



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 48933  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **3**  
 to  
 Contract Number **071B7700165**

<b>CONTRACTOR</b>	RE.SOURCE PARTNERS ASSET MANAGEMENT, INC.
	1101 Allen Drive
	Troy, MI 48083
	Jeffrey Korona
	248-519-2187
	jkorona@re-sourcepartners.com
	CV0050821

<b>STATE</b>	<b>Program Manager</b>	Seth Wright	DTMB
		517-636-0731	
	WrightS17@Michigan.gov		
	<b>Contract Administrator</b>	Nichole Harrell	DTMB
517-636-0313			
harrelln@michigan.gov			

**CONTRACT SUMMARY**

<b>IT ASSET DISPOSAL SERVICES</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
July 1, 2017	June 30, 2020	2 - 1 Year	September 30, 2022
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
NET 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

<b>MINIMUM DELIVERY REQUIREMENTS</b>
N/A

<b>DESCRIPTION OF CHANGE NOTICE</b>				
<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>		<input checked="" type="checkbox"/>	60 Days	November 30, 2022
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$884,700.00	\$0.00	\$884,700.00		

**DESCRIPTION**  
 Effective September 26, 2022, this Contract is extended two (2) months per Section 25 – Transition Responsibilities. The revised contract expiration date is November 30, 2022. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement, and DTMB Central Procurement approval.



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

**CONTRACT CHANGE NOTICE**

Change Notice Number 2  
 to  
 Contract Number 071B7700165

<b>CONTRACTOR</b>	RE.SOURCE PARTNERS ASSET MANAGEMENT, INC.
	1101 Allen Drive
	Troy, MI 48083
	Jeffrey Korona
	248-519-2187
	jkorona@re-sourcepartners.com
	CV0050821

<b>STATE</b>	<b>Program Manager</b>	Seth Wright	DTMB
		517-636-0731	
		WrightS17@Michigan.gov	
	<b>Contract Administrator</b>	Nichole Harrell	DTMB
		517-636-0313	
		harrelln@michigan.gov	

**CONTRACT SUMMARY**

<b>IT ASSET DISPOSAL SERVICES</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
July 1, 2017	June 30, 2020	2 - 1 Year	June 30, 2022
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
NET 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>	3 Months	<input checked="" type="checkbox"/>		September 30, 2022
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$884,700.00	\$0.00	\$884,700.00		

**DESCRIPTION**

Effective June 9, 2022, this Contract is extended three (3) months per Section 25 – Transition Responsibilities. The revised contract expiration date is September 30, 2022. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement, and DTMB Central Procurement approval.



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

**CONTRACT CHANGE NOTICE**

Change Notice Number 1

to

Contract Number **071B7700165**

<b>CONTRACTOR</b>	RE.SOURCE PARTNERS ASSET MANAGEMENT, INC.
	1101 Allen Drive
	Troy, MI 48083
	Jeffrey Korona
	248-519-2187
	jkorona@re-sourcepartners.com
	CV0050821

<b>STATE</b>	<b>Program Manager</b>	Seth Wright	DTMB
		517-636-0731	
		WrightS17@Michigan.gov	
	<b>Contract Administrator</b>	Dan Stevens	DTMB
		(517) 282-2342	
		stevensd6@michigan.gov	

**CONTRACT SUMMARY**

<b>IT ASSET DISPOSAL SERVICES</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
July 1, 2017	June 30, 2020	2 - 1 Year	June 30, 2020
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
NET 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

<b>MINIMUM DELIVERY REQUIREMENTS</b>
N/A

<b>DESCRIPTION OF CHANGE NOTICE</b>				
<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input checked="" type="checkbox"/>	2	<input type="checkbox"/>		June 30, 2022
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$884,700.00	\$0.00	\$884,700.00		

**DESCRIPTION**

Effective January 31, 2019 this contract is hereby amended as follows:

- Updated Section 1.4, Additional Requirements to include cosmetic condition codes and quarterly cut-line reporting.
- Updated Section 3.6 Key Personnel
- Update Contract Administrator to Dan Stevens
- Utilize remaining two year options available on the contract

All other terms, conditions, specifications and pricing remain the same. Per Vendor and Agency agreement and DTMB Central Procurement Services approval.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Seth Wright	517-636-0731	wrightS17@michigan.gov

Program Managers  
for  
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
DTMB	Seth Wright	517-636-0731	wrightS17@michigan.gov

**Section 1.4 ADDITIONAL REQUIREMENTS**

1) Service Components

- f) All equipment, that may have possible resale value, must go through a functional and cosmetic test process to determine remarketing worthiness. Equipment that fails the functional or cosmetic test and/or is below the quarterly published “cut-line” may be result in the equipment being recycled.
- g) For all material received, Contractor must record the cosmetic condition of the Material.
  - i. Class A or Retail= Used equipment, complete and functional with normal wear and tear.
  - ii. Class B or Wholesale= Used equipment missing components or with cosmetic damage that is in excess of normal wear and tear.
  - iii. Class C or Consumption/Parts= Used equipment that must be recycled as the most economical method of disposition. Equipment is no longer marketable, is missing major components or is cosmetically damaged so that it cannot be resold.
- h) For material which is considered a computer or server, Contractor must test the component to see if it boots to a “C” prompt and if possible, will report the following information in addition to the information captured above: i. Amount of Ram ii. Number and size of Hard Drives iii. Floppy Drives iv. Processor Speed v. CD-ROM Speed vi. Video Cards vii. Modems/Network cards viii. Media devices such as tape back-up, etc.
- i) Equipment that fails the functional or cosmetic test may result in the equipment being recycled.
- j) Prior to the resale or recycling of the equipment, Contractor must perform a sanitization process or physical destruction of each hard drive or any device capable of storing data received. The sanitization process must be in compliance with or exceed the most current Department of Defense Specification 5220.
- k) For equipment that needs to be recycled, Contractor must dispose of used equipment in such a manner as to meet Local, State, and Federal requirements and guidelines. This is to include a guarantee of zero landfill. All certificates of disposal are required to be submitted to the Program Manager as part of the annual audit.
- L) Contractor must submit quarterly “cut-line” to State Administrative Manager for approval of models/items that do not qualify as remarket-able.

**Section 3.6. Key Personnel**

The Contractor must appoint Project Manager, who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquires within 24 hours.

## Attachment A, Requirements

The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

The Contractor must identify the Project Manager and any additional Key Personnel.

### **Pick-up, scheduling and on-site scanning:**

Brian Kaser

Office: 248-519-2177

### **Operations Center Manager – Security audits and data protection:**

Anthony Ventimiglia

Office: 248-519-2174

### **Administration and reporting:**

Denise Rhoney

Office: 248-519-2181

### **Account Management**

Jeff Korona

Office: 248-374-3250

Cell: 248-255-5501

### **Escalation contact – Executive Sponsor:**

Mike Loria

Office: 248-519-2185

Cell: 586-615-3882

**STATE OF MICHIGAN**  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
 PROCUREMENT

525 W. ALLEGAN STREET  
 LANSING, MI 48933

P.O. BOX 30026  
 LANSING, MI 48909

NOTICE OF CONTRACT NO. **071B7700165**

between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Re-Source Partners Asset Management, Inc.  5700 Crooks Rd  Troy, MI 48098	John Spagnuolo	JSpagnuolo@re-sourcepartners.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(248) 519-2187	1820

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DTMB	Seth Wright	(517) 636-0731	WrightS17@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Dan Stevens	(517) 284-7049	StevensD6@michigan.gov

**CONTRACT SUMMARY**

**DESCRIPTION:**

IT Asset Disposal Services

<u>INITIAL TERM</u>	<u>EFFECTIVE DATE</u>	<u>INITIAL EXPIRATION DATE</u>	<u>AVAILABLE OPTIONS</u>
3 Years	July 1, 2017	June 30, 2020	2 – 1 year
PAYMENT TERMS	F.O.B.	SHIPPED TO	
NET 45	N/A	N/A	

<u>ALTERNATE PAYMENT OPTIONS</u>	<u>EXTENDED PURCHASING</u>
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**  
 N/A

**MISCELLANEOUS INFORMATION**  
 THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing RFP No. 007116B0009846. Orders for delivery will be issued directly by Departments through the issuance of a Purchase Order Form.

<b>ESTIMATED CONTRACT REVENUE VALUE AT TIME OF EXECUTION</b>	<b>\$884,700.00</b>
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**For the Contractor:**

\_\_\_\_\_  
[Redacted],  
**Contract Administrator**  
[Redacted]

\_\_\_\_\_  
**Date**

**For the State:**

\_\_\_\_\_  
**Jared Ambrosier,**  
**Commodities Division – Category Director**  
**State of Michigan**

\_\_\_\_\_  
**Date**



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Resource Partners LLC (“**Contractor**”), a Michigan corporation .This Contract is effective on July1, 2017 (“**Effective Date**”), and unless terminated, expires on June 30, 2020. The Transitional Implementation Period will be the time period between the Contract Effective Date and the Services Begin Date on July 1, 2017. Contractor must commence performance of all Services, without interruption, on July 1, 2017.

This Contract may be renewed for up to (2) one year Renewal Option period(s). Renewal must be by written agreement of the parties, and will automatically extend the Term of this Contract.

The parties agree as follows:

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

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

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

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

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

If to State:	If to Contractor:
Dan Stevens 525 West Allegan St, 1 <sup>st</sup> Flr, NE Lansing, MI. 48909 StevensD6@michigan.gov (517) 284-7049	John Spagnuolo 5700 Crooks Rd Troy, MI 48098 Jspagnuolo@re-sourcepartners.com (248)519-2187

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

<b>State:</b> Dan Stevens 525 West Allegan St, 1 <sup>st</sup> Flr, NE Lansing, MI. 48909 StevensD6@michigan.gov (517) 284-7049	<b>Contractor:</b> John Spagnuolo 5700 Crooks Rd Troy, MI 48098 Jspagnuolo@re-sourcepartners.com (248)519-2187
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4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

<b>State: IT Asset Disposal</b> Seth Wright 7461 Crowner Dr Lansing, MI 48909 WrightS17@michigan.gov (517) 636-0731	<b>Contractor:</b> John Spagnuolo 5700 Crooks Rd Troy, MI 48098 Jspagnuolo@re-sourcepartners.com (248)519-2187
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5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

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

<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
<b>Privacy and Security Liability (Cyber Liability) Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
<b>Crime (Fidelity) Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Employee Theft Per Loss	Contractor must have their policy: (1) cover forgery and alteration, theft of money and securities, robbery and safe burglary, computer fraud, funds transfer fraud, money order and counterfeit currency, and (2) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as Loss Payees.

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

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

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

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental

subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget  
Financial Services – Cashier Unit  
Lewis Cass Building  
320 South Walnut St.  
P.O. Box 30681  
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

- 8. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal). Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

- 9. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
- 10. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 11. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 12. Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 13. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract

to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

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

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

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

17. **Reserved.**
18. **Reserved.**
19. **Reserved.**
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims

for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

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

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

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

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

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

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section **Error! Reference source not found.**, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 180 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or

indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. **Reserved.**

31. **State Data**



- a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
- b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
- c. Extraction of State Data. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Backup and Recovery of State Data. Unless otherwise specified in Exhibit A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Exhibit A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- e. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and, (h) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as

described above, must comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. This Section survives the termination of this Contract.

32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
  - b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
  - c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
  - d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
  - e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of

termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

**33. Data Privacy and Information Security.**

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

**34. Reserved.**

**35. Reserved.**

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

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as

a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

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

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section **Error! Reference source not found.**, Termination for Cause.
38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Reserved.**
41. **Reserved.**
42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the amendment; (b) Exhibit A; (c) any other exhibits; and (d) the Contract.
51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

## **SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES**

### **BACKGROUND**

The State of Michigan regularly purchases information technology equipment for its workforce of over 47,000 employees. As this equipment becomes surplus, obsolete, and/or out of warranty, the State has a need to dispose of these items in a safe and secure manner. This project will provide for the disposition of surplus, obsolete and out of warranty desktops, notebooks, servers, storage or networking devices, monitors, printers, projectors, miscellaneous electronic equipment and computer peripherals such as keyboards and mice. This is an optional use program and does not include equipment that is part of a lease or trade in-program or assets the State chooses to dispose of internally. The State seeks a zero dollar contract with a Contractor which will dispose of IT equipment and pay the State for sellable assets (PC's, laptops, tablets, cell phones, etc.) according to an established schedule.

### **SCOPE**

Contractor will provide IT Surplus Recovery Services for desktops, notebooks, servers, storage or networking devices, monitors, printers, projectors, miscellaneous electronic equipment, cell phones and computer peripherals such as keyboards and mice. Contractor will pick-up, transport, cleanse equipment of data, and dispose of any IT asset from any manufacturer.

Equipment is categorized using two types of classifications:

- Secure Equipment ("Secure") are items that may contain data and is out of warranty. Examples: servers, PC's, laptops, notebooks, tablets, cell phones, etc. These assets essentially get transferred to the Contractor where they wipe them and sell them if they are able. If not, they would get destroyed.
- Non-Secure Equipment ("Non-Secure") includes peripherals such as mice, keyboards, various cords, monitors, etc., items which do not contain any sort of data. This material also gets transferred to the Contractor.

### **1. GENERAL REQUIREMENTS**

- 1) Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
- 2) In performance of this Contract, the Contractor complies with and assumes responsibility for compliance by his or her employees, downstream partners, and subcontractors. All work must be done under the supervision of the Contractor or the Contractor's employees.
- 3) The State has one primary equipment pick-up location; IT Depot is located at the General Services Building, 7461 Crouner Dr., Dimondale, MI 48821 ("Pickup Location").
- 4) Any State of Michigan information made available in any format must be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material must be treated as confidential and must not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor is prohibited.
- 5) The Contractor must provide for meeting the State's zero landfill requirements and an environmentally friendly, safe, and secure method to either resell or recycle products obtained through this Contract.

- 6) All State of Michigan equipment must be accounted for and properly stored before, during, and after processing. A chain of custody document must follow the device upon Contractor's receipt of the equipment. At the completion of the wipe or destruction process, the State must be notified that the disposal of said device is complete. The chain of custody document must be filed and stored for the entire length of the Contract and any subsequent period as required under Section 36 of the Standard Terms and Conditions.
- 7) Secure items require a three-part check; State of Michigan will provide an itemized list of items on each pallet; upon pick-up, Contractor will verify each piece on the applicable matches; upon arrival at Contractor's location, Contractor will re-verify each piece matches the applicable pallet.
- 8) The Contractor certifies that the data present on any device, during the performance of this Contract, shall be completely purged from all data storage, and no output shall be retained by the Contractor at the time the work is completed, with the exception for information necessary for reporting purposes. If immediate purging of all data storage components is not possible, the Contractor certifies that any State of Michigan data remaining in any storage component shall be safeguarded to prevent unauthorized disclosures until the component can be destroyed.
- 9) All computer systems processing State of Michigan equipment must meet the requirements defined in [NIST 800-53](#) for moderate controls. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to State of Michigan information.
- 10) All storage devices must be compliant with the U.S. Department of Defense level two wipe process (three pass process).
- 11) The Contractor must notify the Program Manager of any loss or stolen equipment within 24 hours of event or sooner.

## **1.2. CORRECTIONAL FACILITIES ONLY REQUIREMENTS**

- 1) Contractor's vehicles (truck) shall be locked at all times when entering the facility and must be locked upon any exit of the vehicle.
- 2) The States correctional locations may have wait times to enter each facility. However, the State will make every reasonable effort to limit wait times for service trucks. If other vehicles are waiting to enter the sallyport gates, which causes the delay, the Contractor may return later the same day for pick up at no additional charge to the State.
- 3) Contractor and Program Manager or designee representative will meet at each correctional facility prior to Contract start to arrange schedules and receive necessary orientation and security clearances.
- 4) Contractor shall pick up materials between the hours of 7am-4pm EST, Monday through Friday. Contractors vehicles will not be allowed to enter facilities during lunch count (10:45am-12:15pm). If a correctional facility is on lock down all service vehicles will be turned away at the sallyport gate.
- 5) Each individual entering a correctional facility must possess a valid Michigan driver's license and be cleared on the State Police LEIN check.
- 6) All vehicles entering a State-MDOC facility must be inspected before entry of the secured perimeter. The State-MDOC reserves the right to deny access to any facility to any Contractor(s) subcontractor(s) staff members who fail to comply with any applicable State, Federal, or Local law, ordinance or regulation, or whose presence may compromise the security of the facility, its staff members and inmates.

- 7) All drugs, alcohol, tobacco products, cellular devices, smart watches, computers, iPads, weapons, fireworks and explosives are prohibited at all correctional facilities throughout the State.
- 8) Contractor's that come into the Administration Building of a correctional facility will need to secure their cellular devices and personal tobacco products in their locked vehicle prior to entrance. If the Contractor arrives with such products, the Contractor will be requested to return them to their locked/secured motor vehicle.
- 9) Contractor's staff may be required to complete and submit an RI-8 Fingerprint Card for Finger Print Checks to the State-MDOC Program Manager as requested. Contractor's staff may be required to wear State issued identification badges while on site at correctional facilities.

### **1.3. PICK-UP REQUIREMENTS**

- 1) Equipment Pickup includes the packaging, pickup, and delivery of equipment to the Contractor's facility. The State will provide no assistance with pickup of surplus equipment. Contractor must provide all necessary manpower, pallets, Gaylord boxes, shrink-wrap, and any other logistic equipment required for pickup.
- 2) Pickups must be scheduled during business hours Monday – Friday, 7:30 AM to 4:00 PM EST.
- 3) The State will consolidate the equipment to a central ground level location at the Pickup Location.
- 4) Contractor must arrange for pick up and shipping of equipment. Transportation fees must be included in the pricing.
- 5) Logistics provider must contact the Program Manager to schedule a pick up.
- 6) Pickups must be scheduled a minimum of 72 hours prior to pick up request date.
- 7) Any changes to pickups already scheduled must be done with a minimum of 48 hour notice from the pickup date.
- 8) Contractor must provide any necessary packing supplies and pack equipment for transport.

### **1.4. ADDITIONAL REQUIREMENTS**

#### **1) Service Components**

- a) Service Components includes the following key features: processing, disposition, and additional services.
- b) Equipment processing includes equipment receipt, recording, and tag removal at Contractor recovery center (includes sort, test, and audit). It also includes the resale of equipment with remaining value and recycling of equipment with no remaining value.
- c) For each computer, server, cell phone, monitor and output device, Contractor must record the make, model number, manufacturer, serial number, and property/asset tag number.
- d) For all other items, Contractor must record the serial number, property/asset tag number, weight (large sized pieces), and a description sufficient to identify the item.
- e) Contractor must remove all State property/asset tags from the Material.



- f) All equipment, that may have possible resale value, must go through a functional and cosmetic test process to determine remarketing worthiness.
- g) For all material received, Contractor must record the cosmetic condition of the Material.
  - i. Class C or Retail= Used equipment, complete and functional with normal wear and tear.
  - ii. Class D or Wholesale= Used equipment missing components or with cosmetic damage that is in excess of normal wear and tear.
  - iii. Class S or Consumption/Parts= Used equipment that must be recycled as the most economical method of disposition. Equipment is no longer marketable, is missing major components or is cosmetically damaged so that it cannot be resold.
- h) For material which is considered a computer or server, Contractor must test the component to see if it boots to a "C" prompt and if possible will report the following information in addition to the information captured above:
  - i. Amount of Ram
  - ii. Number and size of Hard Drives
  - iii. Floppy Drives
  - iv. Processor Speed
  - v. CD-ROM Speed
  - vi. Video Cards
  - vii. Modems/Network cards
  - viii. Media devices such as tape back-up, etc.
- i) Equipment that fails the functional or cosmetic test may result in the equipment being recycled.
- j) Prior to the resale or recycling of the equipment, Contractor must perform a sanitization process or physical destruction of each hard drive or any device capable of storing data received. The sanitization process must be in compliance with or exceed the most current Department of Defense Specification 5220.
- k) For equipment that needs to be recycled, Contractor must dispose of used equipment in such a manner as to meet Local, State, and Federal requirements and guidelines. This is to include a guarantee of zero landfill. All certificates of disposal are required to be submitted to the Program Manager as part of the annual audit.

## 2) Equipment Disposition

- a) Equipment disposition includes equipment receipt, recording, and tag removal at Contractor recovery center.
- b) For each computer, server, cell phone, monitor and output device: Contractor must record the make, model number, manufacturer, serial number, and property/asset tag number.
- c) For all other items, Contractor must record a description sufficient to identify the item, serial number, property/asset tag number and weight (large sized pieces).
- d) Contractor must remove all State property/asset tags from the Material.
- e) Contractor must dispose of used equipment in such a manner as to meet Local, State, and Federal requirements and guidelines. This is to include a guarantee of zero landfill.
- f) Contractor must perform physical destruction of media; size must be no more than that of a nickel.
- g) Contractor must perform data destruction on all cell phone technology and if unable to do so, will perform a physical destruction of said device.

- h) Contractor must perform a physical destruction of each hard drive, or any device capable of storing State data, received if it fails the most current Department of Defense Specification 5220 overwrite process.
- i) The State requires that the Contractor send a report of the final disposition of all component parts and raw materials. This is to include a list of where these components are sent. These secondary markets are to also comply with all Local, State, and Federal requirements and guidelines with preference given to maximum recycling and reuse.
- j) Certificate of data destruction for processed data storing equipment.

### **3) Licenses and Permits**

- a. Pursuant to Section 17317 of Part 173, Electronics, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, Contractor and/or its downstream partners must be certified recyclers and provide documentation that they possess the federal and state licenses and permits needed to provide the services in this Contract. The Contractor must supply copies of any certifications and all relevant permits, licenses, and other regulatory items required under federal and state regulations or standards relating to the collection and transportation of IT equipment.
- b. The Contractor must provide regulatory compliance information relating to the intended recipients of the collected used electronics, including those industries that will be responsible for the dismantling, salvage, sale, reuse, and/or recycling of the collected used electronics. This document shall list each downstream partner, sub-contractor, facility, and transporter used in fulfilling this Contract, and for each, shall provide a contact person, phone number, site address, and EPA ID number. Contractor to acknowledge regulatory compliance information must be submitted annually to Program Manager:
- c. If during the course of this contract, certification is lost, suspended, or otherwise withdrawn, Contractor must notify Program Manager immediately.
- d. Contractor must bear the risk of loss or damage to the material during shipment to recovery site. Title shall transfer upon pickup.

### **4) Inspection**

The State may conduct a physical and logical security review of the Contractor's site prior to award recommendation and upon award of the Contract, as outlined in Section 1.5.B.5. Audit Requirements. The Contractor must comply with all findings of the review. If the Contractor is found non-compliant, then the Contractor must supply a project plan on how and when the security findings will be resolved. The project plan must be developed within two weeks to address the findings. The schedule will be reached by mutual agreement between the State and the Contractor.

The State of Michigan shall have the right to send its officers and employees into the offices and plants of the Contractor at any time, announced or unannounced, for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

### **5) Audit Requirements:**

Prior to award recommendation and no less than annually thereafter, the Contractor may be requested to pass a State of Michigan audit including but not limited to the following criteria:

- a. General:
  - i. Review agreement with building owner.
  - ii. Review agreement with Alarm Company.
  - iii. Review agreement with trucking company, if used.

- b. Policies needed:
  - i. Background checks passing State Police and finger printed.
  - ii. Incident reporting.
  - iii. After hours physical access.
  - iv. Certifying of pick-up counts.
  - v. Disposal of portable media.
  - vi. Security awareness/confidentiality training.
  - vii. Tracking of State of Michigan (SOM) equipment.
  - viii. Access to disposal area and equipment.
  - ix. How SOM equipment is secured in transit from SOM to the disposal area.
  
- c. Procedures needed:
  - i. Chain of custody; service tag number must relate to serial number of hard drive.
  - ii. Where and how SOM hard drives and portable media are stored.
  - iii. Internal tracking of SOM hard drives and portable media.
  - iv. Hard drive destruction.
  - v. Disposal of portable media.
  - vi. Monitoring of hard drive cleansing through auditing and separation of duties
  - vii. Background check.
  - viii. After hours delivery.
  - ix. Visitor sign-in at drop-off area and building entrance.
  - x. Review and monitoring of sign-in logs.
  - xi. Monitoring of physical security logs and video files.
  - xii. Certification of data disposal.
  - xiii. Quality assurance/compliance. No SOM identification or information left on device.
  
- d. Security review and updates:
  - i. Audit of processes and procedures for securely disposing of SOM equipment
  - ii. Testing and monitoring of parking area.
  - iii. Physical security of drop off area.
  - iv. Physical security of staging area.
  - v. Motion detectors, if applicable.
  - vi. Door locks and keys, tracking, types, etc.
  - vii. Video cameras and alarm system operation
  - viii. Physical security and monitoring of secure area, including walls, doors, and windows.
  - ix. Is the secure area walls from deck to deck?
  - x. Up to date employee background checks.
  - xi. List of all persons with authorized access to Contractor facilities.
  - xii. Signed affidavits of confidentiality from all personnel.
  
- e. State of Michigan review and sampling of wiped assets Based on AICPA's Audit and Accounting Guides "AAG SAM Chapter 3 - Nonstatistical and Statistical Audit Sampling in tests of controls", the State will perform audits to very assets are properly wiped with a sample size of approximately 10 per quarter, subject to increase or decrease as needed.
  
- f. The State has the right to terminate the Contract if the Contractor fails to provide the safeguards described above.

## 6) Compliance with Applicable Laws and Regulations

All services provided under this Contract must be carried out in compliance with all applicable Federal and State laws and regulations. Regulations to be complied with include, but are not limited to environmental protection, occupational health and safety, and transportation.

## 7) Transition

- a. Transition Out:
  - i. Within 30 days, certification that all data has been removed from any and all devices.
  - ii. Removal of all Gaylord boxes and other various Contractor storage containers
  - iii. Final payment has been made to SOM
- b. Transition In
  - i. Upon contract execution, provide Gaylord boxes and other necessary storage containers required for the completion of all Contract Activities.

### 1.5. Training

The Contractor must provide training materials to assist the State with proper utilization of these services

## 2. Acceptance

### 2.1. Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities:  
Timely pick up and destruction

- On-time reporting
- Prompt payment of check to the State no later than the 20<sup>th</sup> of the following month, in which services were performed.

## 3. Staffing

### 3.1 Contractor Representatives

- 1) The Contractor must appoint a single point of contact as a Contractor Representative specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

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

- 2) Contractor's employees are required to have confidentiality and security awareness training, which is documented and tracks on an annual basis.

### 3.2. Customer Service Toll-Free Number

The Contractor must specify its phone number for the State to make contact with the Key Personnel. Key Personnel must be available for calls during the hours of 8:00 am to 5:00 pm EST.

### 3.3. Work Hours

The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 8:00 a.m. to 5:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project.

### 3.4. Organizational Chart

The Contractor must provide an overall organizational chart that details staff members, by name and title.

### 3.5. Disclosure of Subcontractors

The use of subcontractors is not allowed on this Contract.

### **3.6. Key Personnel**

The Contractor must appoint Project Manager, who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquires within 24 hours.

The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

The Contractor must identify the Project Manager and any additional Key Personnel.

Bob Kenefick – Project Manager.  
John Spagnuolo – Project Manager

### **3.7. Security and Background Checks**

1. The Contractor must have background checks done by State police and be finger printed to meet CJIS requirements on all staff upon hiring and/or prior to the start date of this Contract. The Contractor must have on file, affidavits of confidentiality for all individuals that are assigned to the performance of this Contract. At a minimum, affidavits of confidentiality for all staff must be updated annually. The annual affidavit of confidentiality must include a statement of certification that the employee has not committed any acts since the signing of the previous affidavit that would result in the change in the results of their existing background check. Any changes in staffing assigned to performance of this Contract by the Contractor must be reflected in new confidentiality statements on file.
2. Additional affidavits of confidentiality may be required by specific Agencies for certain applications. The Contractor must limit access to information related to certain applications to specific staff members upon request from the Agency.
3. Unauthorized disclosure by the Contractor, of any information contained during the Contract Activities may be cause for immediate cancellation of the Contract and may result in prosecution for any violation of applicable laws.

### **4.0 Project Management**

The Contractor will carry out this Contract under the direction and control of the Program Manager.

The State reserves the right to perform unannounced visits to the Contractor's processing facility for the purposes of conducting performance audits.

#### **4.1. Project Plan**

Project plan should identify items such as the required contact personnel; the date the project plan must be submitted to the State; project management process; project breakdown identifying sub-projects, tasks, and resources required; expected frequency and mechanisms for updates/progress reviews; process for addressing issues/changes; and individuals responsible for receiving/reacting to the requested information.

Within 30 calendar days of the Effective Date, the Contractor must submit a project plan to the Program Manager for final approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project

#### **4.1. Meetings**

The Contractor must attend a Kick-off meeting within 20 business days of the Effective Date. The State may request other meetings, as it deems appropriate.

#### **4.2. Reporting**

The Contractor must submit to the Program Manager the following written reports (see Schedule E for sample reports): Reporting includes return of inventory reports and certificate of disposal after conclusion of the asset recovery process. Reports must be submitted in Excel format.

1. Within 15 Days of Equipment Pickup: Receipt Report to the Program Manager
2. Within 30 Days of Equipment Pickup: Final Settlement Report of all component parts and raw materials (including a list of where these components are sent) and Certificate of Disposal
3. Within 30 Days of Equipment Pickup: Certificate of Media Disposal or Hard Drive Data Destruction
4. Within 30 Days of Equipment Pickup – Hard Drive Wipes Report
5. Within 30 Days of Equipment Pickup – Systems Report
6. Every 30 Days: Payment Report sent to the Program Manager and Accounts Receivable
7. Chain of Custody document shall include, but not be limited to:  
Tracking no., date, item type, serial no., mfg., model no.

#### **5.0 Ordering**

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

The appropriate authorizing document for the Contract will be a fully executed contract. Individual pick-up authorizations will be provided to the Contractor, in writing.

#### **6.0 Invoice and Payment**

##### **6.1 Invoice Requirements**

All payments made to the State must include:  
Contract Number, Pallet No, Pick-Up Date, Qty, Category, Weight, Amount Paid, Total Amount Paid.

Payment shall be remitted to:  
DTMB-Financial Services  
PO Box 30681  
Lansing, MI 48909

##### **6.2. Payment Methods**

The State will make payment for Contract Activities via Electronic Funds Transfer (EFT).

#### **7. Liquidated Damages**

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000.00 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work in Schedule A.

# STATE OF MICHIGAN

## IT Asset Disposal

### Schedule B

SECURED ITEMS	
Description	Price Paid to State Per Piece
Computers	\$15
Laptops	\$25
Servers	\$15
Output Devices	\$10
Flat Panel Monitors	\$5
Media Disposal	\$0
Cell Phones	\$25
Tablets	\$25
iPads	\$25

NON-SECURED ITEMS		
Description	Skid Properties	Price Paid to State Per Skid*
Misc. (Scanners, CD-ROM burners, disk arrays, server racking, Monitors, Cords, etc.) These items are non-secure.	skid is a 4' X 4' pallet of equipment stacked approximately 2'-4' high	\$5

## Schedule C, Sample Standard Report Format

### Hard Drive Wipes Report

Period Covered:

Date Report Submitted:

Wipe Date	System Serial #	Hard Drive Serial #	Hard Drive Mfg	Wipe Status	Drive Size
05/01/2009	63P5W01	451131423419	Maxtor	Success	20 GB
05/01/2009	3CZYY01	wmaar1846573	Seagate	Fail / Destroy	40 GB

### Systems Report

Period Covered:

Date Report Submitted:

System Type	System Serial #	MFR	Model	HD Serial #	Processor	Form Factor	Hard Drive Size	Memory	Condition
PC	hl50z01	Dell	GX270	N/A	P3-1	D	40	256	Good
PC	2FQWK11	Dell	GX150	wmaar1684900	P3-1	D	40	256	Good
Laptop	FXD0Z01	Dell	D610	xbdf1082459	P4 1.8	L	60	512	Good
Server	XSCD45B	HP	Pro XXX	275HB340	X-1.4	RM	340	2 GB	Good

### Chain of Custody Report

Period Covered:

Date Report Submitted:

Pallet No.*	Date	Item	Serial No	Mfr.	Model
427eb3	6/25/2009	Printers	USPF074567	HP	LJ4050

### Payment Report

Period Covered:

Date Report Submitted:

Pallet No.	Pick-up Date	Qty	Category	Weight	Amount Paid to SOM
					\$
					\$
<b>Grand Total</b>					\$

### Totals Report

Period Covered:

Date Report Submitted:

Month/Year

QTY	CATEGORY	WT.	Amount Paid To SOM
40	17" FLAT SCREEN	720	\$
36	SERVER - SMALL	1,332	\$
424	T - COMPUTER - GOOD	14,416	\$
245	D - COMPUTER - GOOD	6,125	\$
5	TABLETS	125	\$
	<b>TOTAL</b>	<b>22,718</b>	<b>\$</b>



**Attachment A.**

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**Safeguarding Contract Language**

**Exhibit 7**

*Exhibit 7 Safeguarding Contract Language*

**CONTRACT LANGUAGE FOR GENERAL SERVICES**

**I. PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (8) (Include any additional safeguards that may be appropriate.)

**II. CRIMINAL/CIVIL SANCTIONS**

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee

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**Safeguarding Contract Language**

**Exhibit 7**

that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and

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**Safeguarding Contract Language  
Exhibit 7**

annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10 ) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **III. INSPECTION**

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Attachment B.

**ALCONA COUNTY**

01-0006 – PA\*C/QAC

Alcona Parole/Probation

106 Fifth Street

Harrisville, MI 48740

989-724-9590

**ALGER COUNTY**

02-0116 – PMG/QMG

Alger Parole/Probation Courthouse, Lower Level

101 Court Street

Munising, MI 49862

906-387-7021

**ALLEGAN COUNTY**

03-0231 – PAG/QAG

Allegan Parole/Probation

1st Floor County Building

113 Chestnut Street

Allegan, MI 49010

269-673-0360

**ALPENA COUNTY**

04-0357 – PAL/QAL

Alpena Parole/Probation

703 West Chisholm Street, Suite A

Alpena, MI 49707

989-354-3425

**ANTRIM COUNTY**

05-0465 – PBI/QBI

Antrim Parole/Probation

110 Grove

Bellaire, MI 49615

231-533-5136

**ARENAC COUNTY**

06-0577 – PST/QST

Arenac Parole/Probation Courthouse, 120 N. Grove Street

Standish, MI 48658

989-846-9720

**BARAGA COUNTY**

See Houghton County

**BARRY COUNTY**

08-0814 – PHA/QHA

Barry Parole/Probation

Courts & Law Building, Suite 102 206 West Court Street

Hastings, MI 49058

269-945-1389

**BAY COUNTY**

09-0937 – PBY/QBY

Bay Parole/Probation

1230 Washington Ave., Suite 619

Bay City, MI 48708

989-895-4250

**BENZIE COUNTY**

10-1036 – PBE/QBE

Benzie Parole/Probation Courthouse, 448 Court Place

Beulah, MI 49617

231-882-0042

**BERRIEN COUNTY**

11-1171 – PQN/QNI

Berrien Probation

1205 North Front Street

Niles, MI 49120

269-684-5274

11-1177 – QBS

Berrien Probation

811 Port Street

St. Joseph, MI 49085

269-983-7111

11-1187 – PBH

Berrien Parole

497 Waukonda Avenue, Suite 2

Benton Harbor, MI 49022

269-925-3299

**BRANCH COUNTY**

12-1266 – PCW/QCW

Branch Parole/Probation Courthouse, 31 Division Street

Coldwater, MI 49036

517-279-4305

**CALHOUN COUNTY**

13-0001 - QBC

Calhoun Probation

161 E. Michigan Ave.

Battle Creek, MI 49014

269-969-6895

13-1382

Calhoun Parole Satellite Office

101 North Albion Street

Albion, MI 49224

13-1386 – PBC

Calhoun Parole

90 East Michigan Avenue

Battle Creek, MI 49014

269-565-0175

**CALHOUN COUNTY** (continued)

13-1390

Barry, Branch, and Calhoun

Offender Reentry

190 East Michigan Avenue

Battle Creek, MI 49014

269-565-0189

**CASS COUNTY**

14-1508 – PCS/QCS

Cass Parole/Probation

County Building 201 N. M-62

Cassopolis, MI 49031

269-445-4404

**CHARLEVOIX COUNTY**

15-1620 – PCH/QCH

Charlevoix Parole/Probation

301 State Street

Charlevoix, MI 49720

231-547-7222

**CHEBOYGAN COUNTY**

16-1726 – PCB-QCB

Cheboygan Parole/Probation County Building – Room 218

870 South Main Street Cheboygan, MI 49721

231-627-8805

**CHIPPEWA COUNTY**

17-0002 – PSM/QSM

Chippewa Parole/Probation

325 Court Street, Suite 102

Sault Ste. Marie, MI 49783

906-635-6345

**CLARE COUNTY**

18-1956 – PCL/QCL

Clare Parole/Probation

225 West Main Street

Harrison, MI 48625

989-539-2458

**CLINTON COUNTY**

19-2072 – PSN/QSN

Clinton Parole/Probation Courthouse – Suite 3200

100 East State Street

St. Johns, MI 48879-1571

989-224-5133

**CRAWFORD COUNTY**

20-2186 - PGYQGY

Crawford Parole/Probation

Courthouse, 200 W, Michigan Ave.

Grayling, MI 49738

989-344-3208

**DELTA COUNTY**

21-2304 – PES/QES

Delta Parole/Probation Courthouse, Suite 217

310 Ludington Street

Escanaba, MI 49829

906-786-6568

**DICKINSON COUNTY**

22-2427 – PIM/QIM

Dickinson Parole/Probation

300 East D Street



Iron Mountain, MI 49801

906-774-1446

**EATON COUNTY**

23-2531 – PCR/QCR

Eaton Parole/Probation Courthouse

1045 Independence Blvd.

Charlotte, MI 48813

517-543-4364

**EMMET COUNTY**

24-2650 – PPT/QPT

Emmet Parole/Probation Courthouse – Suite G26

200 Division Street

Petoskey, MI 49770

231-348-1749

**GENESEE COUNTY**

25-2769

**FOA Region 6 Office**

816 Beach Street

Flint, MI 48502

810-424-5756

25-2770 – PFL

Genesee Parole

2770 816 Beach Street

Flint, MI 48502

810-767-0630

25-2770 – QFL

Genesee Probation

2770 816 Beach Street

Flint, MI 48502

810-257-3524

**GLADWIN COUNTY**

26-2883 – PGL/QGL

Gladwin Parole/Probation

555 West Cedar Avenue, Suite B

Gladwin, MI 48624

989-426-6914

**GOGEBIC COUNTY**

27-2991 – PBM/QBM

Gogebic Parole/Probation

Courthouse, 200 N. Moore Street

Bessemer, MI 49911

906-667-0323

**GRAND TRAVERSE COUNTY**

28-3121 – PTC/QTC

Grand Traverse Parole/Probation Courthouse – Suite 118

328 Washington Street

Traverse City, MI 49684

231-922-4380

**GRATIOT COUNTY**

29-3226 – PIT/QIT

Gratiot Parole/Probation

114 South Main Street, Suite B

Ithaca, MI 48847

989-875-5229

**HILLSDALE COUNTY**

30-3342 – PHI

Hillsdale Parole

49 North Howell Street

Hillsdale, MI 49242

517-437-2828

30-3337 – QHI

Hillsdale Probation

29 N. Howell St., 2<sup>nd</sup> Fl., Ste. 12

Hillsdale, MI 49242

517-437-3551

**HOUGHTON COUNTY**

31-3462 – PHN/QHN

Houghton/Baraga/Keweenaw

Parole/Probation

401 East Houghton Avenue

Houghton, MI 49931

906-482-6615

**HURON COUNTY**

32-3567 – PBX/QBX

Huron Parole/Probation

250 E. Huron Ave., Room 310

Bad Axe, MI 48413

989-269-9975

**INGHAM COUNTY**

33-3697 – COF

FOA Administration

Grandview Plaza

206 East Michigan Ave.

Lansing, MI 48933

517-373-3184

**INGHAM COUNTY** (continued)

33-3752 – QLA

Ingham Probation

303 W. Kalamazoo St., Ste. 90

Lansing, MI 48933

517-483-6100

33-3818 – EMC

Electronic Monitoring Unit

1305 S. Washington Ave., Ste. 103

Lansing, MI 48910

517-284-8519

33-3824

**Outstate Territory Administration**

1305 S. Washington Ave., Ste. 104

Lansing, MI 48910

517-334-7003

33-3828 – PLA

Ingham Parole

5341 S. Pennsylvania Ave., Ste. A

Lansing, MI 48913

517-284-7667

**IONIA COUNTY**

34-3921 – PIO

Ionia Parole

777 Riverside Drive

Ionia, MI 48846

616-527-9775

34-3921 – QIO

Ionia Parole/Probation

101 West Main Street

Ionia, MI 48846

616-527-5308

**IOSCO COUNTY**

35-4012

Iosco Parole/Probation

Annex Building, 420 W. Lake St.

Tawas City, MI 48764

**IRON COUNTY**

36-4144 – PCF/QCF

Parole/Probation

Courthouse – Suite 24

2 South 6th Street

Crystal Falls, MI 49920

906-875-4011

**ISABELLA COUNTY**

37-4246 – PMP/QMP

Isabella Parole/Probation Courthouse, 300 N. Main St.

Mt. Pleasant, MI 48858

989-317-4163

**ISABELLA COUNTY** (continued)

37-4251

**FOA Regions 5 & 7 Office** Courthouse, 300 N. Main St.

Mt. Pleasant, MI 48858

989-317-4168

**JACKSON COUNTY**

38-4402 – PJK

Jackson Parole

1699 Lansing Avenue

Jackson, MI 49202

517-780-7440

38-4403

**FOA Region 9 Office**

1699 Lansing Avenue

Jackson, MI 49202

517-768-2083

38-4375 - QJK

Jackson Probation

Courthouse – Rooms 515-516

312 South Jackson Street

Jackson, MI 49201

517-768-6795

**KALAMAZOO COUNTY**

39-4489 – PKL/QKL  
Kalamazoo Parole/Probation  
1421 Healy Street, Suite 1  
Kalamazoo, MI 49048  
269-383-8972

39-4519  
**FOA Region 8 Office**  
1421 Healy Street, Suite 1  
Kalamazoo, MI 49048  
269-384-8343

**KALKASKA COUNTY**

40-4590 – PKS/QKS  
Kalkaska Parole/Probation  
Courthouse, 605 North Birch  
Kalkaska, MI 49646  
231-258-6911

**KENT COUNTY**

41-0000  
**FOA Region 4b Office**  
82 Ionia Street NW, Suite 100  
Grand Rapids, MI 49503  
616-632-5978

41-4736 – QGR  
Kent Probation  
82 Ionia Street NW, Suite 100  
Grand Rapids, MI 49503  
616-632-5920

**KENT COUNTY** (continued)

41-4821 - PGR  
Kent Parole  
State Office Building  
One Division Avenue NW  
Grand Rapids, MI 49503  
616-356-0450

**KEWEENAW COUNTY**

See Houghton County

**LAKE COUNTY**

43-4938 – PBL/QBL  
Lake Parole/Probation  
5565 South M-37  
Baldwin, MI 49304  
231-745-0290

**LAPEER COUNTY**

44-5048 – PLP/QLP

Lapeer Parole/Probation

255 Clay Street

Lapeer, MI 48446

810-667-0221

**LEELANAU COUNTY**

45-5168 – PLL/QLL

Leelanau Parole/Probation

8525 East Government Center Drive

Suttons Bay, MI 49682

231-256-8541

**LENAWEE COUNTY**

46-5281 – PAD/QAD

Lenawee Parole/Probation

425 North Main Street

Adrian, MI 49221

517-264-4580

**LIVINGSTON COUNTY**

47-5403 – QHO

Livingston Probation

Law Center Building

210 South Highlander Way

Howell, MI 48843

517-546-4212

47-5419 - PHO

Livingston Parole

2530 East Grand River Avenue

Howell, MI 48843

517-546-7088

**LUCE COUNTY**

48-5507 – PNB/QNB

Luce Parole/Probation

Courthouse, 407 West Harrie

Newberry, MI 49868

906-293-8471

**MACKINAC COUNTY**

49-5635 – PSI/QSI

Mackinac Parole/Probation

5635 Courthouse – 3<sup>rd</sup> Floor

100 Marley Street

St. Ignace, MI 49781

906-643-7343

**MACOMB COUNTY**

50-000

**FOA Region 10 Northeast Office**

32 Market Street

Mt. Clemens, MI 48043

586-469-5700

50-5748 – PMC

Macomb Parole

15950 E. 12 Mile Road, Suite 120

Roseville, MI 48066

586-773-1209

50-5813 – QMC



Macomb Probation

32 Market Street

Mt. Clemens, MI 48043

586-469-5330

**MANISTEE COUNTY**

51-5851 – PMS/QMS

Manistee Parole/Probation

Courthouse, 415 Third Street

Manistee, MI 49660

231-723-7215

**MARQUETTE COUNTY**

52-5974 – PMA/QMA

Marquette Parole/Probation

Courthouse Annex – Room 36

234 West Baraga Street

Marquette, MI 49855

906-225-8224

**MASON COUNTY**

53-6092 – PLU/QLU

Mason Parole/Probation

408 Resseguie St., Suite 101

Ludington, MI 49431

231-845-1266

**MECOSTA COUNTY**

54-6197 – PBG/QBG

Mecosta Parole/Probation

Courthouse – Room 212

400 Elm Street

Big Rapids, MI 49307-0239

231-592-0140

**MENOMINEE COUNTY**

55-6322 – PMN/QMN

Menominee Parole/Probation

C/O Menominee County Sheriff's Dept.

831 10<sup>th</sup> Avenue

Menominee, MI 49858

906-8634705

**MIDLAND COUNTY**

56-6437 – PMD/QMD

Midland Parole/Probation

220 West Ellsworth Street, 4<sup>th</sup> Floor

Midland, MI 48640

989-832-6760

**MISSAUKEE COUNTY**

57-6545 – PLC/QLC

Missaukee Parole/Probation

111 South Canal Street

Lake City, MI 49651

231-839-3939

**MONROE COUNTY**

58-6661 – PMR/QMR

Monroe Parole/Probation

29 Washington Street

Monroe, MI 48161

734-240-7640

**MONTCALM COUNTY**

59-6784 – PSA/QSA

Montcalm Parole/Probation

627 North State Street

Stanton, MI 48888

989-831-7353

**MONTMORENCY COUNTY**

60-6898 – PAT/QAT

Montmorency Parole/Probation

Courthouse, 12265 M-32 West

Atlanta, MI 49709

989-785-8095

**MUSKEGON COUNTY**

61-7002 - QMU

Muskegon Probation

131 East Apple Avenue

Muskegon, MI 49442

231-724-6345

61-7006 – PMU

Muskegon Parole

985 East Barney Street

Muskegon, MI 49444

231-724-6321

**NEWAYGO COUNTY**

62-7120 – PWC/QWC

Newaygo Parole/Probation

1018 E. Newell St., P.O. Box 707

White Cloud, MI 49349-0707

231-689-7250

**OAKLAND COUNTY**

63-0000

**FOA Region 10 Northwest Office**

North Office Building

1200 North Telegraph Road

Building 26 East

Pontiac, MI 48341

248-858-0303

63-7268

**Oakland Offender Reentry**

2001 Centerpoint Parkway

Suite 101

Pontiac, MI 48341

248-253-2430

63-7271 – QPN

Pontiac Probation

North Office Building

1200 North Telegraph Road

Pontiac, MI 48341

248-858-0300

63-7311 – QRP

Troy Probation

1151 Crooks Road

Troy, MI 48084

248-655-1100

63-7316

**Metropolitan Territory Administration**

1151 Crooks Road, Building A

Troy, MI 48084

248-655-1392

63-7320

Training

1151 Crooks Road, Building A

Troy, MI 4808

248-655-1164 & 248-655-1268

63-7358 - PPN

Pontiac Parole

2001 Centerpoint Parkway

Suite 101

Pontiac, MI 48341

248-253-2440

**OCEANA COUNTY**

64-7356 – PHT/QHT

Oceana Parole/Probation

314 South State Street

Hart, MI 49420-1227

231-873-4776

**OGEMAW COUNTY**

65-7462 – PWB/QWB

Ogemaw Parole/Probation

Courthouse – Room 108

806 West Houghton Avenue

West Branch, MI 48661

989-345-5680

**ONTONAGON COUNTY**

66-7586 – PON/QON

Ontonagon Parole/Probation

725 Greenland Road

Ontonagon, MI 49953

906-884-4020

**OSCEOLA COUNTY**

67-7695

**FOA Regions 1a-4a Office**

410 West Upton Avenue

Reed City, MI 49677

231-832-6179

67-7695 – PRY/QRY

Osceola Parole/Probation

410 West Upton Avenue

Reed City, MI 49677

231-832-6162

**OSCODA COUNTY**

68-7810 – PMI/QMI

Oscoda Parole/Probation

311 Morenci Street

Mio, MI 48647

989-826-2285

**OTSEGO COUNTY**

69-7934 – PGA/QGA

Otsego Parole/Probation

800 Livingston Blvd., Suite 4B

Gaylord, MI 49735

989-731-7649

**OTTAWA COUNTY**

70-0001 – PHU/QHU

Hudsonville Probation

3100 Port Sheldon Road

Hudsonville, MI 49426

616-662-6075

**OTTAWA COUNTY** (continued)

70-8043 – PGH/QGH

Grand Haven Parole/Probation

County Building – Room G001

414 Washington Street

Grand Haven, MI 49417

616-846-8217

70-8044 – PHL/QHL

Holland Parole/Probation

12185 James Street, Suite 150

Holland, MI 49424

616-392-5442

**PRESQUE ISLE COUNTY**

71-8159 – PRC/QRC

Presque Isle Parole/Probation

Courthouse – Lower Level

151 East Huron Avenue

Rogers City, MI 49779

906-253-1116

**ROSCOMMON COUNTY**

72-8272 – PRO/QRO

Roscommon Parole/Probation

500 Lake Street, P.O. Box 457

Roscommon, MI 48653

989-275-5422

**SAGINAW COUNTY**

73-8394 – PSG

Saginaw Parole

1835 Treanor Street

Saginaw, MI 48601

989-754-8661

73-8417 – QSG

Saginaw Probation

1931 Bagley Street

Saginaw, MI 48601

989-758-2470

**SANILAC COUNTY**

74-8500 – PSD/QSD

Sanilac Parole/Probation

60 West Sanilac Road, Room #112

Sandusky, MI 48471

810-648-4546

**SCHOOLCRAFT COUNTY**

75-8620 – PMQ/QMQ

Schoolcraft Parole/Probation

Courthouse – Room 208

300 Walnut Street

Manistique, MI 49854

906-341-3682

**SHIAWASSEE COUNTY**

76-8739 – PCU/QCU

Shiawassee Parole/Probation

1042 North Shiawassee Street

Corunna, MI 48817

989-743-2402

**ST. CLAIR COUNTY**

77-8845 - QPH

St. Clair Probation

201 McMorran Boulevard, Room 1300

Port Huron, MI 48060

810-985-2280

77-8862 – PPH

St. Clair Parole

4355 24<sup>th</sup> Avenue, Suite 6

Fort Gratiot, MI 48059



810-982-8977

**ST. JOSEPH COUNTY**

78-8972 – QCE

St. Joseph Probation

Courthouse Annex 1, Box 574

115 Dean Street

Centreville, MI 49032

269-467-5575

78-8973 – PCE

St. Joseph Parole

265 N. US Highway 131, Suite D

Three Rivers, MI 49093

269-273-1796

**TUSCOLA COUNTY**

79-9086 – PCA/QCA

Tuscola Parole/Probation

449 Green Street. P.O. Box 536

Caro, MI 48723

989-672-3760

**VAN BUREN COUNTY**

80-9193 – PPP/QPP

Van Buren Parole/Probation

212 East Paw Paw Street, Suite 20

Paw Paw, MI 49079

269-657-8214

**WASHTENAW COUNTY**

81-9305 – QAN

Washtenaw Probation

101 East Huron Street, Room B-25

Ann Arbor, MI 48107

734-222-3390

81-9306 – PAN

Washtenaw Parole

3201 Bemis Road

Ypsilanti, MI 48197

734-222-3390

**WAYNE COUNTY**

82-1000

**FOA Region 10 West Office**

Lawton Place, 5300 Lawton

Detroit, MI 48208

82-1001

Special Services Unit

Tremonti Building – 1<sup>st</sup> Floor

426 Clinton St.

Detroit, MI 48226

313-224-7416

82-1003 – PDM

Wayne County Parole

Lawton Place, 5300 Lawton

Detroit, MI 48208

313-972-3170

82-1005 - PDM

Wayne County Parole

Electronic Monitoring

Lawton Place, 5300 Lawton

Detroit, MI 48208

313-972-3170

82-1007 – PDM

Wayne County Parole

Specialized Supervision Unit

Lawton Place, 5300 Lawton

Detroit, MI 48208

313-972-3170

82-1008 – QDZ

Court Services Unit

Tremonti Building – 3<sup>rd</sup> Floor

426 Clinton Street

Detroit, MI 48226

313-224-7935

82-1010

**FOA Region 10 Central Office**

Tremonti Building – 3<sup>rd</sup> Floor

426 Clinton Street

Detroit, MI 48226

313-224-2792

82-9427 – QDG

Eastern District Probation

1600 Algonquin Street

Detroit, MI 48215

313-821-8204

82-9460 – QDE

Greenfield District Probation

16820 James Couzens Freeway

Detroit, MI 48235

313-927-2200

**WAYNE COUNTY** (continued)

82-9464 – QDL

Lahser District Probation

17500 Lahser Road

Detroit, MI 48219

313-255-3660

82-9479 – QDC

Chrysler District Probation

Tremonti Building – 2<sup>nd</sup> Floor

426 Clinton Street

Detroit, MI 48226

313-224-5000

82-9511 – QDF

Southwest District Probation

1757 Southfield Road

Lincoln Park, 48146

313-388-331

82-9565 - DDC

Detroit Detention Center

17601 Mound Road

Detroit, MI 48212

313-368-8300

82-9566 - DRC

Detroit Reentry Center

17600 Ryan Road

Detroit, MI 48212

313-368-3200

82-9658 – PLI

Lincoln Park Parole

920 Fort Street

Lincoln Park, MI 48146

313-382-9550

**WEXFORD COUNTY**

83-9631 – PCD/QCD

Wexford County Parole/Probation

Courthouse

437 East Division Street

Cadillac, MI 49601

231-779-9486

**ALGER CORRECTIONAL FACILITY (LMF)**

N6141 Industrial Park Drive  
 Munising, MI 49862  
 (906) 387-5000 Fax (906) 387-5019

**ALL EXT. BEGIN WITH 1112020**

Warden.....	Catherine S. Bauman.....	109
Secretary.....	Karin Gollinger.....	109
Deputy Warden.....	Tony Immel.....	127
Deputy Warden.....	Scott Sprader.....	126
Admin. Assistant.....	Dean Potila.....	111
Admin. Manager.....	Becki Nylander.....	140
Human Resources...	Marla Pomeroy.....	151
Physical Plant.....	Chris Wardowski.....	503
Inspector.....	Lyle Rutter.....	125
Inspector.....	Jeff Contreras.....	129
Records Spvr.....	Randy Coyne.....	144
A/Health Unit Mgr.....	Gail Staley, R.N.....	210
Control Center.....		120

**BARAGA CORRECTIONAL FACILITY (AMF)**

13924 Wadaga Road  
 Baraga, MI 49908-9204  
 (906) 353-7070 Fax (906) 353-8760

A/Warden.....	Daniel Lesatz.....	3531107
Secretary.....	Joanne Clement.....	3531107
A/Deputy Warden.....	Eric Petaja.....	3531127
Deputy Warden.....	Lincoln Marshall.....	3531102
Admin. Assistant.....	Nathan Hoffman.....	3531111
Admin. Manager.....	Sandra Villa-Mogush.....	3531144
Human Resources...	Michelle Sutherland.....	3531159
Physical Plant.....	Steve Zapolnik.....	3531502
A/Inspector.....	Shawn Minerick.....	3531115
Inspector.....	Craig Cummings.....	3531360
Records Spvr.....	Gayle Isaacson.....	3531145
Health Unit Mgr.....	Gloria Hill, R.N.....	3531203
Control Center.....		3531124

**BELLAMY CREEK CORR. FACILITY (IBC)**

1727 W. Bluewater Hwy.  
 Ionia, MI 48846  
 (616) 527-2510 Fax (616) 527-7089

Warden.....	Tony Trierweiler.....	2341102
Secretary.....	Angela Lamphere.....	2341102
Deputy Warden.....	John Davids.....	2341120
Deputy Warden.....	Matt Macauley.....	2341310
Admin. Assistant.....	Mike Walczak.....	2341104
Admin. Manager.....	Arleen Edwards.....	2341150
Human Resources...	Monique Dingeldej @ ICF	23477211
Physical Plant.....	Scott Klein.....	2341500
Inspector.....	Doug Welton.....	2341324
Inspector.....	Christine Wakefield.....	2341311

Records Spvr.....	Julie Wing.....	2341115
Health Unit Mgr.....	Ann Karp, R.N.....	2341203
Control Center.....616-		527-8456

**CHIPPEWA CORR. FACILITY (URF)**

4269 West M-80  
 Kincheloe, MI 49784  
 (906) 495-2275 Fax (906) 495-5836

**ALL EXT. BEGIN WITH 1112172**

A/Warden.....	Connie Horton.....	001
Secretary.....	Tracy Trotter.....	001
Deputy Warden.....	David Isard.....	464
A/Deputy Warden.....	John Miller.....	401
Admin. Assistant....	Bob Beaulieu.....	003
Admin. Manager.....	Edson Forrester.....	107
Human Resources...	Rebecca Mills.....	111
Physical Plant.....	Charlie Gimpel.....	902
Inspector.....	Larry Hough.....	033
Inspector.....	Pete Hubbard.....	458
Records Spvr.....	Tina Sawyer.....	027
Health Unit Mgr.....	Melissa LaPlaunt, R.N.....	701

**COOPER STREET CORR. FACILITY (JCS)**

3100 Cooper Street  
 Jackson, MI 49201  
 (517) 780-6175 Fax (517) 780-6811

Warden.....	Joseph Barrett.....	6801
Secretary.....	Kelly Grygiel.....	6801
Deputy Warden.....	Randee Rewerts.....	6826
Admin. Assistant.....	Kevin Morgel.....	6805
Admin. Manager.....	Robert Sullivan.....	6806
Human Resources...	Paulos Asfada.....	5068
Physical Plant.....	Jeff Rice.....	6818
Inspector.....	David Clifton.....	6830
Inspector.....	Craig Furlong.....	6869
Records Spvr.....	Angie Leffler.....	6808
Health Unit Mgr.....	Kim Rupe, R.N.....	6152
Control Center.....		6907

**DETROIT DETENTION CENTER (DDC)**

17601 Mound Rd  
 Detroit, MI 48212  
 (313) 368-8300 Fax (313) 368-8972

Warden.....	Kenneth Romanowski.....	2822143
Secretary.....	Gwendolyn Wright.....	2822143
Deputy Warden.....	Terry Tellez.....	2822135

A/Admin. Assistant..	Jimmy Waters.....	2821184
Admin Manager.....	Frank Konieczki.....	2821115
Human Resources...	Tweed Savage-Tapplar.....	2821162
Dept. Analyst.....	Vacant.....	2822141
Physical Plant.....	Kevin Kotzian.....	2821913
	Elvira	
Inspector.....	Chapman.....	2822149
Health Care.....	Sherri Sankey.....	2821801
Control		
Center.....	.....	1136/1142

<b><u>GUS HARRISON CORR FACILITY (ARF)</u></b>		
2727 E. Beecher Street		
Adrian, MI 49221		
(517) 265-3900	Fax (517) 265-9542	
Warden.....	Sherman Campbell.....	2653013
Secretary.....	Angie Long.....	2653013
Deputy Warden.....	Donald Ricumstrict.....	2653060
Deputy Warden.....	Willis Chapman.....	2653066
Admin. Assistant.....	Steve Kindinger.....	2653024
Admin. Manager.....	Vaughn Stewart.....	2653100
Human Resources...	Sharon Opel.....	2653130
A/Physical Plant.....	Harland Reno.....	2653500
Inspector.....	Robert Johnson.....	2653111
Inspector.....	Kenneth Salisbury.....	2653110
Records Spvr.....	Marcy Brockway.....	2653025
	Janet	
Health Unit Mgr.....	Campbell.....	2653220
Control Center.....		2653000

<b><u>IONIA CORRECTIONAL FACILITY (ICF)</u></b>		
1576 W. Bluewater Highway		
Ionia, MI 48846		
(616) 527-6331	Fax (616) 527-6863	
Warden.....	Willie Smith.....	2341246
Secretary.....	Jackie Perry.....	2341246
Deputy Warden.....	James Schiebner.....	2341234
	John	
Deputy Warden.....	Christiansen.....	2341232
Admin. Assistant.....	Brooke Snyder.....	2341220
Admin. Manager.....	Phyllis Clement.....	2341375
Human Resources...	Monique Dingeldej.....	2341211
Physical Plant.....	Don Dine.....	2341260
Inspector.....	Gary Miniard.....	2341332
Inspector.....	Steve Barber.....	2341294
Records Spvr.....	Christina Bandt @ MTU.....	2341205
Health Unit Mgr.....	Jody LeBarre, R.N.....	2341273
Control Center.....	.....616-	527-6862



**KINROSS CORR FACILITY (KCF)**

4533 W. Industrial Park Drive  
 Kincheloe, MI 49788  
 (906) 495-2282 Fax (906) 495-5837

**ALL EXT. BEGIN WITH 1112171**

Warden.....	Duncan MacLaren.....	201
Secretary.....	Sherry LaJoie.....	201
A/Deputy Warden.....	Don Mansfield.....	211
Deputy Warden.....	Jerry Harwood.....	212
Admin. Assistant.....	Dave Mastaw.....	202
Admin. Manager.....	Kathy Dumback.....	232
Human Resources...	Rebecca Mills @ URF.....	111
Physical Plant.....	Steve Wilson.....	275
Inspector.....	Jamie Corrigan.....	387
Inspector.....	John Huhtala.....	313
Records Spvr.....	Carla Grenier.....	206
Health Unit Mgr.....	Cynthia Jenkins R.N.....	293
Control Center.....	906-	495-5884

**MICHIGAN REFORMATORY (RMI)**

1342 W. Main  
 Ionia, MI 48846  
 (616) 527-2500 Fax (616) 527-2936

**ALL EXT. BEGIN WITH 1112340**

Warden.....	Carmen Palmer.....	602
A/Secretary.....	Jenna Christiansen.....	602
Deputy Warden.....	Gregory Skipper.....	631
Deputy Warden.....	Fredeane Artis.....	634
Admin. Assistant.....	Aaron Vroman.....	603
A/Admin. Manager.....	Bryan Griswold.....	423
Human Resources...	Monique Dingeldey @ ICF	2341211
Physical Plant.....	Paul Tefft.....	770
Inspector.....	B. Simmons.....	637
Inspector.....	James Miller.....	636
Records Spvr.....	Debbie Casillas.....	618
Health Unit Mgr....	Bryan Deeren, R.N.....	670
Control Center.....	616-	527-4141

**MUSKEGON CORR. FACILITY (MCF)**

2400 South Sheridan Dr.  
 Muskegon, MI 49442  
 (231) 773-3201 Fax (231) 773-3657

Warden.....	Sherry Burt.....	2230
Secretary.....	Kathy Jeffery.....	2230
A/Deputy Warden.....	David Brazee.....	2223
	Jeanine	
A/Admin. Assistant.....	Winger.....	2285
Admin. Manager.....	Don Spaulding.....	2233
Human Resources...	Rebecca Wright @ LRF...	316
Physical Plant.....	Deron Kippen.....	2316

A/Inspector.....	Barry Hall.....	2284
Inspector.....	John Kludy.....	2327
Inspector.....	Paul Davis.....	2284
Records Spvr.....	Angie Hall.....	2226
Health Unit Mgr.....	Mike Wilkinson, R.N.....	2203
Control Center.....		2251/2252

<b><u>NEWBERRY CORR. FACILITY (NCF)</u></b>		
13747 E. County Road 428		
Newberry, MI 49868		
(906) 293-6200	Fax (906) 293-0011	
Warden.....	Mitch Perry.....	2930007
Secretary.....	Kathy Ison.....	2930007
Deputy Warden.....	Andy Hubble.....	2936218
Admin. Assistant.....	Jennifer Farley.....	2930002
Admin. Manager.....	George Sevarns.....	2930005
Human Resources...	Donna Glasscock.....	2936291
Physical Plant.....	Craig Carruthers.....	2936307
Inspector.....	Donald Curley.....	2936222
Inspector.....	Bill Rushford.....	2936222
Records Spvr.....	Denise Taylor.....	2936213
Health Unit Mgr.....	Sandra Blakely, R.N.....	2936230
Control Center.....		2936209
	or	2936210

<b><u>RICHARD A . HANDLON CORR. FAC. (MTU)</u></b>		
1728 Bluewater Highway		
Ionia, MI 48846		
(616) 527-3100	Fax (616) 527-3161	
Warden.....	Dewayne Burton.....	5273211
Secretary.....	Tara Ripley.....	5273211
A/Deputy Warden.....	Scott Yokom.....	5273412
Admin Asst.....	Vacant.....	5273215
A/Admin. Manager.....	Stave Card.....	5273223
Human Resources...	Monique Dingeldey....@ ICF	77211
A/Physical Plant.....	Scott Young.....	5273261
Inspector.....	Dave Shaver.....	5273441
Inspector.....	Llyod Blackman.....	5273411
Records Spvr.....	Christina Bandt.....	5273231
Health Unit Mgr.....	Heidi Smith, R.N.....	5273315
Control Center.....		5273253

<b><u>SAGINAW CORR. FACILITY (SRF)</u></b>		
9625 Pierce Road		
Freeland, MI 48623		
(989) 695-9880	Fax (989) 695-6662	
Warden.....	Tom Winn.....	2731105

Secretary.....	Karen Flintoft.....	2731105
Deputy Warden.....	Patrick Warren.....	2731124
Deputy Warden.....	William Foy.....	2731319
Admin. Assistant.....	Carolle Walker.....	2731110
Admin. Manager.....	Sue Deal.....	2731130
Human Resources...	Michelle Foco.....	2731141
Physical Plant.....	Ed LaPlant.....	2731501
Inspector.....	Todd McLean.....	2731172
Inspector.....	Todd Massick.....	2731171
Records Spvr.....	Judy Forshee.....	2731160
Health Unit Mgr.....	Susan McCauley, R.N....	2731232
Control Center.....		2731123

<b><u>SPECIAL ALTERNATIVE INCARCERATION FAC. (SAI)</u></b>		
18901 Waterloo Road		
Chelsea, MI 48118		
(734) 475-1368		
Warden.....	Joseph Barrett...@ JCS.....	6801
Secretary.....	Kelly Grygiel.....@ JCS...	6801
Deputy Warden.....	Mary Jo Pass.....	321
Admin. Manager.....	Robert Sullivan...@ JCS...	6806
Human Resources...	Paulos Asfada...@ JCS...	5068
Physical Plant.....	Jeff Rice.....@ JCS.....	6818
Inspector.....	Philip Morris.....	326
Records Spvr.....	Charlie Feigel.....	325
Nursing Supervisor.....	Christine Ausmus, R.N. @ JCS....	6152
Control Center.....		335

<b><u>WOMEN'S HURON VALLEY CORR. FAC. (WHV)</u></b>		
3201 Bemis Road		
Ypsilanti, MI 48197		
(734) 572-9900	Fax (734) 572-9499	
Warden.....	Anthony Stewart.....	5729394
Secretary.....	Sandra Patterson.....	5729394
Deputy Warden.....	Sonal Patel.....	5729780
Deputy Warden.....	David Johnson.....	5721970
Deputy Warden.....	Karri Osterhout.....	4349625
Admin. Assistant....	Steve Halliwell.....	5729399
Admin. Assistant....	Erika Reeves.....	4344457
Admin. Manager.....	Toni Moore.....	5721590
Human Resources...	Tricia Mangus.....	5728797
Physical Plant.....	Richard Bullard.....	5729592
Inspector.....	Robin Howard.....	4343270
Inspector.....	Shanequa Owens.....	4341497
Inspector.....	Shaheedah Hardwick.....	5729785
Records Spvr.....	Jan Penn.....	4348184
Health Unit Mgr.....	Lana McCarthy, R.N.....	4348064
Control Center.....		5729892

**WOODLAND CENTER CORR. FAC. (WCC)**

9036 E. M-36  
Whitmore Lake, MI 48189  
(734) 449-3320 Fax (734) 449-3904

Warden.....	Jodi DeAngelo.....	4493901
Secretary.....	Tammy Dible.....	4493901
Deputy Warden.....	Lester Parish.....	4493919
Admin. Assistant.....	Jessica France.....	4493902
Admin. Manager.....	Todd Lavacs.....	4493953
Human Resources...	Eddie Cargor.....	4493913
A/Physical Plant.....	John Smith.....	4493946
Inspector.....	Johnathan Rhoades.....	4493893
Records Spvr.....	Penny Smith.....	4493898
Health Unit Mgr.....	Mark King, R.N.....	4493929
Control Center.....		4493924

**CARSON CITY CORR. FACILITY (DRF)**

10274 Boyer Road  
Carson City, MI 48811  
(989) 584-3941 Fax (989) 584-6535

A/Warden.....	Shane Jackson.....	2590104
Secretary.....	Amy Pullman.....	2590104
Deputy Warden.....	Dave Fenby.....	2590121
Deputy Warden.....	Michelle Hill-Floyd.....	2590125
Admin. Assistant.....	Jacque Koenigsknecht....	2590101
Admin. Manager.....	Andrew Johnson.....	2590105
Human Resources...	Rosalinda Kittle.....	2590131
Physical Plant.....	Stan Leonard.....	2591100
Inspector.....	Khris Nevins.....	2590300
Inspector.....	Barry Freed.....	2592135
Records Spvr.....	Laci Grembowski.....	2590117
Health Unit Mgr.....	Todd Lambart, R.N.....	2590200
Control Center.....		2590172

**CENTRAL MICHIGAN CORR. FAC. (STF)**

320 N. Hubbard  
St. Louis, MI 48880  
(989) 681-6668 Fax (989) 681-6678

Warden.....	Lori Gidley.....	6818008
Secretary.....	Amanda Fidler.....	6818008
A/Deputy Warden.....	Tesea Peiffer.....	6812146
Deputy Warden.....	Craig Smith.....	6818015
Admin. Assistant....	Jamie Badgerow.....	6818009
Admin. Manager.....	Andrea Laney.....	6818004
Human Resources...	Shelly McCormick.....	6817013
Physical Plant.....	Brad Shaw.....	6818035
A/Inspector.....	Michael Desco.....	6818013

Inspector.....	Brandon Hull.....	6818022
Records Spvr.....	Coleen Byrnes.....	6818011
Health Unit Mgr.....	Heather Bailey.....	6818128
Control Center.....		8138/8139

<b><u>CHARLES E. EGELER RECEPTION (RGC)</u></b>		
<b><u>AND GUIDANCE CENTER</u></b>		
3855 Cooper Street		
Jackson, MI 49201		
(517) 780-5600 Fax (517) 780-5814 DWH Fax (517) 780-5677		
Warden.....	Jeremy Bush.....	7805811
Secretary.....	Celeste Jankowski.....	7805811
Deputy Warden.....	Kevin Lindsey.....	7806680
Deputy Warden.....	Kim Cargor.....	7805888
A/Admin. Assistant....	RaSharana Pearl.....	7805812
Admin. Manager.....	Mike Baker.....	7805823
Human Resources..	Sandra Querbach.....	7806062
Physical Plant.....	Robert Weems.....	7805853
A/Inspector.....	Chandler Cheeks.....	7805891
Inspector.....	Paul Allen.....@ DWH	7805635
Records Spvr.....	Teri Taylor-Pedersen.....	7805836
Health Unit Mgr.....	Judy Crisenbery.....	7805058
Control Center.....	517-	780-5846

<b><u>DETROIT REENTRY CENTER (DRC)</u></b>		
17600 Ryan Road		
Detroit, MI 48212		
(313) 368-3200 Fax (313) 368-3224		
Warden.....	Kenneth Romanowski.....	2821143
Secretary.....	Gwendolyn Wright.....	2821143
Deputy Warden.....	Noah Nagy.....	2821182
Admin. Assistant.....	Steven Horton.....	2821184
Admin. Manager.....	Frank Konieczki.....	2821115
Human Resources..	Tweed Savage-Tapplar....	2821162
Physical Plant.....	Kevin Kotzian.....	2821913
Inspector.....	Vacant.....	2821348
Inspector.....	Michael Nelson.....	2821165
Records Spvr.....	Ava McBride.....	2821103
Health Unit Mgr.....	Sherri Sankey, R.N.....	2821801
Control Center.....		1135/1142

<b><u>EARNEST C. BROOKS CORR. FAC. (LRF)</u></b>		
2500 S. Sheridan Road		
Muskegon Heights, MI 49444		
(231) 773-9200 Fax (231) 777-2097		
Warden.....	Shirlee Harry.....	1001
Secretary.....	Dawn Millstead.....	1001

Deputy Warden.....	Jack Kowalski.....	1300
Deputy Warden.....	Bobbi Smith.....	1900
Admin. Assistant.....	James Dawson.....	1002
Admin. Manager.....	Dave Groenhof.....	1500
Human Resources...	Rebecca Wright...@ MTF.....	0316
Physical Plant.....	Ken McComb.....	2701
Inspector.....	Thomas Page.....	1004
Inspector.....	James Plichta.....	1006
Records Spvr.....	Patricia Benson.....	1100
Health Unit Mgr.....	Jill Britton, R.N.....	1816
Control Center.....	231-	777-2891

<b><u>G. ROBERT COTTON CORR FAC (JCF)</u></b>		
3500 N. Elm Road		
Jackson, MI 49201		
(517) 780-5000      Fax (517) 780-5100		
Warden.....	Shawn Brewer.....	5111
Secretary.....	Mary Crawford.....	5111
A/Deputy Warden.....	Jeremy Howard.....	5150
Deputy Warden.....	Douglas Smith.....	5163
Admin. Assistant.....	Kimberly Napier.....	5121
A/Admin. Manager.....	Carina Blair.....	5130
Human Resources...	Paulos Asfada.....	5068
Physical Plant.....	Ed Dell.....	5249
Inspector.....	Scott Bailey.....	5245
Inspector.....	Jeremy Howard.....	5154
Records Spvr.....	Valerie Lashley.....	5124
Health Unit Mgr.....	Marguerite Howard.....	5007
Control Center.....	517-	780-5250

<b><u>LAKELAND CORR FACILITY (LCF)</u></b>		
141 First Street		
Coldwater, MI 49036		
(517) 278-6942      Fax (517) 279-0327		
Warden.....	Bonita Hoffner.....	2786202
Secretary.....	Kim Russell.....	2786202
Deputy Warden.....	Bryan Morrison.....	2786308
A/Admin. Assistant.....	Russ Rurka.....	2786203
Admin. Manager.....	Patricia Popoff.....	2786710
Human Resources...	Tammy Brown.....	2786209
Physical Plant.....	David Karney.....	2786721
Inspector.....	Bryan Morrison.....	2786235
Inspector.....	Matt Huntley.....	2786267
Records Spvr.....	Melissa Signor.....	2786306
Health Unit Mgr.....	Kristin Maxson.....	2786327
Control Center.....	.....517	2792759

<b><u>MACOMB CORR. FACILITY (MRF)</u></b>
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34625 26 Mile Road  
 New Haven, MI 48048  
 (586) 749-4900 Fax (586) 749-4927

Warden.....	Randy Haas.....	2501101
Secretary.....	Magdalena "Maggie" Czekaj .....	2501101
Deputy Warden.....	Darrell Steward.....	2501130
A/Deputy Warden.....	Kristopher Steece.....	2501135
Admin. Assistant.....	Heather Dery.....	2501102
A/Admin. Manager.....	Mona Golson.....	2501150
Human Resources...	Elaine Davis.....	2501170
Physical Plant.....	Jim McDonald.....	2501144
Inspector.....	Vacant.....	2501120
Inspector.....	Robert LeDuc.....	2501120
Records Spvr.....	Vanessa Hinojosa.....	2501109
Health Unit Mgr.....	Heather Cooper, R.N.....	2501213
Control Center.....		2501121

**MARQUETTE BRANCH PRISON (MBP)**

1960 U.S. 41 South  
 Marquette, MI 49855  
 (906) 226-6531 Fax (906) 226-6556

Warden.....	Robert Napel.....	2261811
Secretary.....	Carri Guizzetti.....	2261811
Deputy Warden.....	James Alexander.....	2261809
Deputy Warden.....	Erica Huss.....	2261808
Admin. Assistant.....	Sarah K. Schroeder.....	2261821
Admin. Manager.....	Don Hurrell.....	2261819
Human Resources...	Dirk DenBeste.....	2261820
Physical Plant.....	Sean Sundholm.....	2261815
Inspector.....	Ken Niemisto.....	2261814
Inspector.....	Doug Tasson.....	2261812
Records Spvr.....	Rhonda Hartzell.....	2261806
A/Health Unit Mgr.....	Charles Scott, R.N.....	2261254
Control Center.....		2261223

**OAKS CORRECTIONAL FACILITY (ECF)**

1500 Caberfae Highway  
 Manistee, MI 49660-9200  
 (231) 723-8272 Fax (231) 723-4278

**ALL EXT. BEGIN WITH 1112512**

Warden.....	Thomas Mackie.....	101
Secretary.....	Diane Gram.....	101
Deputy Warden.....	Tim Ball.....	320
Deputy Warden.....	(Lavern) Rick Sharp Jr.....	120
Admin. Assistant.....	Eric Smith.....	102
Admin. Mngr.....	Michael Burgess.....	150
Human Resources...	Sheila Spencley.....	160
Physical Plant.....	Jeff Zenner.....	500
Inspector.....	Jeff Clouse.....	118

Inspector.....	John Spencley.....	119
Records Spvr.....	Jason Mucha.....	106
Health Unit Mgr.....	Rick Bookheimer, R.N.....	200
Control Center.....	231-723-8367	

<b><u>OJIBWAY CORR. FACILITY (OCF)</u></b>		
N. 5705 Ojibway Road		
Marenisco, MI 49947-9771		
(906) 787-2217 Fax (906) 787-2324		
<b>ALL EXT. BEGIN WITH 1112272</b>		
Warden.....	Kathleen Olson.....	103
Secretary.....	Tracy Hand.....	103
Deputy Warden.....	Michael Yon.....	111
Admin. Assistant.....	Micki Sorensen.....	105
A/Admin. Manager.....	Kristine LaCount.....	137
Human Resources.....	Kathy Sprague.....	113
Physical Plant.....	Bob Kleimola.....	121
Inspector.....	Scott Michelli.....	138
Inspector.....	Kris Taskila.....	134
Records Spvr.....	Shar Buck.....	112
Health Unit Mgr.....	Janet Wilbanks, R.N.....	191
Control Center.....	906-	787-2650

<b><u>PARNALL CORR. FACILITY (SMT)</u></b>		
1780 E. Parnall		
Jackson, MI 49201-7138		
(517) 780-6004 Fax (517) 780-6399		
Warden.....	Melinda Braman.....	780-6386
Secretary.....	Jessica Patterson.....	780-6386
Deputy Warden.....	Lee McRoberts.....	780-6300
Admin. Assistant.....	Shane Gray.....	780-6307
Admin. Manager.....	Marilyn Ruben.....	780-6318
Human Resources.....	Angela Geiger.....	780-6062
Physical Plant.....	Brad Zimmerman.....	780-6273
Inspector.....	Jacob VaFave.....	780-6305
Inspector.....	Violet Stone.....	780-6304
Records Spvr.....	Shawn Monday-Lige.....	780-6275
Health Unit Mgr.....	Connie Ives, R.N.....	780-6393
Control Center.....		780-6312

<b><u>ST LOUIS CORR. FACILITY (SLF)</u></b>		
8585 N. Croswell Road		
St. Louis, MI 48880		
(989) 681-6444 Fax (989) 681-2425		
A/Warden.....	Mark McCullick.....	6817141
Secretary.....	Christy Cotter.....	6817141
A/Deputy Warden.....	Robert Vashaw.....	6817101



Deputy Warden.....	Eric Balcarcel.....	6817308
Admin. Assistant....	Becky Carl.....	6817000
Admin. Manager....	David Downs.....	6817005
Human Resources..	Shelly McCormick.....	6817013
Physical Plant.....	Vic Fisher.....	6817017
Inspector.....	Bob Stone.....	6817035
Inspector.....	Robert Vashaw.....	6817008
Records Spvr.....	Ann Hull.....	6817001
Health Unit Mgr.....	Mary Zamora, R.N.....	6817226

<b><u>THUMB CORRECTIONAL FACILITY (TCF)</u></b>		
3225 John Conley Drive		
Lapeer, MI 48446		
(810) 667-2045                      Fax (810) 667-2048		
A/Warden.....	George Stephenson.....	2440201
Secretary.....	Kimberly Morea.....	2440201
Deputy Warden.....	Cedric Griffey.....	2440229
Deputy Warden.....	Scott Schooley.....	2440296
Admin. Assistant.....	Shon Hart.....	2440202
Admin. Manager.....	Steven Zubek.....	2440234
Human Resources..	Kathy Schlaud.....	2440246
Physical Plant.....	Marty Farnsworth.....	2440253
Inspector.....	Kevin Smith.....	2440331
Inspector.....	Adam Douglas.....	2440342
Records Spvr.....	Becky Geraghty.....	2440233
Health Unit Mgr.....	Janet Nixon, R.N.....	2440266
Control Center.....		6671951

<b><u>WEST SHORELINE CORR. FAC. (MTF)</u></b>		
2500 S. Sheridan Drive		
Muskegon Heights, MI 49444		
(231) 773-9200                      Fax (231) 777-2082		
Warden.....	Shirlee Harry.....	1001
Secretary.....	Dawn Millstead.....	1001
A/Deputy Warden.....	Brett Barbier.....	0300
Admin. Assistant....	James Dawson.....	1002
Admin. Manager....	Dave Groenhof.....	1500
Human Resources..	Rebecca Wright.....	0316
Physical Plant.....	Ken McComb.....	2701
A/Inspector.....	Daniel Miller.....	0332
Records Spvr.....	Patricia Benson @ LRF....	0310
Health Unit Mgr.....	Jill Britton, R.N.....	1816
Control Center.....		231-777-2891

## **Safeguarding Contract Language**

### **Exhibit 7**

#### *Exhibit 7 Safeguarding Contract Language*

## **CONTRACT LANGUAGE FOR GENERAL SERVICES**

### **I. PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (8) (Include any additional safeguards that may be appropriate.)

### **II. CRIMINAL/CIVIL SANCTIONS**

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee

## **Safeguarding Contract Language**

### **Exhibit 7**

that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and

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## **Safeguarding Contract Language**

### **Exhibit 7**

annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10 ) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **III. INSPECTION**

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.