Units per Pkg: 2/pkg – 5/box Ounces Per Pkg: 2.6 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 13 lbs Vendor Item # 04146	$ 13.12
12.	393-35-52-3187	**GRANOLA CEREAL**, Low Fat Brand: Little Debbie Units per Pkg: 1 Ounces Per Pkg: 16 oz. Pkgs Per Case: 16 boxes Pounds per Case: 16 lbs Vendor Item # 03165	$ 23.92
13.	393-43-31-2078	**CHEWY GRANOLA BARS,** Oats & Honey Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 8 lbs Vendor Item # 03183	$ 18.72
14.	393-43-31-2086	**CHEWY GRANOLA BARS,** Oatmeal/Raisin, Low Fat Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.25 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 8 lbs Vendor Item # 03194	$ 18.72

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 4 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
15.	385-12-73	**CHEWY GRANOLA BARS** **Fudge Dipped Macaroon** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.4 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11.2 lbs Vendor Item # 03197	$ 18.72
16.	385-12-73	**CHEWY GRANOLA BARS** **Fudge Dipped Chewy Chocolate Chip** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 03178	$ 18.72
17.	375-30-60-6005	**PECAN SPINWHEEL ROLLS** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1 oz. each Pkgs Per Case: 16 boxes Pounds per Case: Vendor Item # 04172	$ 15.52
18.	375-45-52-0308	**BANANA NUT MUFFIN LOAVES** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.93 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11.6 lbs Vendor Item # 04197	$ 19.12

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 5 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
19.	393-43-37-4508	**OATMEAL LIGHTS,** Low Fat Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.35 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.8 lbs Vendor Item # 04210	$ 13.12
20.	393-43-15-1005	**APPLE FLIP COOKIES** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.23 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 9.8 lbs Vendor Item # 04104	$ 13.12
21.	375-30-60-4000	**HONEY BUNS**, Glazed breakfast roll. Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.75 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 04102	$15.52
22.	385-12-73	**BANANA MARSHMALLOW PIE** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.51 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12.1 lbs Vendor Item # 04166	$ 13.12
23.	385-12-73	**GERMAN CHOCOLATE CAKES** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.04 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 8.3 lbs Vendor Item # 04187	$ 13.12

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 6 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
24.	385-12-73-0515	**DONUT STICKS** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.58 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 9.5 lbs Vendor Item # 04134	$15.52
25.	385-12-73	**CHERRY CORDIAL** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.31 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 04174	$ 14.32
26.	385-12-15-1002	**Raspberry Raisin Cereal Bar** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.31 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 10.5 lbs Vendor Item # 03172	$ 18.72
27.	385-12-73	**Chocolate Peanut Clusters** Brand: Little Debbie Units per Pkg: 1/pkg – 8/box Ounces Per Pkg: 1.38 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11 lbs Vendor Item # 04196	$ 17.92
28.	385-12-73	**Golden Crème Cake** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.5 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 9 lbs Vendor Item # 04190	$ 19.04

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 7 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
29.	385-12-73	**Caramel Cookie Bar** Brand: Little Debbie Units per Pkg: 1/pkg – 12/box Ounces Per Pkg: 1.17 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 14 lbs Vendor Item # 04192	$ 17.92
30.	375-45-52-0308	**Banana Nut Loaf** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 1.93 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 11.6 lbs Vendor Item # 04197	$19.12
31.	385-12-73	**Salted Peanuts** Brand: Little Debbie Units per Pkg: 12/box Ounces Per Pkg: 1 oz. each Pkgs Per Case: 144 Pounds per Case: 9 lbs Vendor Item # 83507	$ 26.64
32.	385-12-73	**Chocolate Frosted Mini Donuts** Brand: Little Debbie Units per Pkg: 6/pkg – 12/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 72 Pounds per Case: 11.25 lbs Vendor Item # 83520	$ 24.12
33.	385-12-73	**Plain Mini Donuts** Brand: Little Debbie Units per Pkg: 6/pkg – 12/box Ounces Per Pkg: 2.5 oz. each Pkgs Per Case: 72 Pounds per Case: 11.25 lbs Vendor Item # 83514 & 83521	$ 24.12

LOWER PENINSULA AGENCIES ONLY

Specifications/ Item Listing/ Pricing Pages 8 of 8

ITEM NO.	NIGP CODE	COMMODITY DESCRIPTION	PRICE PER CASE
34.	385-12-73	**Blueberry Muffin Loaf** Brand: Little Debbie Units per Pkg: 1/pkg – 6/box Ounces Per Pkg: 2 oz. each Pkgs Per Case: 16 boxes Pounds per Case: 12 lbs Vendor Item # 04181	$ 19.12
35.	393-35	**Banana Almond Cereal** Brand: Little Debbie Units per Pkg: 1 Ounces Per Pkg: 16 oz. Pkgs Per Case: 16 boxes Pounds per Case: 16 lbs Vendor Item # 03185	$ 23.92
36.	393-35-40	**Fruit and Nut Cereal** Brand: Little Debbie Units per Pkg: 1 Ounces Per Pkg: 16 oz. Pkgs Per Case: 16 boxes Pounds per Case: 16 lbs Vendor Item # 03190	$ 23.92