



STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget

Central Procurement Services

320 S Walnut Street Lansing, MI 48933

P.O. Box 30026, Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **260000001334**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Keefe Commissary Network
	10880 Lin Page Place
	St. Louis Missouri 63132
	John Puricelli
	314-919-4100
	jpuricelli@keefegroup.com
	CV0051139

STATE	Program Manager	Multiple	MDOC
	Contract Administrator	Colleen West	DTMB
		517-730-8430	
		westc6@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Prisoner Store and Friends and Family Care Packages			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/1/2026	9/30/2031	3 - 1 Year	9/30/2031
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: The Contract is awarded based on the State's inquiry bearing RFP 260000001738. Orders for delivery will be issued directly by the Department through a Delivery Order (DO) or through online purchases by prisoners and friends and family.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$240,000,000.00	

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

AGENCY	NAME	PHONE	EMAIL
MDOC	Eames E. Groenleer	517-780-6076	GroenleerE@michigan.gov
MDOC	George B. Sevarns	906-322-8499	SevarnsG@michigan.gov

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name and Title

DTMB Central Procurement Services

Agency

Date

HYBRID CONTRACT TERMS

This HYBRID CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Keefe Commissary Network, LLC (“**Contractor**”), a Missouri limited liability company. This Contract is effective on October 1, 2026 (“**Effective Date**”), and unless terminated, will expire on September 30, 2031 (the “**Term**”).

This Contract may be renewed for up to 3 additional 1-year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- Duties of Contractor.** Contractor must perform the services and provide the deliverables (the “**Contract Activities**”) described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. 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 unless otherwise specified in a Statement of Work.

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) 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; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) 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.

- 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:

See Contract Administrator information shown below.	John Puricelli 10880 Lin Page Place St. Louis, MO 63132 jpuricelli@keefegroup.com 314-919-4100
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3. Contract Administrator

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

State:	Contractor:
Colleen West 320 S. Washington St, 2N Lansing, MI 48933 Westc6@michigan.gov 517-730-8430	John Puricelli 10880 Lin Page Place St. Louis, MO 63132 jpuricelli@keefegroup.com 314-919-4100

- b. **Contract Manager.** The Contract Manager for each party is the point of contact for each party on all contract related issues. The Contract Manager will work with the Contract Administrator if there are reasons to modify any terms of this Contract.:

State:	Contractor:
Edward Freeman 206 E. Michigan Ave Lansing, MI 48933 Freemane1@michigan.gov 517-290-9144	Scott Conrath 21848 Commerce Parkway Strongsville, OH 44149 sconrath@keefegroup.com 800-541-1700

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

State:	Contractor:
Eames Groenleer 4000 Cooper ST Jackson, MI 49201 groenleere@michigan.gov 517-780-6076 George Sevarns 5086 W M 80 Kincheloe, MI 49788 sevarnsg@michigan.gov 906-322-8499	Joe McGinnis 21848 Commerce Parkway Strongsville, OH 44149 Joe.McGinnis@keefegroup.com 800-541-1700

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 a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** See Schedule C – Insurance Requirements.
7. **Reserved.**
8. **Reserved.**
9. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. 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. Neither party has authority to contract for nor bind the other party in any manner whatsoever.
10. **Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in any such intellectual property created by Contractor specifically for the State under the applicable Statement of Work (excluding Contractor’s Software that is licensed to the State in Section 11 below and any Pre-Existing IP, as defined below) and all associated intellectual property rights, if any. Such intellectual property is work made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any such intellectual property and intellectual property rights do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to such intellectual property, including all intellectual property rights therein, in each case excluding, and subject to Contractor’s reservation of, any Pre-Existing IP. For avoidance of doubt, Contractor retains all ownership in pre-existing Contractor Software, for which the Contractor provides the State a license in Section 11, below.
 - a. **Pre-Existing IP; Reservation and License.** "Pre-Existing IP" means all intellectual property, including all source code, object code, software, tools, templates, methodologies, know-how, and other proprietary materials, that is owned or licensed by Contractor, its affiliates (including Advanced Technologies Group, LLC (“ATG”)), or its licensors and exists independently of, or is developed or acquired outside of, a Statement of Work, together with any modifications, enhancements, or derivatives thereof and any third-party materials or components incorporated therein. Notwithstanding anything in this Section to the contrary, no Pre-Existing IP is assigned, transferred, or conveyed to the State, and all right, title, and interest in and to Pre-Existing IP remains with Contractor or its licensors. To the extent any Pre-Existing IP is incorporated into, or is necessary to use, any intellectual property owned by the State under this Section, Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty-free, fully paid-up, worldwide, non-transferable license to access, use, execute, reproduce, and display such Pre-Existing IP solely as incorporated in, and as

necessary to use, that intellectual property for the State's internal governmental purposes. This license is coextensive with, and no greater in scope or duration than, the rights Contractor holds in such Pre-Existing IP, and with respect to Pre-Existing IP owned by a third party, terminates no later than the expiration of Contractor's rights therein.

11. Contract Activities including Software. If Contractor is providing Contract Activities that require the use of Contractor Software, the following terms apply:

- a. **License Grant by Contractor:** Contractor hereby grants to the State and intended users a nonexclusive, royalty-free, right to use Contractor Software during the Term and such additional periods, if any, as Contractor is required to provide Contract Activities under this Contract or any Statement of Work, to: (a) access and use the Software, including in operation with other software, hardware, systems, networks and services, for the State's governmental purposes, including for processing State Data; (b) generate, print, copy, upload, download, store and otherwise process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Software; (c) prepare, reproduce, print, download and use a reasonable number of copies of the Documentation for any use of the Software under this Contract; and (d) the State to access and use the Software for all such non-production uses and applications as may be necessary or useful for the effective use of the Contract Activities hereunder, including for purposes of analysis, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's use of the Software, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Software as described below. Contractor Software includes software proprietary to ATG, including the Inmate Enablement System and the Commissary Administration System, which Contractor is authorized to sublicense to the State hereunder. Contractor grants the foregoing license directly and, with respect to ATG-owned Software, as sublicensor pursuant to Contractor's license from ATG. The State's license to any ATG-owned Software is coextensive with, and no greater or longer in duration than, the rights granted to Contractor by ATG, and the State acquires no ownership interest in any ATG or Contractor proprietary Software.
- b. **License Restrictions on the State.** The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Software available to any third party, except as expressly permitted by this Contract or in any Statement of Work; (b) use or authorize the use of the Software or Documentation in any manner or for any purpose that is unlawful under applicable law; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; or (d) modify, adapt, alter, translate, or create derivative works of the Software or Documentation. For the avoidance of doubt, the State acquires no right, title, or interest in or to the source code of the Software or any other intellectual property of Contractor, and Contractor reserves all rights not expressly granted under this Contract.
- c. **Use by the State.** The State will pay Contractor the corresponding Fees set forth in a Statement of Work or Pricing Schedule for all access and use of the Software as intended

for the purposes of this Contract. Such Fees will be Contractor's sole and exclusive remedy for use of the Software, including any excess use.

- d. **Certification by the State to the Contractor, if applicable.** To the extent that a License granted to the State is not unlimited, Contractor may request written certification from the State regarding use of the Software for the sole purpose of verifying compliance with the Contract. Such written certification may occur no more than once in any twenty four (24) month period during the Term of the Contract. The State will to respond to any such request within 45 calendar days of receipt. If the State's use is greater than contracted, Contractor may invoice the State for any unlicensed use (and related support) pursuant to the terms of this Contract at the rates set forth in Schedule B, and the unpaid license and support fees shall be payable in accordance with the terms of the Contract. Payment under this provision shall be Contractor's sole and exclusive remedy to cure these issues.

e. **Definitions.**

- (1) **"Documentation"** means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software or Contract Activities.
- (2) **"Hosted Services"** means the hosting, management and operation of the: Operating Environment, Software, other services (including support and subcontracted services), and related resources for access and use by the State as intended for the purposes of this Contract and its Authorized Users, including any services and facilities related to disaster recovery obligations.
- (3) **"Operating Environment"** means, collectively, the platform, environment and conditions on, in or under which the Software is intended to be installed and operate, as set forth in a Statement of Work, including such structural, functional and other features, conditions and components as hardware, operating software, system architecture, configuration, computing hardware, ancillary equipment, networking, software, firmware, databases, data, and electronic systems (including database management systems).
- (4) **"Software"** means Contractor's software as set forth in a Statement of Work and provided to the State pursuant to this Contract, including, but not limited to, any third-party software or components, updates or new versions, online portals or other web-based systems, and the Operating Environment (if Contractor hosted).
- (5) **"Solution"** means Contract Activities including Software and Services singularly or in any combination thereof, as applicable, set forth in a Statement of Work.

12. Accessibility Requirements

- a. All Contract Activities created or provided by Contractor under this Contract in a digital format (hereinafter "Digital Deliverables"), must at all times conform to the State's accessibility standards provided in the SOM Digital Standards, located at <https://www.michigan.gov/standards> (the "Digital Accessibility Standards"). Throughout the Term of the Contract, at no additional costs to the State, Contractor must:

- (1) comply with plans and timelines approved in writing by the State to remediate issues and achieve conformance with the Digital Accessibility Standards in the event of any deficiencies;
 - (2) promptly respond to and resolve, in a manner acceptable to the State, any complaint the State receives regarding the accessibility of any Digital Deliverables;
 - (3) ensure that no changes to any Digital Deliverables will have any adverse effect on conformance to the Digital Accessibility Standards; and
 - (4) upon the State's written request, provide the Digital Deliverables in one or more alternative formats and within timeframes specified by the State.
- b. **State of Michigan Digital Standards Review.** Prior to Digital Deliverables being accepted, put into production, or as otherwise required by the State, the State may conduct a review to assess their accessibility and compliance with the State's Digital Accessibility Standards. Contractor must assist the State with each such review, including submitting documentation or other information regarding accessibility and compliance with the State's Digital Accessibility Standards, including without limitation, a completed product accessibility template, including any Information Technology Industry Council Voluntary Product Accessibility Template or VPAT® and/or a description of the evaluation methods used to support the Digital Accessibility Standards conformance claims, including, if applicable, any third-party testing. Contractor must, at its sole cost and expense, remediate all issues resulting from any such review in a manner and timeframe approved in writing by the State, which may include providing a remediation status report.
 - c. Contractor must, 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 incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State arising out of its failure to comply with the foregoing accessibility standards.
 - d. Failure to comply with the requirements in this Section constitutes a material breach of this Contract.
- 13. Service Level Agreement for Contract Activities including Software.** To the extent that Contract Activities includes the provision of services through the use of Software, as set forth the Schedule A, Statement of Work, Contractor must comply with the Service Level Agreement set forth in Schedule D of this Contract.
- 14. Subcontracting.** Contractor must obtain prior written approval of the State, which consent may be given or withheld in the State's sole discretion, not later than 90 days before engaging any Permitted Subcontractor to provide Contract Activities to the State under this Contract. Engagement of any subcontractor or Permitted Subcontractor by Contractor does not relieve Contractor of its representations, warranties or obligations under this Contract.
- a. Without limiting the foregoing, Contractor will:
 - (1) be responsible and liable for the acts and omissions of each such subcontractor (including such Permitted Subcontractor and Permitted Subcontractor's employees

who, will be deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor or its employees;

- (2) be responsible for all fees and expenses payable to, by or on behalf of each subcontractor and Permitted Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits; and
- (3) notify the State of the location of the Permitted Subcontractor and indicate if it is located within the United States.

b. Contractor, including any subcontractor (Permitted or otherwise), are expressly prohibited from Accessing or Processing State Data outside of the United States.

c. **Definitions:**

- (1) **“Access”** means (1) the ability and means to enter a restricted or locked area, room, or physical container containing State Data; or (2) the ability and means to communicate with or otherwise interact with a system, to use system resources to handle information, to gain the information or knowledge of the information the system contains, or to control system components and functions (including physical or technical controls, or having the ability to modify or bypass any or all security controls).
- (2) **“Contractor Personnel”** means all employees of Contractor, or any subcontractors or Permitted Subcontractors involved in the performance of Contract Activities hereunder.
- (3) **“Permitted Subcontractor”** means any third party hired by Contractor to perform Contract Activities for the State under this Contract or that will have Access to or have the ability to control access to State Data or both.
- (4) **“Process”** means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. **“Processing”** and **“Processed”** have correlative meanings.

15. Staffing. The State’s Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.

16. Background Checks. Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Permitted Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Permitted Subcontractors with the result of such background check. For more

information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, 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.

- 17. 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.
- 18. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, 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.

- 19. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.
- 20. 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 a Statement of Work. 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 27, Termination for Cause.

Within thirty (30) 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.

- 21. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in a Statement of Work. All containers and packaging become the State's exclusive property upon acceptance.
- 22. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
- 23. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in a Statement of Work. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
- 24. Invoices and 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 provided as specified in a Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from federal excise tax, state, and local sales taxes, and use taxes if the Contract Activities purchased under this Contract are for the State's exclusive use. Contractor will not include the collection of taxes for which the State is exempt in any invoices or payments related to this Contract. The State is not responsible for taxes imposed or assessed on Contractor.

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/SIGMAVSS> 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.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

- 25. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 27 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.
- 26. 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 delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 27. Termination for Cause.** (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) fails to cure a breach within the time stated by the State in a notice of breach, if in its sole discretion the State has chosen to provide a time to cure. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately or (ii) 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 28, Termination for Convenience.

Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract. 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. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. 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.

28. Termination for Convenience. The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no 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 29, Transition Responsibilities. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract. 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 to the extent the funds are available.

29. 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 facilitate the orderly transfer of such Contract Activities (which excludes Pre-Existing IP as set forth in Sections 10 and 11 above) to the State or its designees, where applicable and in the State's sole discretion. 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) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts; (d) returning all state property as set forth in Section 30, below; and (e) surrendering or destroying all State Confidential Information as set forth in Section 37.e, below (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

30. Return of State Property Not Including Confidential Information. Upon termination or expiration of this Contract for any reason, Contractor must take 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 the Contractor by any entity, agent, vendor, or employee of the State.

- 31. 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 any negligent acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or anyone else for whose acts any of them may be liable) occurring during the Contract term in the course of Contractor's performance of its Contract Activities.

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, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior 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.

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.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

- 32. 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.

- 33. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE LESSER OF: (A) ONE MILLION DOLLARS; OR (B) THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

- 34. 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 (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

35. Reserved.

36. State Data.

- a. **Ownership.** The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) transaction records directly related to inmate purchases that are collected, used, processed, stored, or generated as the result of the Contract Activities; (b) all data made available to Contractor for or during the provision of the Contract Activities, including but not limited to all text, sound, video, image files, or software; and (c) 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) protected 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.
- 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; (c) keep, maintain, Access or Process State Data in the continental United States and (d) not use, sell, rent, transfer, distribute, commercially exploit, 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. Contractor's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.
- c. **Extraction of State Data.** Contractor must, within 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 a Statement of Work, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in a Statement of Work, Contractor must maintain a contemporaneous backup of State Data that can be recovered within 2 hours at any point in time.
- e. **Loss or Compromise of Data.** In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor 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 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) with approval and assistance from the State, 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 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) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) 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 incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) 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, not be tangentially used for any solicitation purposes, 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. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery.

Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this **Section 36** are to be considered direct damages and not consequential damages.

- f. Contractor must comply with the requirements of the Data Security Schedule, found in Schedule E.
- g. **Third Party Requests.** Contractor will immediately notify the State upon receipt of any third-party requests which in any way might reasonably require access to State Data. Contractor will notify the State Program Managers or their designees by the fastest means available and also in writing. Contractor must provide such notification within twenty-four (24) hours from Contractor's receipt of the request. Contractor will not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State. Upon request by the State, Contractor must provide to the State, its proposed response to the third-party request with adequate time for the State to review, and, as it deems necessary, to revise the response, object, or take other action.

37. 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.

- 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; or, (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 or is: (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.

38. 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. Upon confirmation from the State, of receipt of all data, Contractor must permanently sanitize or destroy the State's Confidential Information, including State Data, from all media including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. If the State determines that the return of any Confidential Information is not feasible or necessary, Contractor must destroy the Confidential Information as specified above. The Contractor must certify the destruction of Confidential Information (including State Data) in writing within 5 Business Days from the date of confirmation from the State. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

39. 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.

40. Records Maintenance, Inspection, Examination, and Audit. Pursuant to MCL 18.1470, 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 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 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.

41. Representations and Warranties. 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; (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; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606; (j) that all Contract Activities, including Software, as provided by Contractor do not and will not at any time during the Term contain any Harmful Code or any third party or open source components unless approved in advance by the State; and (k) that Contractor will not, and will not permit, any advertising through any Hosted Services. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 27, Termination for Cause.

a. Definitions.

- (1) "Harmful Code" means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, encrypt, modify, copy, or otherwise harm or impede in any manner, any (i) computer, software, firmware, data, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data processed thereby; or (b) prevent the State from accessing or using the Contract Activities as intended by this Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

42. 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.

43. Compliance with Laws. Contractor must comply with all federal, state and local laws, rules and regulations.

44. Prevailing Wage Act Statutory Provision. Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract. As required by MCL 408.1112, if the

Michigan Prevailing Wage Act, MCL 408.1101 et seq. applies to this Contract, construction mechanics (as defined in MCL 408.1101 (b)) are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements of the Contract. Any construction mechanic aggrieved by the failure of a Contractor or subcontractor to pay prevailing wages or benefits as specified in this Contract, or by a violation of MCL 408.1107, in addition to any other remedies provided in Public Act 10 of 2023 or by law, may bring an action in a court of competent jurisdiction against the Contractor or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal. If the Michigan Prevailing Wage Act, MCL 408.1101 et seq. applies to this Contract, the rates of wages and fringe benefits to be paid to each class of construction mechanic (as defined in MCL 408.1101 (b)) by Contractor and subcontractors must not be less than the wage and fringe benefit rates prevailing in the locality in which the work is performed.

45. Reserved.

46. Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, 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, sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this Section is a material breach of this Contract.

47. Unfair Labor Practice. Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.

48. Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.

49. Non-Exclusivity. Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

50. 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.

51. 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.

52. 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 the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

53. Schedules. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Insurance Requirements
Schedule D	Service Level Agreements for Hybrid Purchases
Schedule E	Data Security Requirements
Schedule F	Standardized Store List
Schedule G	MDOC Facility Listing
Schedule H	Prisoner Store Service Level Agreements (SLAs)

54. Entire Agreement and Order of Precedence. This Contract, which includes Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Statement of Work; (b) second, Schedule E – Data Security Requirements for Hybrid Purchases, if applicable; (c) third, Schedule A, the applicable Statement of Work; and (d) fourth, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON

CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS. CONTRACTOR MAY NOT INHIBIT USE BY THE STATE'S INTENDED USERS IN A MANNER THAT PREVENTS PERFORMANCE OF THE CONTRACT ACTIVITIES.

- 55. 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.
- 56. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 57. Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 58. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

SCHEDULE A – STATEMENT OF WORK

Prisoner Store and Friends and Family Care Packages

BACKGROUND

The Michigan Department of Corrections (MDOC) is required to supply approximately 33,000 prisoners in 26 correctional facilities located throughout the State of Michigan with commissary goods including mandatory items such as healthcare, hygiene, stationery, food, metered envelopes, and miscellaneous items.

- Incarcerated (MDOC) individuals may purchase approved items for their personal use, from the standardized prisoner store list of authorized items (Schedule F - Standardized Store List).
 - The Contractor must provide a minimum of 400 prisoner store items for MDOC approval – MDOC reserves the right to change the number of items available for purchase.
- Contractor is responsible for deliveries to each MDOC facility and MDOC staff are responsible for delivering the store goods and friends and family care packages to the prisoners within housing units at each MDOC location.

SCOPE

The Contractor must provide “Prisoner Store” services (accepting orders, packaging, and delivery), including store items and care packages to prisoners housed in all Michigan Department of Corrections (MDOC) facilities throughout the State. Purchases will be made by MDOC Prisoners, Prisoner Friends and Family members, and MDOC facilities (for holiday giftbags, fundraisers, prisoner televisions, and items for indigent prisoners). MDOC Prisoners can order at any point in time and receive store orders processed on a bi-weekly basis. Store delivery schedule for facilities may be more frequent.

- Prisoners housed within MDOC facilities utilize a vendor ordering system via kiosks or prisoner tablet to place orders from the prisoner store and to place quarterly Friends and Family package orders.
- Friends and Family care package orders, are placed via internet, mail, telephone, or by Prisoners via kiosk or prisoner tablet.
- Individual MDOC facilities will be authorized to purchase gift bags and fundraiser items with pre-approved items for their prisoner populations using their Prisoner Benefit Funds (PBF). Gift bags and fundraisers may vary from facility to facility.
- Individual MDOC facilities will be authorized to purchase prisoner televisions and other personal items for indigent prisoners as necessary.

Items for purchase by prisoners, and their friends and family include but are not limited to over-the-counter medications, food, and personal hygiene items.

The State reserves the right to add similar items and needs for both facility and prisoner purchases during the contract period.

1. Requirements

1.1. General Requirements

The Contractor must carry out this project under the direction and control of the MDOC Program Manager(s) and other assigned staff.

1.1.1. The Contractor is responsible for providing the following:

- 1.1.1.1. All hardware, switches, fiber, software, and network connections (via third-party Internet Service Provider) to and within the facilities, including interface costs to establish a connection, and provide access to MDOC facilities and end users.

1.2. All IT network, interface or other proposed software must be pre-approved by the State prior to installation and use. After approval the Contractor will be responsible for establishing a secure network connection that will link to the demarcation point at each facility and must also provide the infrastructure from the demarcation at each facility to all kiosks within it. All installation and changes to infrastructure must follow MDOC installation specifications and must include a plan to provide ongoing maintenance and repairs.

1.2.1. The Contractor must assume all costs associated with the network and IT infrastructure solution (including any ongoing maintenance and repairs), as well as, repair of kiosks or infrastructure damaged by Prisoners at no additional cost to MDOC.

1.2.2. Any equipment, including installation cost needed to provide kiosks or access to the system for reporting purposes, must be provided by the Contractor at no cost to the State (MDOC).

1.2.3. Including non-existing 110v power connections, the Contractor will be responsible for any required permits for installation when necessary.

1.3. Prisoner Store (Commissary) Items and Availability

Incarcerated (MDOC) individuals may purchase approved items for their personal use, from the standardized prisoner store list Schedule F which must adhere to MDOC policies including, but not limited to 04.02.130 Prisoner Store.

1.3.1. Allowable Commissary items

- 1.3.1.1. MDOC is responsible for identifying and approving all items for purchase in the prisoner store (Commissary). The Contractor must ensure all store items are approved, by MDOC prior to instore purchase.

- 1.3.1.2. Only mandatory health care products/ items which have been approved by the MDOC Chief Medical Officer are included in Schedule F - Standardized Store List.

1.3.2. The Contractor is responsible for maintaining the following:

- 1.3.2.1. Continuous availability of all prisoner store items, including low sale items, no substitution items may be provided or backorders may be delivered unless written approval is received by MDOC.
 - 1.3.2.1.1. For items no longer manufactured/discontinued the Contractor must notify MDOC to receive approval to remove the discontinued product from store list.
 - 1.3.2.1.2. The Contractor must notify MDOC 14-days prior to item discontinuation when applicable.
 - 1.3.2.1.3. The Contractor must also provide any and all Discontinued Item Letters from the vendor to the MDOC Program Manager. Only letters that are less than 90 days old will be accepted.
- 1.3.2.2. Impose quantity limits on specific items due to sanctions imposed on prisoners, or custody levels as required by MDOC.
- 1.3.2.3. Feminine Hygiene products are only available to female prisoners.

1.3.3. Miscellaneous – Envelope Specifications

- 1.3.3.1. MDOC policy requires that regular and legal-size envelopes must be available for purchase.
- 1.3.3.2. One and two-ounce postage must be available for purchase by prisoners at kiosks.
- 1.3.3.3. Prior to delivery, each envelope must include:
 - 1.3.3.3.1. Prisoner's name:
 - 1.3.3.3.2. Prisoner's ID number:
 - 1.3.3.3.3. State of Michigan Correctional Facility:
 - 1.3.3.3.4. Facility Address:

1.4. Prisoner Store Items

The Contractor must ensure the following criteria is met for every order placed:

- 1.4.1. Prisoners may purchase up to \$125.00 worth of store items, plus applicable sales tax, once in each two-week period. Prisoners may place a total of 26 orders per year.
 - 1.4.1.1. Spending limits are determined by MDOC and are subject to change. Should Spending limits change, authorized MDOC staff will provide ample notice to Contractor prior to altering amounts in the Contractor's software. The Contractor will work with the State to make necessary adjustments.

1.4.2. The Contractor must provide a list of at least 400 store items like those provided in Schedule F – Standardized Store List. Preference will be given to items that are available in transparent/clear containers and, if packaged, in soft packaging even if it is not the favored brand; however, this does not require selling generic-brand items in lieu of name-brand items. Store items must include the following alternative options:

- 1.4.2.1. Kosher
- 1.4.2.2. Passover/Seder
- 1.4.2.3. Halal
- 1.4.2.4. Healthy Choice
- 1.4.2.5. Gluten-Free
- 1.4.2.6. Soy
- 1.4.2.7. Diabetic items

1.4.3. The Contractor must provide the following information for all items offered through the prisoner store:

- 1.4.3.1. Grade and Quality, including ingredients, nutrition information, and product specifications
 - 1.4.3.1.1. All products offered must be non-alcoholic
- 1.4.3.2. Alternative options must be clearly labeled and categorized to avoid confusion during ordering.
- 1.4.3.3. Identify any products which contain mercury; alternate mercury-free products must also be made available.

1.4.4. The Contractor must ensure that all items meet the following:

- 1.4.4.1. Comply with fire safety requirements.
- 1.4.4.2. Are non-caustic and do not require refrigeration.
- 1.4.4.3. Must be non-oil based, may not contain gum, or come in capsule form.

1.4.5. The Contractor may choose to update items offered every 6-months

- 1.4.5.1. MDOC typically uses the months of January and July for reviewing/implementing product changes. Price changes on existing products will not occur during this product change process.
- 1.4.5.2. MDOC must approve any changes to items prior to implementation.
- 1.4.5.3. All products provided for purchase by the contractor must comply with the FDA Pure Food Laws and Regulations and State of Michigan Law.

1.5. Friends and Family Packages

In addition to the 26 bi-weekly store orders, the Contractor must ensure the following requirements are met:

- 1.5.1.** All items available through this program are the same items as Prisoner Store Items. The Friends and Family program must be made available to prisoners by kiosk or paper order form, as well as friends and family of incarcerated individuals via:

- 1.5.1.1. Online order
- 1.5.1.2. Telephone
- 1.5.1.3. Mail

- 1.6.** A maximum order amount will be determined by MDOC and may be subject to change. The current maximum order amount is \$125.00. A maximum of one order per quarter (based on MDOC fiscal year October-September) can be placed by the prisoner or friend/family of the prisoner. Orders are accepted on first placed in the system basis.

- 1.6.1.** A charge of no greater than \$3.00, plus applicable sales tax, will be assessed for shipping/processing an online order placed by friends/family of prisoners, or any individual order placed by the prisoners at a facility.

- 1.6.2.** A charge no greater than \$4.00, plus applicable sales tax, will be assessed for shipping/processing an order placed by friends/family by telephone or mail.

1.7. Gift Bags and/or Fundraisers

In addition to the store orders and Friends and Family packages, the Contractor must ensure the following service is provided:

- 1.7.1.** Gift bags and fundraisers must be made available to MDOC Facilities by Delivery Order submitted by a Regional Business Office. These orders are paid for by the Facility's Prisoner Benefit Fund (PBF).
- 1.7.2.** Items for gift bags or fundraisers may include store approved items or other items approved by MDOC Program Manager.
- 1.7.3.** Items should be predetermined by the Contractor and MDOC before order and grouped in price ranges to be approved by the MDOC.
- 1.7.4.** Items must **not** contain any of the following:
 - 1.7.4.1. Glass or metal containers or parts;
 - 1.7.4.2. Oils;
 - 1.7.4.3. Items containing gum;
 - 1.7.4.4. Items in capsule form;
 - 1.7.4.5. Items in squeeze bottles; and
 - 1.7.4.6. Items with double-wall construction (e.g. insulated mugs) or double-wall packaging unless packaging is clear.

1.8. Hygiene Kits

Contractor must provide hygiene kits available for purchase by MDOC Facilities by Delivery Order (DO) submitted by a Regional Business Office or facility directly. Kits must include items available through the prisoner store and approved by MDOC. Hygiene kits will not be available

for prisoner purchase. Hygiene kit items must also be available for purchase individually by case quantities when necessary.

1.9. Vending Credits & Photo Tickets

Contractor is responsible for providing a solution or mechanism in which MDOC Prisoners are able to purchase (order) MDOC items or services through the Prisoner Store system.

- 1.9.1.** Prisoners should be able to select an amount of credits/ticket they want to purchase as determined by MDOC for use after processing through the Contractor's system and the MDOC Trust accounts.
- 1.9.2.** Vending "credit" amounts elected by Prisoners should never be invoiced by the Contractor, instead the Contractor must create a report that can be accessed by facilities to determine how much money was earmarked for vending credits by prisoner. Credits are tracked by the Contractor's system until the facility is able to get reports and manually transfer the funds to the Prisoner's vending card (not part of this Contract).
- 1.9.3.** Contractor must not charge commission rates on vending credits.
- 1.9.4.** Items purchased must be separately itemized on all receipts.

1.10. Prisoner Televisions

Contractor is responsible for providing a solution or mechanism in which MDOC Facilities **only** are able to purchase prisoner televisions for indigent prisoners or incentive programs.

- 1.10.1.** The prisoner televisions program must be made available to MDOC Facilities by Delivery Order (DO) submitted by a Regional Business Office or facility directly.
- 1.10.2.** Contractors must only offer prisoner televisions approved by the MDOC Program Manager.
- 1.10.3.** The State may request additional televisions that are not included in the Schedule B – Pricing. At that time, a quote will be requested.

1.11. Order Cancellations, Modifications, & Returns

The Contractor must have mechanisms in place to process refunds, returns, cancellations, and/or replace incorrect store orders, and items received.

- 1.11.1.** The following will apply when an order modification/cancellation or refund occurs:
 - 1.11.1.1.** A transaction fee will not be applied for cancellations of orders, or a change in items ordered or quantities ordered when a new order number is not generated.
 - 1.11.1.2.** If an order is cancelled the full purchase price must be credited back to the payee's store account within 1 business day.
 - 1.11.1.3.** The Contractor must not charge the MDOC, Prisoners, or Friends & Family a restocking fee for cancelling orders.

1.12. Must accept all returns sent from MDOC with no fees assessed.

- 1.12.1.** The Contractor must provide refunds through the following processes:

- 1.12.1.1. The full purchase price from non-prisoner placed orders must be refunded to the individual who placed the order.
- 1.12.1.2. Refund money from prisoner placed orders will be issued to MDOC. If a real time solution is realized during the Contract term, refund money will be issued to the Prisoner's account directly.
- 1.12.1.3. All refund transactions must be completed within 2 business days after notification from MDOC.
- 1.12.1.4. Refunded orders must not count against prisoners maximum for the quarter.

1.13. Recalls

The Contractor must have a product recall program that provides for immediate notification to all MDOC facilities where the product has been received.

1.13.1. The notification must not exceed 24-hours after the Contractor learns of the recall.

1.13.2. The Contractor must provide the MDOC with Vendor Recall Letters.

1.13.3. The Contractor must pick-up all products subject to recall and must provide one of the following at no cost to the State, or prisoner(s):

- 1.13.3.1. MDOC approved replacement item, or
- 1.13.3.2. Refund the prisoner(s) who order is affected by the recall.

1.14. Packaging

When packing items for delivery the Contractor must ensure that the following specifications are met, failure to meet packaging specifications will lead to refusal of delivery. The Contractor will be responsible for any and all costs associated with refusals or delivery and re-shipping costs that may occur.

1.14.1. Prisoner Store Item Packaging

The Contractor must ensure all store items are:

- 1.14.1.1. Packed using a blind packing processes– The employee must not know the name or any personally identifiable information regarding who the order is being packed/filled for.
- 1.14.1.2. Limited to single wall packing and if available soft/transparent packaging.
- 1.14.1.3. Items are not packaged in squeeze bottles unless otherwise approved by MDOC.
- 1.14.1.4. No glass, metal containers or containers with metal parts are used.
- 1.14.1.5. All items must be properly labeled for individual sale, display Universal Product Code (UPC), expiration date or sell by date, and legible code dates of manufacturer.
 - 1.14.1.5.1. Consumable food products past their expiration date are strictly prohibited and will be refused.

- 1.14.1.5.2. All items must be delivered prior to 14-days of the “sell by date” identified on the item packaging.

1.14.2. Prisoner Store Order Packaging

The Contractor must ensure the following:

- 1.14.2.1. All packaging and packing material are new and clean.
- 1.14.2.2. No metal wire ties, metal clips, paper-coated wire ties, or staples are used for sealing plastic film bags.
- 1.14.2.3. Film bags (2 mm minimum) must contain small air holes to reduce future inappropriate use of bags by prisoners.
- 1.14.2.4. Bag width must not exceed width of sealing device in order to prevent bunching or cross sealing of bags.
- 1.14.2.5. Hygiene items must be separately bagged and sealed. Sealed bag must then be placed within the order bag, as directed by MDOC.
- 1.14.2.6. Within the two sealed areas of the bag there must be a 2-part “carbonless” paper/printed receipt. Itemized receipt of each item(s) contained in the order and status
 - 1.14.2.6.1. Items purchased as Vending Credit & Photo Tickets (section 1.8 above) must be itemized separately from vendor provided items.
 - 1.14.2.6.2. Items identified as “not filled” must include the reason i.e. insufficient funds, out-of-stock, item(s) not allowed, etc.
 - 1.14.2.6.3. Total weight of order must be included on the receipt.
 - 1.14.2.6.4. The total sales amount with applicable sales tax paid must be itemized and clearly displayed.
 - 1.14.2.6.5. A signature line must be clearly visible.
 - 1.14.2.6.6. The signature line will be completed by the recipient (prisoner) to acknowledge receipt of order.
- 1.14.2.7. The Contractor must ensure that each bag is clearly labeled in a large printed font. Labels must include the following information:
 - 1.14.2.7.1. Prisoner’s Full Name
 - 1.14.2.7.2. Identification (ID) Number
 - 1.14.2.7.3. Facility Address, and Housing Unit Location
 - 1.14.2.7.4. Quantity of bags to be delivered (i.e. Bag 1 of 1, Bag 1 of 2, Bag 1 of 3, etc.)
- 1.14.2.8. The weight of the store bags must not exceed 25 lbs. If the weight exceeds 25 lbs. the order must be divided into multiple bags.
- 1.14.2.9. **Prisoner Store Order Packaging – Bag Sealing**

MDOC security is of the utmost importance and is the reason for the following requirements for store bags deliveries. MDOC would consider alternative requirements if a better or more secure method is proposed.

1.14.2.9.1. Store bags must be heat sealed in two locations:

- 1.14.2.9.1.1. First Seal: at the bottom, this seal must be low enough to keep the store item(s) intact thus only allowing the prisoner to break the seal.
- 1.14.2.9.1.2. Second Seal: must be located at the top of the bag and provide enough room that the order receipt is secured in between the two seals. Also, the second seal should provide enough room for workers to grab in order to move/carry bags.

1.15. Prisoner Order Packaging (Friends and Family) – Boxes or Packages

Orders may be required to ship in boxes or packages or the same manner as store based on the individual MDOC location requirements. The Contractor must ensure each bag within the box is appropriately heat sealed as described in this Statement of Work.

1.15.1. The prisoner's receipt for the package is sealed within the bag.

1.15.2. The facility's receipt for the package is contained within the bag.

1.15.3. Each box must be sealed with security tape.

- 1.15.3.1. If the tape of any part of the box has been tampered with the package will not be delivered to the prisoner and the Contractor must re-ship the items at no additional cost.

1.15.4. Re-ship orders must not be held by the Contractor longer than 7-calendar days, if this item cannot be delivered in a full pallet.

1.15.5. If the facilities order does not reach a full pallet, the order must be shipped FedEx or United Parcel Service (UPS) at the expense of the Contractor.

1.15.6. Bidders may be asked to provide a sample box, bag and receipt for evaluation.

1.15.7. The Contractor must ensure that boxes or packages are clearly labeled in printed plain text English, stamped and stenciled labeling; and must be water-fast, non-smearing or contrasting colors.

1.16. Kiosks

Any installation of Kiosks, hardware, or infrastructure must meet the requirements of this section and section 1.2 above and must be installed using the appropriate ADA standards, electrical codes, applicable standards, NFPA (National Fire Protection Association) fire safety code, and other MDOC requirements for installation. The Contractor will follow and uphold the most recent versions of following documents, which will be provide by MDOC upon request: 282150_MDOC Technology Electrical Standards, MDOC Utility and Security Shut Down Standards, and MDOC Appendix II Special Working Conditions. The Contractor is responsible for all permits and associated permit costs.

New infrastructure installs must be approved by MDOC prior to installation and performed by licensed, qualified vendor(s). Closeout documents including equipment cut sheets, “as-built” drawings, red line drawings, dimensions, serial numbers, and any other MDOC identified information, must be provided to MDOC by the Contractor for final approval. The Contractor must:

- 1.16.1.** provide equipment and services that are ADA compliant, including but not limited to wheelchair accessibility, braille, or voice capabilities.
- 1.16.2.** provide a minimum of two kiosks in each housing unit for general population prisoners to place their bi-weekly store orders. The Contractor must provide approximately 375 kiosks within MDOC facilities. Kiosks must have multiple language functions including at a minimum English and Spanish. The State intends to move from primarily kiosks to primarily app ordering. This means the number of kiosks needed will be reduced over time.
- 1.16.3.** be able to provide the State with additional kiosks upon request, to meet larger or special prisoner population needs, or any other response deemed necessary by the State.
- 1.16.4.** supply its own hardware, software and network connections. The Contractor must ensure that kiosks provided to the State also have the following functionality:
 - 1.16.4.1. ensure kiosks must interface (through a data file transfer) with the MDOC prisoner accounting system and have the capability of providing prisoners with their general account balance information and historical transaction data.
 - 1.16.4.1.1. provide any additional programming needed to accommodate all indigent prisoner store order processes, this may require exchange of additional accounting data or special-order details, or additional kiosk functionality.
 - 1.16.4.1.2. ensure kiosk software must only allow the prisoner or assigned MDOC staff member to access historical store activity – at a minimum the previous 12-months must be displayed for any given time period, to include up to the last 25-transactions of the prisoner’s account.
 - 1.16.4.1.3. ensure prisoners must not be able to view other prisoner accounts or place orders for other prisoners.
 - 1.16.4.2. guarantee kiosks have the ability to verify store orders against available items for purchase ensuring all items are processed in the priority order established by MDOC, meaning non-food items (including health care and hygiene products) are filled first.
 - 1.16.4.3. power kiosks through Ethernet POE (power over ethernet).

- 1.16.5.** ensure kiosk functionality must carry over and be accessible from the existing Prisoner tablet/device in use during the term of this Contract. If the Prisoner tablet/device services change during the term of the Contract, then Contractor must work with MDOC and the new IT vendor to provide commissary services on any newly awarded device solution for prisoner access.
- 1.16.6.** provide the specs/dimension of all kiosks that will be installed in MDOC facilities for prisoner access.
- 1.16.7.** provide a Technical Map that identifies all hardware and infrastructure necessary to operate the Prisoner Store Solution.

Any disruption of service must be reported to the Program Manager or designee within 1 business day. Technical issues with kiosks and associated infrastructure must be fully resolved within 48 hours.

1.17. Interfacing and System Management

The Contractor's system will follow all requirements of Schedule D – Service Level Agreement for Hybrid Purchases.

1.17.1. The Contractor is responsible for any disruption of service.

- 1.17.1.1. Hardware issues/disruptions must be reported to the Program Manager or designee within 1 business day.
- 1.17.1.2. Software and/or network must be reported to the Program Manager or designee on the same day.

1.18. The Contractor must integrate/interface with the State's systems to send and receive data. This includes, but is not limited to prisoner demographics, bi-directional commissary ordering, Friends and Family ordering, prisoner account transactions, and intelligence data (including non-prisoner data. CSV will be the required file format. The State will provide the complete schemas for each following award. These integrations/interfaces are currently a file transfer via the State File Transfer Service (FTS).

- 1.18.1.** The Contractor's network must be installed in accordance with DTMB standards and coordinated with onsite technical staff.
- 1.18.2.** Any fiber cabling utilized for services will remain the property of the State (MDOC).
- 1.18.3.** The Contractor must also provide a method to allow MDOC the ability to search a read-only database for investigative purposes. Technology must be adaptable to allow MDOC to search via a secure web link for access by approved facility staff.
- 1.18.4.** Corrections Offender Management System (COMS)
 - 1.18.4.1. The State intends to utilize the COMS system for Case Management and Trust and Financial Services.
 - 1.18.4.2. The State intends to utilize a separate system for data analysis (i.e., intelligence).

- 1.18.4.3. Contractor must work with the State, and all contracted vendors in the future to integrate/share data as needed.
- 1.18.4.4. The State may pursue real-time processing for transaction data (e.g. commissary orders, intelligence, etc.). The Contractor must work with The State and all contracted vendors to allow real time processing at no additional cost.

1.18.5. The Contractor must accommodate the State's current order verification process, please provide confirmation that the requirements listed below can be provided:

- 1.18.5.1. The State delivers prisoner demographics to the Contractor. The Contractor must consume the data.

- 1.18.5.1.1. Daily (Monday- Friday) file delivered via FTS at 5:00 am est. This is a full file (i.e. not incremental).

- 1.18.5.1.2. The file will include prisoner indigent status and approved indigent funds

- 1.18.5.2. The prisoner demographic data will contain the following information:

offender_number	Unique Number per offender	offender_lock	Cell number the offender is assigned
last_name	Offender last name	Bunk	Bed the offender is assigned
first_name	Offender first name	Indigent_Funds	Amount of indigent funds available
middle_initial	Offender Middle Initial	Indigent_Status	Determines offender Indigent eligibility
location_code	Unique 3 letter code per prison location where offender is located	cell_type	Cell Designation (i.e. security level)
housing_unit	Housing unit offender is assigned	Segregation_Status	Segregation Type
Wing	Housing Unit Wing the offender is assigned		

- 1.18.5.3. Commissary Order Processing

The Contractor must provide the functionality to configure an order processing schedule based on MDOC Facility and Housing Unit. The schedule must recur every two weeks.

- 1.18.5.3.1. Commissary orders must be created (by prisoners) within the Contractors' solution.

- 1.18.5.3.1.1. The Solution must allow Certain users to complete a commissary order “on-behalf” of the prisoner.
- 1.18.5.3.1.2. The solution must allow a prisoner to complete one commissary order per schedule cycle.
 - 1.18.5.3.1.2.1. Prisoners eligible for indigent orders must be allowed to create a separate indigent commissary order per schedule cycle.
- 1.18.5.3.2. The Contractor must work with the State to implement a bi-directional interface where prisoner commissary orders (per the configured scheduled) are received from the Contractor and processed through the State’s TRUST and Financial System. The State will deliver a response file that will indicate which items within each of prisoner’s commissary order were approved, not sufficiently funded, or refunded.
- 1.18.5.4. The following requirements are part of the process and file:
 - 1.18.5.4.1. The State receives a commissary order file daily (7 days a week via FTS)
 - 1.18.5.4.2. The State will generate one return file for each commissary order file that was processed.
 - 1.18.5.4.2.1. The file will include the records that were sent in the commissary order file with additional fields to indicate the transaction process status:
 - 1.18.5.4.2.2. Approved: “Y” – success, “N” – failure
 - 1.18.5.4.3. The Contractor must not send more than one file with commissary order information per day.
 - 1.18.5.4.4. The process will validate that the file has:
 - 1.18.5.4.4.1. comma delimited fields
 - 1.18.5.4.4.2. correct number of fields
 - 1.18.5.4.4.3. transaction date in correct format
 - 1.18.5.4.4.4. valid prisoner with a primary account
 - 1.18.5.4.4.5. no blank Item number
 - 1.18.5.4.4.6. header record count matches with total detail transaction count
 - 1.18.5.4.4.7. if the item amount is greater than \$0 it must be a refund
 - 1.18.5.4.4.8. if the item amount is less than \$0 it must be a sale
 - 1.18.5.4.4.9. the total amount of each commissary order must be equal to the sum of the individual items per request ID if it is a sale

- 1.18.5.5. The process will reject the entire file if one of the records fails the above validation.
- 1.18.5.6. The Contractor must send a commissary order file even if there are no commissary orders for the date. The process will expect a file including the header row. The State system will enter a \$0 batch record for the file.
- 1.18.5.7. The commissary order file must list the items ordered (within each commissary order) in priority order
 - 1.18.5.7.1. The Contractor must sort the items within each commissary order by priority (highest to lowest) within the commissary order file.
 - 1.18.5.7.2. The Contractor must add a row for each instance of an item ordered. The items will be filled in the order received in the file until the order is complete or the prisoners' account balance reaches the available balance. Once the prisoner reaches his balance, the order will stop immediately.
 - 1.18.5.7.3. If a line contains multiple quantities of the same item and funding is not available for the full amount ordered for that line, then that line is removed and will not be filled. Any order lines after that will also not be filled.
 - 1.18.5.7.4. For indigent orders:
 - 1.18.5.7.4.1. The Contractor must allow indigent eligible prisoners to create an indigent commissary order.
 - 1.18.5.7.4.2. If a prisoner is approved for indigent store, they may only be allowed to submit 1 order per month up to the approved purchase amount. Funds not spent on the first order per month will not be available for future orders/purchases in that calendar month.
 - 1.18.5.7.4.3. The Contractor must add a row for each instance of an item ordered. The items will be filled in the order received in the file until the order is complete or the prisoners' account balance reaches the available balance. Once the prisoner reaches his indigent balance, the order will stop immediately.
 - 1.18.5.7.4.4. If a line contains multiple quantities of the same item and funding is not available for the full amount ordered for that line, then that line is removed and will not be filled. Any order lines after that will also not be filled.
 - 1.18.5.7.5. MDOC's current ordering processes are subject to change. The Contractor must perform current MDOC process until a real time solution is realized

1.18.6. MDOC may, at a future undetermined date, move to real-time processing for transactions (Friends and Family and store purchases) requested by MDOC Prisoners. The Contractor must work with the State to implement any changes necessary to facilitate real-time transaction processing.

1.18.6.1. The Contractor must be able to send data files once per day to MDOC and must have the capabilities of receiving data files from the States TRUST and Financial System.

1.18.6.2. Information provided from the Contractor will be used by the State (MDOC) to cross-reference order eligibility, prior to MDOC approval. An approved Data file will be provided to the Contractor via file transfer identifying all allowable purchases approved by MDOC.

1.18.6.3. The Contractor must then process the prisoner commissary and Friends and Family orders within 24-hours of receipt of the MDOC Confirmation file, unless otherwise specified by the State (MDOC).

1.18.7. Any proposed administrative functionality of the Contractors solution must have the following capabilities:

1.18.7.1. provide the functionality to restrict prisoners to a certain number of allowable family/friends who are authorized to make purchases on the prisoner's behalf

1.18.7.1.1. the Contractor work with the State to configure the Family and Friends restrictions as needed, with a minimum of once a month

1.18.7.2. must provide the functionality add or delete Correctional Facilities, and/or satellite facilities in addition to those identified in Schedule G – MDOC Facility Listing.

1.18.7.3. must provide the functionality to accommodate differing numbers of prisoners within an MDOC facility as population capacities change.

1.18.7.4. must provide the functionality to accommodate the transfer of prisoners within the MDOC system daily, ensuring orders are redirected in the event a prisoner transfer occurs prior to receipt of ordered items.

1.18.7.5. provide the functionality to set a priority order for all items available within the commissary item list and the Indigent list of items.

1.18.7.6. provide the functionality to limit the items allowed within a commissary list by prisoner security level, status, or other criteria defined by the State.

1.19. The Contractor must have a mechanism in place to ensure all store items are continuously available for facilities, Prisoners, and Prisoner friends and family to purchase – and will not have an inventory outage. MDOC is not responsible for warehouse inventory, this is the sole responsibility of the Contractor.

1.19.1.1. The Contractor must notify the receiving MDOC facility and MDOC Program Manager(s) of any out-of-stock items at least 48-hours prior to facility delivery.

- 1.19.1.2. The Contractor must also maintain inventory levels at all warehouse locations, ensuring that no more than 1% of approved store items are out-of-stock for any business day (Monday through Friday).

1.20. Accounting and Commission Reconciliation

The Contractor must have the ability to track Commissions earned on all Prisoner Store and Friends and Family Care Package sales and possess the capability of reconciling the transaction fees.

- 1.20.1. When requested the Contractor must collect, on behalf of the State, a Prisoner Benefit Fund Commission (PBF Commission). This is a monthly reconciliation of fees collected, i.e. transaction fees billed, and commissions earned.
- 1.20.2. In order to maintain existing budgets for programs and services, the minimum rate a Contractor can collect for a PBF Commission is 14%.
- 1.20.3. Commissions must not be collected on vending machine card sales, photo tickets, metered stamp envelopes, purchases made by MDOC facilities, and any additional items that may be identified by MDOC.
- 1.20.4. Commissions must not be collected on items categorized as health, hygiene, and over-the-counter medication.
- 1.20.5. When applicable the PBF Commission fees collected, transaction fees billed and/or commissions earned will be provided to the State in the same manner as specified in Section 5.3 Reporting.
- 1.20.6. Contractor must work with MDOC to identify the means for distributing commissions to the State.

1.21. Transition

The Contractor must describe its transition management capabilities, including but not limited to methods, tools and processes that will be utilized for oversight and completion of the implementation process. Contractors must submit one example transition and implementation plan with their bid proposal under section 5.1.

- 1.21.1. **Transition In:** The Contractor is responsible for leading transition to and implementation of the new commissary service(s). This plan must be specific to MDOC, its locations, and solution proposed by the Contractor. See section 5.1.
 - 1.21.1.1. All transition and implementation plans are subject to approval of the State and applicable Program Manager(s). The State reserves the right to add approved implementation/project plans via Contract Change Notice.
 - 1.21.1.2. Incumbent Bidders must provide an updated Transition Plan that includes any new or updated modifications or enhancements to existing hardware and software and the timelines for implementation of each change.
 - 1.21.1.3. Staffing Plan: The Contractor's organizational chart with names and titles of personnel assigned to the project, which must align with the staffing stated in accepted proposals:

- 1.21.1.3.1. Identify a Contractor Project Manager who is responsible for the entire transition and implementation.
 - 1.21.1.3.1.1. If Project Manager differs from the Contractor Representative please define separation of responsibilities.
- 1.21.1.3.2. Identify transition management teams and duties
- 1.21.1.3.3. Training plans for software implementation, and interface usages:
 - 1.21.1.3.3.1. Training services must be available for prisoners, friends and family, and State (MDOC) staff.
- 1.21.1.4. This Requirement is subject to change with MDOC's prioritization of real-time processing. MDOC may, at a future undetermined date, move to real-time processing for transactions requested by MDOC Prisoners and their Friends and Family. The Contractor must work with the State to implement any changes necessary to facilitate real-time transaction processing.

At a minimum the following information must be included:

 - 1.21.1.4.1. The project breakdown showing sub-projects, tasks, and resources required:
 - 1.21.1.4.1.1. Describe how account and user information will be transferred – utilizing the daily data file transfer received from MDOC.
 - 1.21.1.4.1.2. All major project milestones, with anticipated outcomes.
 - 1.21.1.4.1.3. Detailed corresponding calendar/timeline schedule for Implementation.
 - 1.21.1.4.1.4. Delivery Plan – should outline day-to-day operations for delivery for purchased products to MDOC facilities. Plans should include an alternate plan to accommodate deliveries for:
 - 1.21.1.4.1.5. State Holidays (as identified in section 4.6.2 below), and Emergency Contingency Plan for service delivery.
- 1.21.1.5. The Contractor must also identify how the following will be conveyed to MDOC:
 - 1.21.1.5.1. Updates/progress reports will be reviewed with the State (including regular updates regarding the Implementation Timeline).
 - 1.21.1.5.2. Process for addressing issues/changes.
 - 1.21.1.5.3. Resolution process, procedures and strategies.
 - 1.21.1.5.4. Identify individuals who will be responsible for receiving/reaching for requested information.

- 1.21.1.6. There must be continuous communication between the Program Manager and the Contractor (subcontractor(s), and specialty services providers, if applicable) during the Transition Period and over the course of this Contract.

The Contractor must anticipate a visit to each MDOC facility where services are to be performed after contract award, but before transition/implementation begins in order to assess needs of each facility and understand what it will require during the transition phase.

The State will meet with the Contractor for initial review of the Contractor's Transition Plan prior to beginning service delivery and periodically as needed.

These meetings will include but are not limited to:

- 1.21.1.6.1. Reviewing progress and opportunities for improvement and compliance with transition plan.
- 1.21.1.6.2. Providing necessary guidance to the Contractor regarding the timing of activities and solving issues.
- 1.21.1.6.3. After implementation is complete the Contractor must meet with each MDOC facility to review the following:
 - 1.21.1.6.3.1. System and user functionality
 - 1.21.1.6.3.2. Computer interface and system management
- 1.21.1.7. The Contractor is responsible for delivering uninterrupted Services including system infrastructure. Within 10-business days of the Contract Award Date, the Contractor must submit to MDOC, a Transition Plan for final approval. The Contractor may be required to make continuous changes to the Transition Plan and submit a revised plan to MDOC until all items have been successfully implemented.
- 1.21.1.8. Fulfillment Centers/Warehouse and Packing. As identified in the Scope section of Schedule A, MDOC prefers a single Contractor which has or will have access to warehouses located within the State of Michigan to allow for fulfillment of all MDOC orders.

Warehouse setup should be included in the 6-month transition period.

Bidder must provide a list of fulfillment centers/warehouses available or to be available by contract start date for use under this Contract. Please identify in your list:

 - 1.21.1.8.1. Physical location of center/warehouse(s).
 - 1.21.1.8.2. Areas this center/warehouse serves – if specific.
 - 1.21.1.8.3. Items or type of items, that will be provided from each fulfillment center.

1.21.2. Transition Out/Close Out Plan: The Contractor is responsible for providing a Contract Closeout Plan. This plan must detail how services will be concluded and how services, including data, can be transitioned over to the State or a new Contractor.

1.22. Contractor Provided Training

The Contractor must provide the following training:

1.22.1. System implementation Training – Software and Interface usage

1.22.1.1. Training must be available for all MDOC staff.

1.22.2. System (Kiosk) Ordering

1.22.2.1. The Contractor must provide training to at a minimum of one MDOC-designated person at each MDOC facility on ordering, receiving, shipping and availability for reports.

1.22.2.2. Training must also be made available for prisoners, and their friends and family.

1.22.2.3. The Contractor must provide both written and video training instructions for prisoners on the use of the kiosk.

1.22.3. The Contractor must explain its training capabilities and any training that is included in its proposal and provide documentation and copies of its training materials.

1.23. MDOC Provided Training

1.23.1. Contractor and/or subcontractor staff, as applicable, providing services under the MDOC contract are required to complete MDOC training prior to providing services or entering into MDOC facilities. The training assigned will be specific to Contractor worksite, level of prisoner contact, and the services provided under the Contract. Contact the MDOC Contract Manager or designee with any questions concerning MDOC training.

1.23.2. Contractor and/or subcontractor staff must complete MDOC provided training annually before the end of training year. (The State's training year is October 1st through September 30th.)

1.23.3. Contractor and/or subcontractor staff must annually review and accept the MDOC Vendor Rules and Regulations document as one of the training requirements. (See Vendor Rules section 4.11 below.)

1.23.4. Any contractor staff and/or subcontractor staff who do not complete training by the annual September 30th training deadline may have their permission to provide contract deliverables revoked, as determined by the Program Manager or designee.

1.24. Specific Standards

1.24.1. IT Policies, Standards and Procedures (PSP)

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance for the publicly available PSPs in their response. Non-public PSPs are available to bidders under NDA.

Public IT Policies, Standards and Procedures (PSP):

[DTMB - IT Policies, Standards & Procedures \(michigan.gov\)](https://Michigan.gov/DTMB-IT-Policies-Standards-Procedures)

1.24.2. Acceptable Use Policy

To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see [1340.00.130.02 Acceptable Use of Information Technology \(michigan.gov\)](https://Michigan.gov/1340.00.130.02-Acceptable-Use-of-Information-Technology). All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

1.24.3. SOM Digital Standards

All software items provided by the Contractor must adhere to the State of Michigan Application/Site Standards which can be found at [SOM Applications and Site Standards \(michigan.gov\)](https://Michigan.gov/SOM-Applications-and-Site-Standards).

1.24.4. Mobile Responsiveness

The Contractor's Software must utilize responsive design practices to ensure the application is accessible via a mobile device, specifically tablets only.

1.24.5. ADA Compliance

1.24.5.1. The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) including its accessibility standard for websites, applications, content and electronic documents. All Contract Activities created, provided, or made available by Contractor under this Contract in a digital format, including but not limited to, websites, applications, software, mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet) must comply with the accessibility standards provided in the Digital Accessibility Standards, located at <https://www.michigan.gov/standards>. See Terms and Conditions Section 12 Accessibility Requirements for additional information.

Contractor must provide a description of conformance with the Digital Accessibility Standards by providing a completed Accessibility Conformance Report (ACR), such as an Information Technology Industry Council (ITIC) Voluntary Product Accessibility Template (VPAT®), or equivalent for the Solution. If the Solution is comprised of multiple products, an ACR or VPAT must be provided for each product. In addition to

the ACRs, Contractors may include a verification of conformance certified by an industry-recognized third-party. If the Contractor is including any third-party products in the Solution, Contractor must obtain and provide the third-party ACRs or VPATs as well.

Each ACR or VPAT must state how the product meets the specifications. All “Not Applicable” (N/A) responses must be fully explained. Contractor must address each standard individually and with specificity; and clarify whether conformance is achieved throughout the entire product (for example – user functionality, administrator functionality, and reporting), or only in limited areas. A description of the evaluation methods used to support conformance claims, including, if applicable, any third-party testing, must be provided. For each product that does not fully conform to the Digital Accessibility Standards, Contractor must provide detailed information regarding the plan to achieve conformance, including timelines. A description of the evaluation methods used to support WCAG 2.1 Level AA conformance claims, including, if applicable, any third-party testing, must be provided. For each product that does not fully conform to WCAG 2.1 Level AA, Contractor must provide detailed information regarding the plan to achieve conformance, including timelines.

- 1.25.** The Contractor must notify the designated MDOC Program Manager or designee within 24 hours of any request for reasonable accommodation under ADA and the Rehabilitation Act for a prisoner.

- 1.25.1.** The Contractor must comply with and must notify the designated MDOC Procurement, Monitoring, and Compliance Division (PMCD) Contract Manager or designee within 24 hours of any request for reasonable accommodation made by Contractor’s staff, including temporary and subcontractor staff.

- 1.25.1.1.** All reasonable accommodation aids, services and equipment needed for Contractor’s staff, including temporary and subcontractor staff, is to be provided by the Contractor.

1.26. User Type and Capacity

Type of User	Access Type	Number of Users	Estimated Number of Concurrent Users
Public Citizen	Read, Write	Unlimited	Unlimited
State Employee	Read, Write	500+	500+
State Employee	Read, Write, Admin	20	20

Contractor must be able to meet the estimated number of concurrent Users listed above. The State Employee users may increase or decrease throughout the life of the Contract.

- 1.26.1.** Contractor’s latency response time (i.e., Generate Page Load, standardized reporting, ad hoc reporting) is below:

- 1.26.1.1.** Screen load will be less than 2 seconds. 99% of the time

1.26.1.2. Standardized reports will be executed in less than 5 seconds

1.27. Access Control and Authentication

The Contractor's Software must implement identity federation with the State's MiLogin IT Identity and Access Management (IAM) environment as described in the State of Michigan Administrative Guide ([1340.00.020.08 Enterprise Identity and Access Management Services Standard \(michigan.gov\)](#)).

To support federation with the SOM MiLogin Software, the Contractor's Software must support SAML or OIDC federated identity protocols.

Software running within the States internally managed IT environment may be suitable for integration with the State's Active Directory services as identified in the 1340.00.020.08 standard.

1.28. End-User Operating Environment

The SOM IT environment includes FedRAMP authorized major cloud providers and on-premises market leading virtualization environments, with supporting platforms that includes enterprise storage, monitoring, and management running in house and in cloud hosting provides.

Contractor must accommodate the latest browser versions (including mobile browsers) as well as some pre-existing browsers. To ensure that users are able to access online services, Contractor must ensure applications and websites display and function accurately in, at minimum, the two most recent major versions of the following browsers, without reliance on special plugins or extensions:

1.28.1. Google Chrome

1.28.2. Microsoft Edge

1.28.3. Firefox

1.28.4. Safari

Contractor must support the current and future State standard environment at no additional cost to the State.

1.29. Software

Contractor must maintain and grant the State access to subcontractor (Advanced Technologies Group (ATG)) cloud-enabled Commissary Operations Module and ATG Kiosk software.

1.30. Hosting

Contractor must maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 24 hours.

1.31. Required Functionality Relating to Data Retention, Disposal, and Retrieval

The State has legal obligations to retain, dispose, and retrieve State Data along with obligations to manage and secure State Data. To meet these obligations, the Solution must allow the State to:

- 1.31.1.** retain all data (including all purchases by item by prisoner, financial information, etc.) for the entire length of the Contract plus seven years after the Contract expires.
- 1.31.2.** delete its data or request the deletion of its data, even data that may be stored offline or in backups.
- 1.31.3.** transfer its data back to the State or new solution.
- 1.31.4.** transfer its data to the Archives of Michigan as may be required by a retention and disposal schedule.
- 1.31.5.** retrieve data, even data that may be stored offline or in backups.

Except as otherwise stated in the Contract, Contractor will not dispose of, delete, or destroy State Data without the prior written approval of the State.

At the State's request, Contractor must provide an extract of State Data in a searchable format as specified by the State.

1.32. Products and Services

In managing its obligation to meet the above milestones and deliverables, the Bidder is required to utilize the applicable [State Unified Information Technology Environment \(SUITE\)](#) methodologies, or an equivalent methodology proposed by the Bidder.

SUITE's primary goal is the delivery of on-time, on-budget, quality systems that meet customer expectations. SUITE is based on industry best practices, including those identified in the Project Management Institute's PMBoK and the Capability Maturity Model Integration for Development. It was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management. It offers guidance for efficient, effective improvement across multiple process disciplines in the organization, improvements to best practices incorporated from earlier models, and a common, integrated vision of improvement for all project and system related elements.

While applying the SUITE framework through its methodologies is required, SUITE was not designed to add layers of complexity to project execution. There should be no additional costs from the Bidder, since it is expected that they are already following industry best practices which are at least similar to those that form SUITE's foundation.

SUITE's companion templates are used to document project progress or deliverables. In some cases, Bidders may have in place their own set of templates for similar use. Because SUITE can be tailored to fit specific projects, project teams and State Program Managers may decide to use the Contractor's provided templates, as long as they demonstrate fulfillment of the SUITE methodologies.

2. Service Requirements

2.1. Delivery

Order Deliveries must be made to all MDOC facilities identified in Schedule G – MDOC Facility Listing. MDOC reserves the right to add or delete facilities without changing the scope of this Contract.

- 2.1.1.** The Contractor must work with MDOC to establish a delivery Schedule that meets the outlined specifications below:

- 2.1.1.1. **Delivery Hours:** are Monday – Thursday 8:00a.m. – 2:30p.m. ET excluding observed State holidays (see section 4.6.2).
- 2.1.1.2. **Standard Order Delivery:** The Contractor must deliver all prisoner store order items including all prisoner indigent store order items to MDOC facilities within 5 business days of order download, unless otherwise specified by the State.
- 2.1.1.3. **Re-ship Order Delivery:** The Contractor must ensure that re-ship orders, as specified in Sections 1.15.3.1 and 1.15.2.4, are not held longer than 7-calendar days. All re-ship orders must be received within 10-calendar days from refusal date.
- 2.1.1.4. **Friends and Family Order Delivery:** The Contractor must deliver purchased items, within 7-business days of receipt of order. The Contractor must provide return shipping labels for all products shipped, if required to ensure no cost is incurred by the prisoner or the State.
- 2.1.1.5. **Gift Bags and fundraiser items:** The Contractor must ship MDOC purchased Prisoner gift bags and fundraiser items for general populations through their Prisoner Benefit Fund account within 7-calendar days of order. (See Section 1.7. Gift Bags and/or Fundraisers)
- 2.1.1.6. **Prisoner Television:** Delivery of MDOC Facilities ordered only televisions will be mutually agreed upon by the Contractor and MDOC.
- 2.1.1.7. **Returns:** Orders for a prisoner who has been moved or cannot receive an order for security reasons will be returned to the Contractor at the Contractor's expense.
- 2.1.2. Deliveries must be made by common carrier or Contractor's truck with dock level trucks. Trucks must be unloaded by the common carrier/Contractor and transported to the interior/ground floor inside the MDOC location.
 - 2.1.2.1. Alternate methods of delivery must be approved by the receiving facility supervisor.
- 2.2. **Delivery Specifications and Palletizing**
 - 2.2.1. Deliverables must be on four-way entry pallets approved by the MDOC facility.
 - 2.2.1.1. Pallets must be in good condition, with no broken boards or rails.
 - 2.2.1.2. Folding Bulk containers with four-way entry (preferred), for store delivery.
 - 2.2.1.3. Contractor must ensure store items are not crushed or damaged during delivery.
 - 2.2.2. Multiple packages may be banded or shrink-wrapped on a single pallet.
 - 2.2.2.1. Products must not exceed the pallet dimensions (40"x48"x60"H) with no overhang.
 - 2.2.3. Boxes or packages must weigh less than 50 lbs.

2.2.3.1. Must be clean and of adequate strength to provide protection and stacking strength.

2.2.4. Ordered boxes or packages must arrive sorted and packaged in bulk according to the facilities housing units and secured until distributed to the prisoners by MDOC staff.

2.2.4.1. MDOC reserves the right to change order days and delivery days or times as needed.

2.3. Delivery Ticket/Receipt

2.3.1. Upon Delivery, the Contractor must provide the receiving facility with a delivery receipt.

2.3.1.1. Receipts must be duplicable – and available to the State upon request.

2.3.1.2. All Delivery receipts must be signed by the MDOC personnel who have checked the order copy against the delivery receipt.

3. Acceptance

3.1. Acceptance and Inspection

The State will use the process identified in Section 20, Acceptance, of the Standard Contract Terms, along with the following criteria to determine acceptance of the Contract Activities:

3.1.1. Upon delivery, any order may be pulled from the Contractor's delivery truck for inspection by MDOC to ensure MDOC specifications have been met as outlined.

3.1.1.1. Failure to meet any specification may result in rejection of the entire order – at no cost to MDOC.

3.2. Quality Control

The Contractor must have a written quality control program that ensures all products and supplies meet manufacture specifications, and standard operating procedures.

3.2.1. The Contractor must monitor the quality control programs of all suppliers and manufacturers, and must provide, upon request documentation of quality control program reports.

3.2.2. Quality Control must apply from end-to-end from order receipt through delivery to the facilities.

3.2.3. The Contractor should be prepared to have the Contractor Representative visit each MDOC Facility on an annual basis and provide a written follow-up report (after each visit) summarizing activities performed (the exact agenda for each visit will be determined in collaboration with the MDOC Program Manager).

4. Staffing

4.1. Contractor Program Manager

The Contractor must appoint at a minimum one Program Manager specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Program Manager”).

The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

4.2. Contract Administrator and Contract Manager

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

State:	Contractor:
Colleen West Elliott Larsen 320 S Walnut St, 2N Lansing, MI 48933 (517) 730-8430 westc6@michigan.gov	John Puricelli 10880 Lin Page Place St. Louis, MO 63132 jpuricelli@keefegroup.com 314-919-4100

- 4.2.2.** Contract Manager. The Contract Manager for each party is the point of contact for each party on all contract related issues. The Contract Manager will work with the Contract Administrator if there are reasons to modify any terms of this Contract:

State:	Contractor:
Edward Freeman 206 E. Michigan Ave Lansing, MI 48933 Freemane1@michigan.gov 517-290-9144	Scott Conrath 21848 Commerce Pkwy Strongsville, OH 44149 sconrath@keefegroup.com 800-541-1700

4.3. Program Manager

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

State:	Contractor:
Eames Groenleer 4000 Cooper ST Jackson, MI 49201 groenleere@michigan.gov 517-780-6076 George Sevarns 5086 W M 80 Kincheloe, MI 49788 sevarnsg@michigan.gov 906-322-8499	Joe McGinnis 3232 Kraft Ave Grand Rapids, MI 49512 Joseph.McGinnis@keefegroup.com 616-957-1022

4.4. Customer Service Number

The Contractor numbers for the State to contact the Contractor Program Manager and help desk are provided below. The Contractor Program Manager must be available for calls during the hours of 8:00 am to 7:00 pm ET.

Helpdesk: (800) 864-5986

Joe McGinnis: (616) 957-1022

4.5. Technical Support, Repairs and Maintenance

The Contractor must specify its number for the State to contact the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 6:00 am to 7:00 pm ET Monday thru Sunday.

- 4.5.1. The Contractor's Call Centers must be in the Continental United States.
- 4.5.2. Call Centers must provide technical support for friends and family orders, kiosk repair/replacement requests and other equipment repair/replacements requests.
- 4.5.3. When providing technical support, the Call Center must provide the caller with a "ticket/reference number" that will be used to document the call.
- 4.5.4. The Call Center must resolve the caller's issue within 30 minutes.
- 4.5.5. If resolution cannot be provided within 30 minutes with the Call Center, the following time frames must be adhered to:
 - 4.5.5.1. The Callers issue must be resolved within 48-hours (Monday through Friday) of the receipt of the "ticket/reference number". If the caller's issue cannot be resolved within 48-hours or the next business day, whichever is greater, \$250.00 per kiosk will be credited on the next invoice for each 24-hour period thereafter until the issue is fully resolved.
 - 4.5.5.1.1. The Contractor must work with the State to determine a resolution plan for issues that need additional services to provide resolution.

- 4.5.5.1.2. Calls received from the State (MDOC) from 6:00 a.m. to 7:00 p.m. ET must be returned within 1-hour of receipt, if immediate assistance is not available during Standard Service Hours.
- 4.5.5.1.3. Calls received from the State (MDOC) from 7:00 p.m. to 6:00a.m. ET, must be returned within 2-hours of receipt, if immediate assistance is not available.
- 4.5.5.1.4. Helpdesk: (800) 864-5986

4.6. Work Hours

The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 6:00 a.m. to 7:00 p.m. ET and possible night and weekend hours depending on the requirements of the project.

4.6.1. The Contractor must provide afterhours service, including weekends and holidays, to assist the State. The Contractor must provide service from 7:00 p.m. – 6:00 a.m. ET, Monday – Sunday. Calls received for the State (MDOC) from 7:00 p.m. to 6:00a.m. ET, must be returned within 2-hours of receipt, if immediate assistance is not available.

4.6.2. The State observes the following holidays:

- January 1 – New Year's Day (observed)
- 3rd Monday of January – Martin Luther King, Jr Day
- 3rd Monday of February – President's Day
- Last Monday of May – Memorial Day
- June 19th – Juneteenth (observed)
- July 4th – Independence Day (observed)
- 1st Monday of September – Labor Day
- 1st Tuesday in November – Election Day (even years only)
- November 11th – Veterans Day (observed)
- 4th Thursday of November – Thanksgiving
- 4th Friday of November – Day after Thanksgiving
- Christmas Eve – December 24th (observed)
- Christmas Day – December 25th (observed)
- New Year's Eve – December 31st (observed)

4.7. Key Personnel

The Contractor must appoint an individual/individuals for each role below 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 inquiries within 24 hours.

Key Personnel Roles Include:

- i. Project Manager
- ii. Contractor Representative
- iii. Customer Service Representative

iv. Information Technology Staff Representative

v. Contract Service Manager

The Contractor must provide an alternate for each of the Key Personnel Roles indicated above. Alternates will be responsible for services under this Contract when the primary Key Personnel are not available.

Contractor's Key Personnel must be on-site at a mutually agreed upon location when required by the State (MDOC).

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.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under the **Termination for Cause** section of the Standard Contract Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

- vi. For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$25,000 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30-calendar days before the Key Personnel's removal.

- vii. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30-calendar days, in addition to the \$25,000 credit specified above, Contractor will credit the State \$833.33 per calendar day for each day of the 30-calendar day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30-calendar days of shadowing will not exceed \$50,000 per individual.

Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

4.7.1. The Contractor must identify all Key Personnel that will be assigned to this contract in the table below which includes the following:

- 4.7.1.1. Name and title of staff that will be designated as Key Personnel.
- 4.7.1.2. Key Personnel years of experience in the current classification.
- 4.7.1.3. Identify which of the required key personnel positions they are fulfilling.
- 4.7.1.4. Key Personnel's roles and responsibilities, as they relate to this Contract. Descriptions of roles should be functional and not just by title.
- 4.7.1.5. Identify if each Key Personnel is a direct, subcontract, or contract employee.
- 4.7.1.6. Identify if each Key Personnel staff member is employed full-time (FT), part-time (PT) or temporary (T).
- 4.7.1.7. Identify each Key Personnel's percentage of work time devoted to this Contract.
- 4.7.1.8. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.

1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract/ Contract	5. Status (FT), (PT), or (T)	6. % of Work Time	7. Physical Location
Joseph McGinnis	6 years	Account Manager (Day to Day Management / Direct MDOC Contact)	Direct	FT	90%	Grand Rapids, MI
Scott Conrath	13 years	Regional Account Manager (Contract Management, management of proposal and technology deployment)	Direct	FTY	75%	Strongsville, OH
Tim Nichols	35 years	Regional Vice President	Direct	FT	75%	Strongsville, OH
Kristin Sugar	7 years	KCN Account Manager (Works directly with the Regional Account Manager on proposal generation and project deployments)	Direct	FT	50%	Strongsville, OH
Tom Nesbitt	1.5 years	Operations Manager, Grand Rapids, MI (ensures all MDOC commissary and Family Care Package standards and	Direct	FT	100%	Grand Rapids, MI

1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract/ Contract	5. Status (FT), (PT), or (T)	6. % of Work Time	7. Physical Location
		requirements are met or exceeded on a daily basis)				
Matthew King	11 years	System Support Manager (Works closely with the Project Manager on hardware procurement, deployment schedules, networking, logistics and meeting timelines)	Direct	FT	50%	Strongsville, OH
Leslie Graeser	4 years	Project Manager (Coordination of project assets and timelines, ensures all areas of the project scope are successfully completed)	Direct	FT	25%	St. Louis, MO
Matt Reynolds	26 years	ATG Technology Representative	Subcontract	FT	System is operational –	West Des Moines, IA

1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract/ Contract	5. Status (FT), (PT), or (T)	6. % of Work Time	7. Physical Location
					minimal time required.	
Ajit Kumar	27 years	ATG Executive Vice President (Manages the team that develops and supports the Comm application)	Subcontract	FT	System is operational – minimal time required.	West Des Moines, IA
Jon Rathje	26 years	Director, Fiduciary Systems (assists in the delivery and management of the Comm application)	Subcontract	FT	System is operational – minimal time required.	West Des Moines, IA

4.7.2. The Contractor must provide **detailed, chronological resumes** of all proposed Key Personnel, including a description of their work experience relevant to their purposed role.

4.8. Disclosure of Subcontractors

If the Contractor intends to utilize or change subcontractors, the Contractor must disclose the following:

- 4.8.1.** The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- 4.8.2.** The relationship of the subcontractor to the Contractor.
- 4.8.3.** Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- 4.8.4.** A complete description of the Contract Activities that will be performed or provided by the subcontractor
- 4.8.5. Geographically Disadvantaged Business Enterprise Sub-Contractors:** If contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)
- 4.8.6. GDBE definition:** "Geographically-Disadvantaged Business Enterprise" means a person or entity that satisfies one or more of the following: (i) Is certified as a HUBZone Small Business Concern by the United States Small Business Administration. (ii) Has a principal place of business located within a Qualified Opportunity Zone within Michigan. (iii) More than half of its employees have a principal residence located within a Qualified Opportunity Zone within Michigan, or both.

Additional information on GDBEs can be found here:

[Michigan Qualified Opportunity Zone \(QOZ\) Map](#)

[Michigan Supplier Community \(MiSC\) Page](#)

Bidder must provide detailed information as requested in the above requirement(s).	
The legal business name, address, telephone number of the subcontractor(s).	Advanced Technologies Group, LLC (ATG) 1601 48 th Street, Suite 220 West Des Moines, IA 50266
A description of subcontractor's organization and the services it will provide	ATG licenses and support, ATG-developed enterprise-grade suite of software that enables correctional

Bidder must provide detailed information as requested in the above requirement(s).	
and information concerning subcontractor's ability to provide the Contract Activities.	agencies to more effectively meet their mission and enhance their efficiency. It also helps offenders become more self-reliant and better prepared to re-integrate into society. ATG has a very successful, highly replicable model for customizing and implementing systems.
The relationship of the subcontractor to the Bidder.	Advanced Technologies Group, LLC is an affiliate of Keefe Commissary Network, LLC. Both companies are wholly-owned by Keefe Group, LLC.
Is the subcontractor a GDBE?	No
Whether the Bidder has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.	KCN and ATG have together successfully delivered projects of similar size and complexity to multiple State DOCs.
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	ATG will continue to be responsible for: • providing the turnkey solution that manages the commissary operations, this includes kiosks, commissary point of sale process, and interfacing with COMS • for updating the kiosks, installation of one server at each institution, installation of POS stations in the warehouse (s). • hosting the solution within Azure • monitoring and administration of all network and servers customization of the solution to meet customer requirements
Of the total bid, the price of the subcontractor's work.	Not Applicable – they will not perform more than 20% of the deliverable

Bidder must provide detailed information as requested in the above requirement(s).	
The legal business name, address, telephone number of the subcontractor(s).	DataMax Services, Inc. 730 Landwehr Rd. Northbrook, IL 60062
A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities.	DataMax System Solutions is a privately held company owned by Elliott Wallace, its CEO. Founded in 1988, and based in Boca Raton, Florida, this location serves as corporate headquarters and is a primary warehouse and operation for hardware processing; including refurbishment and repair.

Bidder must provide detailed information as requested in the above requirement(s).	
	DataMax Services, Inc. based in Northbrook, Illinois was acquired by Elliott Wallace in 2009 for the expressed purpose of enhancing field service and repair capabilities. While it is a separate business entity, it functions more like a separate operating division. This location has served as the main operation for services and houses the project management group, technical services group, and its own operations support group. Internationally, Our Mexico facility, Scantronix, was established in 2010 as a base from which to inventory, market and sell hardware for Mexico and select South American countries. DataMax Services opened a small sales office in Winnipeg, Manitoba, Canada to help us better facilitate hardware and services sales throughout the country. The main activity is to provide nationwide services including staging, installations, de-installations, depot maintenance, and repair for Keefe Kiosks.
The relationship of the subcontractor to the Bidder.	Since 2008, DataMax Services, Inc. has provided field service technicians in order to perform onsite installation, repair, and depot services across the United States for Keefe Groups various Kiosk model types.
Is the subcontractor a GDBE?	No
Whether the Bidder has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.	Since 2008, DataMax Services, Inc. has provided field service technicians in order to perform onsite installation, repair, and services across the United States for Keefe Groups various Kiosk model types.
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	DataMax will be assisting Keefe with replacement of hardware, namely wall kiosk equipment replacement and/or internal hardware upgrade.
Of the total bid, the price of the subcontractor's work.	Not Applicable – they will not perform more than 20% of the deliverable

4.9. Security

The Contractor/subcontractor and any staff assigned to this contract will be subject to the following security procedures:

- 4.9.1.** No active warrants or pending charges on any staff assigned to this contract.
- 4.9.2.** MDOC reserves the right to approve, decline, or remove Contractor and subcontractor staff from providing services on this Contract.

- 4.9.3.** Not under investigation or under disciplinary action of the Michigan Department of Licensing and Regulatory Affairs.
- 4.9.4.** Has not engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution as defined in 42 U.S.C. 1997.
- 4.9.5.** Has not been convicted of engaging in, attempting to engage in or conspiracy to engage in sexual activity facilitated by force, overt or implied threats of force or coercion, or if the victim did not consent or was unable to consent or refuse.
- 4.9.6.** Has not been civilly or administratively adjudicated to have engaged in the activity described in 4.9.5. above.
- 4.9.7.** The MDOC may investigate the Contractor/subcontractor's personnel before they may have access to MDOC facilities and systems. The scope of the background check is at the discretion of the MDOC and the results will be used to determine Contractor/Subcontractor's personnel eligibility for working within MDOC facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and the Law Enforcement Information Network (LEIN) and may include the National Crime Information Center (NCIC). Proposed Contractor/subcontractor personnel may be required to complete and submit an RL-8 Fingerprint Card for the NCIC Fingerprint Check. Any request for background checks will be initiated by the MDOC and will be reasonably related to the type of work requested.
- 4.9.8.** The Contractor's/subcontractor's personnel must be LEIN cleared and received written approval from the MDOC's Program Manager, Contract Manager, or designee initially and annually by MDOC prior to any work with MDOC prisoners. Any Contractor/subcontractor staff with an identified felony conviction must receive approval through the MDOC Deputy Director or designee.
- 4.9.9.** A completed LEIN form for each staff assigned to the contract must be sent to the MDOC-PMCD-CFA-LEINS@michigan.gov and approved by MDOC prior to Contractor/subcontractor's personnel working with MDOC prisoners and annually following approval. There is no cost associated with the LEIN. The LEIN form will be provided to the Contract awardee(s).
- 4.9.10.** The Contractor/subcontractor must document if a Contractor/subcontractor's personnel assigned to the Contract is related to or acquainted with a prisoner incarcerated and under the jurisdiction of the MDOC. For Contractor/subcontractor's personnel who are related to, have a relationship with, contacted or is in contact with and/or are acquainted with a prisoner, the Contractor's/subcontractor's staff member must complete the Offender Contact Disclosure for Contractors and submit it to the MDOC Program Manager or designee. The Contractor must ensure its personnel and subcontractor's personnel complete the form and notify the MDOC Program Manager of any changes throughout the contract term.

- 4.9.11.** The Contractor/subcontractor's personnel will be required to enter State facilities. The State may require the Contractor/subcontractor's personnel to wear State-issued identification badges.
- 4.9.12.** The Contractor/subcontractor's personnel must anticipate delays when visiting any correctional facility due to issues within the facility.
- 4.9.13.** The Contractor/subcontractor's personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. The State shall provide such security and acceptable use policies to the Contract in writing as a contingency to Contractor's compliance therewith. Contractor/subcontractor personnel must also agree to the State's security and acceptable use policies before the Contractor/subcontractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to prospective Contractor/subcontractor personnel before the Contractor/subcontractor presents the individual to the State as a proposed resource. Contractor/subcontractor personnel must comply with all physical security procedures in place within the facilities where they are working.
- 4.9.14.** The MDOC reserves the right to deny access to any correctional facility to anyone who fails to comply with any applicable State, Federal, or local law, ordinance or regulation or whose presence may compromise the security of the facility, its prisoners, or staff. Weapons, alcoholic beverages, poison, prescription drugs and controlled substances without written certification of needs from a licensed physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities. Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy. Wardens may prohibit other items from being brought into their respective correctional facilities.
- 4.9.15.** Security is the facility's first priority and the Contractor/subcontractor and its personnel must be responsive and respectful of these needs.
- 4.9.16.** The Contractor/subcontractor and its personnel must comply with and cooperate with all correctional facility rules, procedures and processes as well as state and federal laws. Contractor/subcontractor personnel must ensure that they are complying with all facility rules and regulations including, but not limited to, dress code and items allowed to be possessed.
- 4.9.17.** The Contractor/subcontractor personnel must follow the facility entry, exit, and manifest process, including the following:
 - 4.9.17.1.** The Contractor/subcontractor personnel will receive an orientation and training by the MDOC on security, procedures, etc., inside the correctional facility. The Contractor must maintain a copy of the Contractor/subcontractor personnel's training certificates in the appropriate file for auditing purposes.

- 4.9.17.2. The Contractor/subcontractor personnel must follow all MDOC rules, procedures and security processes at all times.
- 4.9.17.3. The Contractor must ensure that all Contractor/subcontractor personnel working in a correctional facility are familiar and in compliance with the necessary routines and increased awareness of working inside a facility. Working inside the facility requires that the Contractor/subcontractor personnel develop positive and cooperative relationships with MDOC facility staff.
- 4.9.17.4. The Contractor/subcontractor personnel must report any concerns, issues, or rule violations to the MDOC facility staff immediately.
- 4.9.17.5. The Contractor/subcontractor personnel must use the MDOC facility staff as a resource for questions and guidance working with prisoners and inside a correctional facility.
- 4.9.17.6. The Contractor/subcontractor personnel must defer to MDOC correctional facility staff for directions. The Contractor/subcontractor personnel must remember they are a guest in the facility and that security is the first priority of the facility.
- 4.9.17.7. All vehicles entering an MDOC facility will be subject to inspection before entry of the secure perimeter.

4.10. Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15601

- 4.10.1.** The Contractor and the Contractor Personnel must comply with the Final Rule implementing PREA, all applicable PREA Prison and Jail standards including but not limited to Lockup, Community Confinement, and/or Juvenile, and maintain updates as issued by the Department of Justice (DOJ), and MDOC's policies. The Contractor and Contractor Personnel must make itself familiar with and at all times must observe and comply with all PREA regulations that in any manner affect the performance under this Contract. Failure to comply with the PREA Standards and related policies of the MDOC will be considered a breach of contract and may result in termination of the contract. PREA Standards may be obtained from the National PREA Resource Center Homepage | PREA.
- 4.10.2.** Contract Personnel who may have contact with MDOC's prisoners and/or prisoners must complete all PREA training prior to entrance in any MDOC Facility and/or providing any services to MDOC's prisoners. Upon completion, each Contractor Personnel must sign MDOC's training acknowledgement document. Completion dates for computer-based trainings will be documented in MDOC's online vendor training system for each Contractor Personnel.
- 4.10.3.** For Prison-Based Services - The Contractor and/or Contractor's personnel must report any information, allegations or incident(s) concerning violations of PREA as soon as personnel is made aware of the alleged occurrence not later than 72 hours in accordance with the PREA Standards and MDOC Policy.

4.11. Vendor Rules and Regulations

The Contractor will require all contractual staff, including temporary and subcontractor staff, working inside an MDOC correctional facility to review and verify acceptance of the MDOC Vendor Rules and Regulations upon award of Contract. The purpose of the MDOC Vendor Rules and Regulations is to provide the Contractor with general information regarding basic requirements of providing services to the MDOC and provide notice of work rules. Any revisions to the document will be provided to the Contractor throughout the Contract period, and all contractual staff, including temporary and subcontractor staff, must comply with all documentation provided. The Contractor must maintain copies of their staff's completion certificates for auditing purposes.

4.12. Criminal Justice Information Services (CJIS) Compliance

- 4.12.1.** Contractor and subcontractor staff with access to Criminal Justice Information (CJIS) must follow MDOC CJIS Security Policy.
- 4.12.2.** Contractor and subcontractor staff with access to CJIS must sign the CJIS Security Addendum.
- 4.12.3.** Contractor and subcontractor staff with CJIS access must be fingerprinted per MDOC CJIS Security Policy.
- 4.12.4.** Contractor must complete all required CJIS training.

4.13. Overfamiliarity/Unauthorized Contact

- 4.13.1.** Overfamiliarity is strictly prohibited. Overfamiliarity is defined as, establishing a friendship, mutual attraction or intimate relationship with a prisoner.
- 4.13.2.** Examples of overfamiliarity may include, but are not limited to:
 - 4.13.2.1. Conduct which has resulted in or is likely to result in intimacy; a close personal or non-work-related association,
 - 4.13.2.2. Being at the residence of a prisoner,
 - 4.13.2.3. Being at the residence of a prisoner's family,
 - 4.13.2.4. Giving or receiving non-work-related letters, messages, money, personal mementos, pictures, telephone numbers, to or from a prisoner or a family member of a listed visitor of a prisoner,
 - 4.13.2.5. Exchanging hugs with a prisoner,
 - 4.13.2.6. Dating or having sexual relations with a prisoner, etc.
- 4.13.3.** Contact with prisoners beyond program requirements, accepting items, offers of assistance or services are prohibited. Contract staff and volunteers must have no physical contact or close proximity beyond socially acceptable personal space unless same sex residential security staff is conducting pat downs. Any exceptions must have prior written approval of the MDOC Program Manager and the MDOC Contract Manager.

4.13.4. MDOC has the authority to remove Contract staff who are overfamiliar with MDOC prisoners, parolees, and probationers from providing services under the Contract.

5. Project Management

5.1. Project Plan

In accordance with the requirements in 1.19, the Contractor will carry out the project/transition under the direction and control of the Program Manager. Within 15 calendar days of the Effective Date, the Contractor must submit a final project plan to the Program Manager for 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 must provide details for transitioning MDOC to a new solution as outlined in the needs of this Schedule A including, but not limited to a breakdown showing sub-projects, tasks, timeline, and resources required.

5.2. Meetings

The Contractor must attend the following meetings:

5.2.1. Kick-off meeting within 30-calendar days of the Effective Date.

5.2.2. Transition meeting per section 1.18.1.6

5.2.3. Weekly/Bi-weekly implementation update meetings per section 1.18.1.6

5.2.4. Weekly review and status meetings:

5.2.4.1. This meeting will be held between the Contractor's Program Manager and the State, to review the process and performance to the program

5.2.4.2. Quarterly Regional Review meetings

The State may request other meetings, as it deems appropriate.

MDOC utilizes Microsoft TEAMS for virtual meetings. The Contractor must be prepared to participate in Microsoft TEAMS meetings, including the video aspect, if requested. The MDOC reserves the right to change the virtual platform during the contract period.

5.3. Reporting

The Contractor must submit to the Program Manager and any other designated individual(s) the following written reports, meeting the specifications below:

- i. All reports are due on the 20th calendar day of each month, unless otherwise specified in the requirement below.
- ii. Reports must be available via secure Contractor network.
- iii. Existing report modification requests must be completed within 7-days of request.
- iv. A new report(s) must be received within 14-days unless otherwise specified by MDOC.
- v. Any clarification(s) on Reports identified by MDOC, must be provided to the State within 3-business days of receipt of request.
- vi. All reports must be searchable (not an image) and include the ability to export to excel, csv, and .pdf.

5.3.1. Prisoner Commission Reconciliation Reports - Quarterly

5.3.1.1. The Contractor must submit a quarterly reconciliation of commissions earned from Prisoner Store sales with any other funds owed to the State.

5.3.1.1.1. Commission checks are “back paid” – meaning commission checks for the first Quarter (October -December) will be due the 20th day of January.

5.3.1.2. The Contractor must submit a quarterly reconciliation of commissions earned from Prisoner Friends and Family Care Package sales with any other funds owed to the State by the 20th calendar day of the first month after the close of the previous quarter.

5.3.1.2.1. Commission checks are “back paid” – meaning commission checks for the first Quarter (October -December) will be due the 20th day of January.

5.3.2. Prisoner Store Sale Report – Monthly and Annual

Reports must be made available on an Annual and monthly basis – Report information must be presented by Facility. As well as, by commodity to track sales trends across all MDOC facilities.

Reports must include, but are not limited to the following:

5.3.2.1. Itemized purchases by commodity/product type

5.3.2.2. Facility

5.3.2.3. Prisoner name and ID number

5.3.2.4. Order Number

5.3.3. Friends and Family Order Information – Quarterly Report

Information must be made available by:

5.3.3.1. Itemized purchases by commodity/product type

5.3.3.2. Order Number

5.3.3.3. Facility

5.3.3.4. Prisoner ID & Prisoner ID Number

Reports must include, but are not limited to the following:

5.3.3.5. Total number of purchases made through this program.

5.3.3.6. Breakdown of purchases made by: Internet, Telephone, or mail.

5.3.3.7. Breakdown must separate prisoner purchases from friends/family purchases.

5.3.3.8. Relationship of the purchaser to the receiving incarcerated individual.

5.3.4. Prisoner Usage Report (Received) – Ad Hoc

Report must include but not limited to the following information:

- 5.3.4.1. Order number
- 5.3.4.2. Facility
- 5.3.4.3. Prisoner name and ID number
- 5.3.4.4. Method of Payment
- 5.3.4.5. Items purchased and received by individual

5.3.5. Delivery Compliance Report - Monthly

Reports must include, but are not limited to the following:

- 5.3.5.1. Facility Location
- 5.3.5.2. Number of Deliveries per location for the month
 - 5.3.5.2.1. Number of deliveries, delivered inside and outside of Standard Delivery Hours, Standard timeframes and Re-ship timeframes
- 5.3.5.3. Number of returns received by facility
- 5.3.5.4. Report information should be presented by Facility

5.3.6. Technical Issue Resolution Report – Monthly

Reports must include, but are not limited to the following:

- 5.3.6.1. Number of kiosk (to include associated infrastructure issues) in working and non-working/out-of-order status by day Monday – Sunday
- 5.3.6.2. Percentage of non-working/out-of-order kiosks (to include associated infrastructure issues).
 - 5.3.6.2.1. Percentage must not exceed the 10% threshold provided in Metric 4 (Schedule H - Prisoner Store SLAs).
- 5.3.6.3. Service Compliance Reports
 - 5.3.6.3.1. Kiosks out of service by location
 - 5.3.6.3.2. Downtime of kiosk by date and time
 - 5.3.6.3.3. Operational date and time by kiosk
 - 5.3.6.3.4. Ticket history service report information for anything unresolved over 48 hours

5.3.7. Refund/Return Report – Monthly

Reports must include, but are not limited to the following:

- 5.3.7.1. Order number
- 5.3.7.2. Facility
- 5.3.7.3. Prisoner name and ID number
- 5.3.7.4. Method of Payment

5.3.7.5. Items purchased and received by individual

5.3.8. Inventory Outage report - Monthly

Report must include an itemized summary of

5.3.8.1. items that were out-of-stock, including the duration and reason for item outage

5.3.8.2. what measures were taken to substitute items out-of-stock, and

5.3.8.3. how will the Contractor work to avoid future outages.

The Contractor must also provide Vendor Outage Letters (valid for 90 days) for any out-of-stock item.

Failure to provide a Vendor Outage Letter for each out-of-stock item will result in an assessment (Metric 1). Please refer to Schedule H - Prisoner Store SLAs, for further information.

5.3.9. Vending and Photo Ticket Credits Sales Report – Monthly and Ad Hoc

The Contractor must provide a report on sales by facility and Prisoner made through their system for vending credits. The Contractor must work with the MDOC to ensure proper recording and reporting of vending credit sales. The Report must be made available to MDOC Facility staff through the Contractor's system. Staff must be able to generate the vending credit reports as needed from the Contractor's Prisoner Store system.

5.3.10. Sales Commission Reports – Monthly and Quarterly

The Contractor must submit a monthly sales commission report for items purchased by prisoners. The Contractor must also submit on a quarterly basis a sales commission report and payment for items purchased by Friends and Family. The quarterly report is due no later than the 20th calendar day of the first month after the close of the previous quarter (e.g. for the first Quarter (October -December) will be due the 20th day of January) The Contractor is responsible for including the following information within the report:

5.3.10.1. Commissions on all sales made

5.3.10.1.1. Including Friends and Family purchases

5.3.10.1.2. Commissions earned totals must be separated by Prisoner purchases, and Friends and Family purchases.

5.3.10.2. Service Fees Collected – if applicable

5.3.10.2.1. Service fees collected must be separated by Prisoners, and Friends and Family Service Fees.

5.3.10.3. Transaction Fees Billed – if applicable

5.3.10.3.1. Transaction fees billed must be separated by Prisoners, and Friends and Family Transaction Fees.

- 5.3.10.4. Vending Machine Cards/Sales,
- 5.3.10.5. Photo Tickets,
- 5.3.10.6. Metered Stamped Envelopes, and
- 5.3.10.7. Other mutually agreed upon items between the State and the Contractor.

5.3.11. Hosted Service Availability Report – Monthly

The Contractor will provide the State a monthly report describing the Availability of the Hosted Services during that calendar month. The report must include, at a minimum:

- 5.3.11.1. The actual performance of the Hosted Services relative to the Availability Requirements listed in Schedule D – Service Level Agreements for Hybrid Purchases.
- 5.3.11.2. If Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement during the reporting period, a description in sufficient detail to inform the State of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Availability Requirement are fully met.

5.3.12. Employee Roster – Monthly

The Contractor will provide a list of active/current Contract warehouse and any subcontractors (i.e. technicians, delivery drivers, etc.) employees

- 5.3.12.1. Name
- 5.3.12.2. Employee Status
- 5.3.12.3. Background clearance date
- 5.3.12.4. Start Date
- 5.3.12.5. End Date, if applicable when employee departs

6. Pricing

6.1. Price Term

- 6.1.1.** Pricing is firm for a 365-day period (“Pricing Period”). The first pricing period begins on the Effective Date. Adjustments may be requested annually, in writing, by either party and will take effect no earlier than the next Pricing Period.

6.2. Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the

review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

7. Ordering

7.1. Prisoner and Friends and Family Ordering

7.1.1. The Contractor must accept orders in the following formats:

- 7.1.1.1. Online
- 7.1.1.2. Telephone
- 7.1.1.3. Written order/mail

7.1.2. The Contractor must ensure the following:

- 7.1.2.1. Orders are placed by authorized individuals only
- 7.1.2.2. Identify orders of an abnormal nature
- 7.1.2.3. Verify orders identified as abnormal by MDOC
- 7.1.2.4. Orders are verified and are accurate
- 7.1.2.5. Identify incorrect or incomplete orders, and corrective action to be taken

7.1.3. The Contractor must have a mechanism to provide prisoners the ability to place orders by manual process, tablets, and kiosk.

7.1.4. Prisoner Friends and Family must have the ability to place orders by mail, telephone, or internet for prisoners housed in MDOC Facilities.

7.2. Authorizing Document

Prisoners and Family/Friends orders will be placed through Contractor's solution (website, kiosk, etc.). The appropriate authorizing document for the for MDOC Facilities *only* will be Delivery Order (DO) or Delivery Order IT (DOIT1).

8. Invoice and Payment

8.1. Invoice Requirements

8.1.1. All invoices submitted to the State for items listed in section 7.2 must include: (a) date; (b) delivery/purchase order number, if applicable; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) vendor-generated invoice number; and (h) total price.

8.1.2. The Contractor must submit a monthly consolidated statement for all order types separated by products (indigent, prisoner, hygiene kits, TVs, etc.), including unpaid invoices and unapplied credits. The monthly statement must include at a minimum:

- 8.1.2.1. Delivery Order (DO/PO) number, if applicable
- 8.1.2.2. Total outstanding invoice or credit amount(s),
- 8.1.2.3. Invoice or credit memo number(s),
- 8.1.2.4. Invoice or credit memo date(s),
- 8.1.2.5. Invoice due date(s), and
- 8.1.2.6. Summary of accrual of days past due on each invoice.
- 8.1.2.7. Days credit memo has been available.

8.2. Payment Methods

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

8.3. Procedure

The invoices and monthly statement are emailed to MDOC-Accounting@michigan.gov.

The invoices for MDOC facilities purchases including TVs and gift bags must be emailed to the proper regional business office according to the breakout on Schedule G – MDOC Facility Listing

Southern Facilities MDOC-JacksonAP@michigan.gov

Northern Facilities MDOC-KinrossAP@michigan.gov

The contract monitor should be cc'd on invoices and monthly statements.

9. Service-Level Agreement (SLA)

- 9.1. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.
- 9.2. Service Level Agreements are found in Schedule H – Prisoner Store SLAs

10. Procurement, Monitoring and Compliance Division

The Procurement, Monitoring, and Compliance Division (PMCD) provides oversight of MDOC contracts and ensures contractors are delivering services according to contract requirements. They will ensure the contractual requirements are being met through monitoring activities such as: scheduling kick off meetings, developing monitoring plans, managing service level agreements and transition timelines, and partnering with the MDOC program manager to ensure deliverables are met.

Should any issue(s) arise with a contractor's performance, PMCD is engaged to document the issue(s) and may pursue a model of progressive discipline that leverages tools such as meetings, Corrective Action Plan Requests, and Vendor Performance letters. When a Corrective Action Plan Request is issued, the State requires that the Contractor confirm receipt and submit their Plan of Action within the timeframe outlined in the request. The State also requires that the Contractor must cure, at no additional cost to the State, any deficiency identified in a Corrective Action Plan Request. The Plan of Action must include a solution that resolves the issue so that it does not reoccur.

PMCD utilizes a progressive correction process for unsatisfactory vendor performance. PMCD reserves the right to utilize any of its contract compliance tools to address contract deficiency(cies) whether progressive or not. PMCD will utilize corrective action tools according to the significance of the contract deficiency.

SCHEDULE B - PRICING

Prisoner Store and Friends and Family Care Packages

1. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. Quick payment terms: 0% discount off invoice if paid within N/A days after receipt of invoice.
3. The Contractor must indicate the rate/percent of commission that will be collected for Friends and Family Care Packages: **14%**
4. The Contractor must indicate the rate/percent of commission that will be collected and returned to MDOC for Prisoner store Purchases: **14%**
5. Pricing for Store Item are provided on the Excel version of Schedule B – Pricing
6. The items listed below are products available for purchase **ONLY** by MDOC Facilities
 - a. 13” TV - \$237.40
 - b. 15” TV - \$250.00
 - c. Other size TVs – to be quoted by Contractor
 - d. Gift Bags and/or Fundraisers – to be quoted by Contractor

Product Listing

Schedule B - Pricing - Product Listing

Item #	Alias	Description	Pricing	UOM
21	2010	KEEFE COFFEE INST 4 OZ POUCH CLEAR RESEALABLE	\$ 5.39	EA
26	2021	PARAMOUNT CREAMER NON-DAIRY 8 OZ POUCH CLEAR RESEALABLE	\$ 1.77	EA
90	6512	KEEFE HOT SAUCE LA 6 OZ PLASTIC BOTTLE	\$ 1.57	EA
93	6508	TOKYO DINER SOY SAUCE 6 OZ PLASTIC BOTTLE	\$ 2.15	EA
5020801001	8251	UNIQUE SPORTS HEADBAND COTTON/ELASTIC EA WHITE	\$ 2.35	EA
20256	1056	BECKER GLOVE ADDRESS BOOK HARD COVER SMALL 3.75" X 2.65" X .025"	\$ 1.20	EA
355	6506	CACTUS ANNIES JALAPENO PEPPERS SLICED W/BRINE 12 OZ TUB CLEAR	\$ 3.28	EA
80007156	6507	TX TITOS JALAPENO PEPPERS SS SLICED 1 OZ	\$ 0.93	EA
381	6501	VAN HOLTEN PICKLE MILD DILL ONE PICKLE POUCH CLEAR	\$ 1.29	EA
382	6502	VAN HOLTEN PICKLE KOSHER ZESTY GARLIC ONE PICKLE POUCH CLEAR	\$ 1.23	EA
383	6500	VAN HOLTEN PICKLE HOT PICKLE ONE PICKLE POUCH CLEAR	\$ 1.24	EA
416	2028	KEEFE TEA BAGS REGULAR 2 WHITE BOX 48 CT	\$ 2.17	BX
747	4469	CRYSTAL LIGHT SF DRINK MIX SUNRISE 0.16 OZ 1 SRV POUCH	\$ 7.84	BX
1332	6042	MARUCHAN INST LUNCH CHEDDAR CHEESE 2.25 OZ CUP	\$ 1.09	EA
1442	2022	COOL-OFF DRINK MIX SF FRUIT PUNCH 1 OZ POUCH FOIL	\$ 1.91	SP
1444	2203	COOL-OFF DRINK MIX SF LEMONADE 1 OZ POUCH FOIL	\$ 1.91	SP
21288	544	LOOPS FLOSS LOOPS MINT 30 PK	\$ 2.75	EA
80002100	1411	GEN COFFEE CUP W/HANDLE 12 OZ	\$ 0.84	EA
20281	1343	CRAWFORD MIRROR ACRYLIC NO MAGNET	\$ 1.84	EA
80011770	9387	BRUSHY CREEK CHICKEN JERK STYLE 5 OZ POUCH	\$ 5.39	EA
2381	3309	KELLOGGS RICE KRISPIE ORIGINAL 1.3 OZ	\$ 1.07	EA
20204	30	SULFUR 8 SHAMPOO MEDICATED 7.5 OZ	\$ 3.51	EA
2781	6748	JACK LINKS BEEF & CHEESE STICK JALAPENO SIZZLED 1.2 OZ WRAPPED CLEAR	\$ 2.49	EA
3701	2041	KEEFE DRINK MIX FRENCH VANILLA CAPPUCCINO 8 OZ POUCH CLEAR RESEALABLE	\$ 2.16	EA
3718	6741	BRUSHY CREEK SWEET CORN WHOLE KERNEL IN WATER 7 OZ POUCH CLEAR WINDOW	\$ 1.79	EA
3732	6545	KEEFE KITCHENS MAYONNAISE REGULAR 18 OZ PLASTIC BOTTLE CLEAR	\$ 8.24	EA
3954	5099	TODAYS BUSINESS PRODUCTS ID HOLDER PLASTIC	\$ 1.00	EA
4317	6826	FRESH CATCH CHUNKLIGHT TUNA IN WATER 4.23 OZ POUCH	\$ 4.73	EA
20200	31	SULFUR 8 CONDITIONER MEDICATED HAIR & SCALP 2 OZ	\$ 3.51	EA
4386	6181	FRESH CATCH SARDINES HOT TOMATO SAUCE 3.53 OZ POUCH	\$ 2.03	EA

80011166	4258	BAKE CITY SNACK CAKE DOUBLE FUDGE BROWNIE 3 OZ	\$ 1.03	EA
4394	6189	FRESH CATCH FISH STEAKS SPICY MUSTARD SAUCE 3.53 OZ POUCH	\$ 1.31	EA
4397	6721	FRESH CATCH FISH STEAKS IN LA HOT 3.53 OZ POUCH	\$ 1.30	EA
4535	6421	KRAFT SALAD DRESSING RANCH 1.5 OZ PORTION CONTROL PKT	\$ 0.93	EA
4935	2664	VELVEETA MACARONI & CHEESE ORIGINAL 3 OZ POUCH CLEAR WINDOW	\$ 1.34	EA
4938	2667	VELVEETA RICE SPICY CHEESE 2 OZ POUCH CLEAR WINDOW	\$ 0.74	EA
4941	2670	VELVEETA BEANS & RICE SPICY CHEESY 4 OZ POUCH CLEAR WINDOW	\$ 1.59	EA
5070	6600	CACTUS ANNIES TORTILLAS FLOUR 8 OZ 6CT 8 IN BAG CLEAR RESEALABLE	\$ 2.16	EA
5110	6101	MOON LODGE POTATO CHIPS STUFFED JALAPENO 6 OZ BAG FOIL	\$ 2.25	EA
5112	6165	MOON LODGE POTATO CHIPS BBQ 6 OZ BAG FOIL	\$ 2.25	EA
5113	6143	MOON LODGE POTATO CHIPS SOUR CREAM & ONION 6 OZ BAG FOIL	\$ 2.25	EA
5114	6080	THE WHOLE SHABANG POTATO CHIPS ORIGINAL 6 OZ BAG FOIL	\$ 2.25	EA
5115	6081	MOON LODGE POTATO CHIPS RIPPLE 6 OZ BAG FOIL	\$ 2.25	EA
5360	6195	BRUSHY CREEK PREMIUM CHICKEN BREAST 4.5 OZ POUCH	\$ 4.79	EA
5375	6201	MOON LODGE MICROWAVE POPCORN EXTRA BUTTER 2.8 OZ CLEAR PLASTIC OVERWRAP	\$ 0.59	EA
5378	6019	MOON LODGE MICROWAVE POPCORN KETTLE CORN 2.8 OZ CLEAR PLASTIC OVERWRAP	\$ 0.48	EA
80012096	9030	MISKET CHOC & SUGAR COATED CANDIES PLAIN 1.69 OZ	\$ 1.23	EA
5696	4900	FRESH CATCH YELLOWFIN TUNA STEAK SPICY THAI CHILI SAUCE 3.53 OZ POUCH LOW FAT	\$ 2.70	EA
5939	6710	SEVILLA BEANS & RICE CHILI FLAVOR 4.4 OZ POUCH CLEAR WINDOW	\$ 1.07	EA
6052	3333	MARKET SQUARE PEANUT BUTTER WAFER 2PK 12 OZ 2 PAPER BOX	\$ 3.90	BX
6055	3331	MARKET SQUARE CAKE SWISS ROLL 12 OZ 2 PAPER BOX	\$ 3.43	BX
6071	3040	MARKET SQUARE COOKIES ICED OATMEAL 6 OZ CLEAR PLASTIC BAG	\$ 1.70	EA
6076	3007	MARKET SQUARE COOKIES DUPLEX CREMES 14 OZ CLEAR PLASTIC OVERWRAP	\$ 3.21	EA
6077	3033	MARKET SQUARE COOKIES PEANUT BUTTER CREMES 14 OZ CLEAR PLASTIC OVERWRAP	\$ 2.99	EA
6079	3008	MARKET SQUARE COOKIES CHOC CREME 14 OZ CLEAR PLASTIC OVERWRAP	\$ 3.13	EA
6108	6104	SNYDERS PRETZELS BUFFALO WING PIECES 2.25 OZ FOIL BAG	\$ 1.70	EA
6566	2099	PARAMOUNT DRY MILK INST NON FAT 10 OZ POUCH CLEAR RESEALABLE	\$ 3.52	EA

6685	2158	KNORR RICE MIX CHEDDAR BROCCOLI 5.7 OZ POUCH	\$ 2.83	EA
6743	5414	ANDY CAPPS HOT FRIES ORIGINAL 0.85 OZ BAG	\$ 0.98	EA
7022	2015	KEEFE FREEZE DRIED COFFEE COLOMBIAN 3 OZ POUCH CLEAR RESEALABLE	\$ 9.02	EA
7024	2011	KEEFE FREEZE DRIED COFFEE DECAF COLOMBIAN 3 OZ POUCH CLEAR RESEALABLE	\$ 6.97	EA
80012206	9451	ESSICCATA CHICKEN JERKY SWEET CHIPOTLE KOSHER 2 OZ	\$ 3.92	EA
7495	2198	SWISS MISS HOT COCOA MIX RICH CHOC 9 OZ	\$ 1.76	EA
7525	6051	KEEFE KITCHENS RICE INST BROWN 6.5 OZ POUCH CLEAR RESEALABLE	\$ 1.52	EA
7550	6606	MOON LODGE PEANUTS ROASTED & SALTED 1.75 OZ BAG CLEAR WINDOW	\$ 0.56	EA
7551	6607	MOON LODGE PEANUTS HOT HOT HOT 1.75 OZ BAG CLEAR WINDOW	\$ 0.61	EA
80009306	674	HALLS COUGH DROPS CHERRY WRAPPED STICK 9 CT ROLL	\$ 1.67	EA
80008999	2766	ULTRA FIT NUTRITION BAR CHOC PEANUT BUTTER 2.3 OZ	\$ 2.65	EA
7758	5809	MOON LODGE POPCORN CARAMEL 3.53 OZ BAG CLEAR WINDOW	\$ 1.44	EA
10911	2596	MADE W/PHILLY CREAM CHEESE W/JALAPENOS 2 OZ	\$ 0.70	EA
7914	3107	GOLDEN VALLEY CRACKERS SALTINE 16 OZ PAPER BOX	\$ 2.36	BX
7992	6348	CACTUS ANNIES CHEESE CRUNCHY HOT 9.5 OZ BAG CLEAR WINDOW	\$ 2.76	EA
7996	6117	CACTUS ANNIES CHEESE CRUNCHY REGULAR 11 OZ BAG CLEAR WINDOW	\$ 2.87	EA
9590	3115	CHEEZ-IT CRACKERS 1.5 OZ	\$ 1.11	EA
9783	6700	SEVILLA REFRIED BEANS REGULAR 8 OZ POUCH CLEAR RESEALABLE	\$ 1.60	EA
10044	6505	RALSTON OATMEAL VARIETY 13.5 OZ	\$ 3.92	BX
20215	1305	AVIATOR PLAYING CARDS PINOCHLE	\$ 2.25	EA
10251	3060	MARKET SQUARE COOKIES LEMON CREME 14 OZ PLASTIC BAG	\$ 4.06	EA
80008893	6320	TRAILS BEST BEEF STICK BEEF & CHEESE 1 OZ	\$ 1.11	EA
7905	3559	BRIDGFORD PEPPERONI SLICED 3.5 OZ PLASTIC SLEEVE	\$ 2.80	EA
80009782	7657	BLUE MAGIC CONDITIONING HAIR DRESS COCONUT OIL 12 OZ	\$ 4.50	EA
10360	3357	GOLDEN VALLEY CEREAL CINNAMON SQUARES 20 OZ	\$ 6.71	EA
10362	3359	GOLDEN VALLEY CEREAL BERRIES BUNCH O KRUNCH 20 OZ	\$ 7.16	EA
10365	4210	GOLDEN VALLEY CEREAL FRUIT ROLL 20 OZ	\$ 7.52	EA
80005739	2726	DUCHESSE CINNAMON ROLL 4 OZ	\$ 1.14	EA
80011180	4131	BAKE CITY SNACK CAKE BUTTER POUND CAKE 4 OZ	\$ 1.52	EA
10596	2044	PARAMOUNT CREAMER FRENCH VANILLA NON DAIRY 6.75 OZ	\$ 2.29	EA
10355	2739	FRITOS CORN CHIPS CHILI CHEESE 10.5 OZ BAG CLEAR WINDOW	\$ 3.35	EA
10914	4865	SWEET BABY RAYS BBQ SAUCE ORIGINAL 1.5 OZ POUCH	\$ 1.09	EA
20024	1	CRAWFORD SHAMPOO BALSAM & PROTEIN 4 OZ CLEAR BOTTLE	\$ 0.99	EA

20025	2	CRAWFORD CONDITIONER BALSAM & PROTEIN 4 OZ CLEAR BOTTLE	\$ 1.08	EA
20028	210	CRAWFORD LOTION SKIN CARE 4 OZ CLEAR BOTTLE	\$ 0.62	EA
80011451	9466	WHITE RAIN LOTION COCOA BUTTER 12 OZ	\$ 2.55	EA
20068	115	MENNEN SPEED STICK ANTIPERSPIRANT DEODORANT ULTIMATE SPORT 3 OZ STICK MENS	\$ 3.78	EA
20118	1219	PANASONIC BATTERIES D ALK 2 PK	\$ 5.25	PK
20188	90	FRESHSCENT SHAMPOO & CONDITIONER .34 OZ PKT	\$ 0.09	EA
7687	6198	CHEETOS CHEESE CRUNCHY FLAMIN HOT 8 OZ BAG CLEAR WINDOW	\$ 2.77	EA
80011768	9137	BAKE CITY SNACK CAKE LEMON LOAF 4 OZ	\$ 1.52	EA
80009544	7560	MADE WITH KRAFT CHEESE SNACK SPREAD JALAPENO 4 OZ CUP	\$ 1.12	EA
20224	5894	BIC PEN CRYSTAL BLUE	\$ 2.62	CS
20225	5898	BIC PEN CRYSTAL BLACK	\$ 2.62	CS
80009543	7556	MADE WITH KRAFT CHEESE SNACK SPREAD SHARP CHEDDAR 4 OZ CUP	\$ 1.12	EA
20265	1875	CRAWFORD SHOWER SHOE DELUXE MEDIUM SZ 8 BOX	\$ 3.12	EA
20266	3856	CRAWFORD SHOWER SHOE DELUXE LARGE SZ 9 BOX	\$ 3.12	EA
20267	3857	CRAWFORD SHOWER SHOE DELUXE XL SZ 10 BOX	\$ 3.12	EA
20268	3854	CRAWFORD SHOWER SHOE DELUXE SMALL SZ 7 BOX	\$ 3.12	EA
20269	3858	CRAWFORD SHOWER SHOE DELUXE 2XL SZ 11 BOX	\$ 3.12	EA
20272	490	AMERICAN COMB SOAP DISH HINGED	\$ 0.45	EA
2587	6294	BRUSHY CREEK PASTA SAUCE ITALIAN STYLE 4 OZ POUCH CLEAR PLASTIC	\$ 0.94	EA
20309	237	LUBRIDERM LOTION UNSCENTED 6 OZ	\$ 5.00	EA
20377	56	MURRAYS POMADE 4 OZ CLEAR PLASTIC JAR	\$ 2.85	EA
20380	68	LUSTERS OIL LUSTER MOIST 8 OZ PINK	\$ 6.60	EA
20459	537	FRESHMINT TOOTHPASTE .85 OZ 7	\$ 0.25	EA
20474	840	NEW WORLD IMPORTS SHOWER CAP	\$ 0.25	EA
20501	1370	SINGER SEWING KIT NO SCISSORS BOX	\$ 2.15	EA
20522	1315	PRESSMAN TOY CHESS SET W/BOARD	\$ 6.61	EA
20524	1310	PRESSMAN TOY DOMINOES DBL 6 WOODEN NO CS	\$ 2.87	EA
20545	5260	GOODSENSE COUGH DROPS CHERRY RESEALABLE BAG 30 CT	\$ 1.25	EA
20571	341	FRESHSCENT SHAVE CREAM .25 OZ PKT	\$ 0.07	EA
20641	120	LADY SPEED STICK ANTIPERSPIRANT DEODORANT SHOWER FRESH INVISIBLE DRY 1.4 OZ STICK WOMENS	\$ 2.75	EA
20654	220	NEW DAY PETROLEUM JELLY 1 OZ TUBE	\$ 0.65	EA
20714	691	GOODSENSE ARTIFICIAL TEARS .5 OZ BOX 24 PER MASTER CASE	\$ 2.65	EA
20776	444	NEUTRAGENA SOAP FACIAL BAR 3.5 OZ	\$ 4.75	EA
20816	191	GOODSENSE ANTACID LIQUID LIKE MYLANTA MAXIMUM STRENGTH 12 OZ	\$ 6.15	EA

20841	280	GOODSENSE SUNSCREEN LOTION SPF 30 4 OZ	\$ 5.25	EA
20896	716	PEPCID ACID REDUCER AC MAX STRENGTH 20 MG 8 CT	\$ 8.25	EA
21017	530	COOL WAVE TOOTHPASTE GEL FRESH MINT 4 OZ CLEAR TUBE GREEN CLEAR	\$ 1.27	EA
21065	712	PREFERENCE MAXI PAD REGULAR 24 CT	\$ 2.95	BX
80002590	6187	ZAASCHILLA CHIPOTLE SAUCE 9.35 OZ	\$ 3.81	EA
21299	1068	JUSTICE PACKAGING PEN SECURITY BLACK	\$ 0.50	EA
21347	4552	ALPHAGRAPHICS CALENDAR	\$ 1.80	EA
21421	579	MCKESSON ALLERGY GENERIC CHLOR TRIMEN BOX	\$ 0.12	EA
21428	611	MCKESSON ASPIRIN 325 MG 2 PK	\$ 0.37	EA
21430	573	MCKESSON ANTACID TABLETS 420 MG 2 PK	\$ 0.23	EA
21434	728	MEDIPOXEN GENERIC ALEVE 220 MG	\$ 0.27	EA
21497	554	FRESHMINT TOOTHBRUSH ANTISHANK 1/SP 1SP/EA 1/EA	\$ 0.18	EA
21594	435	FRESHSCENT LOTION HAND & BODY .25 OZ PKT	\$ 0.06	EA
21596	784	STAYDENT DENTURE ADHESIVE CREAM 2.4 OZ	\$ 5.00	EA
21613	437	FRESHMINT TOOTHPASTE GEL .28 OZ PKT CLEAR	\$ 0.10	EA
21640	529	NEW WORLD IMPORTS TOOTHBRUSH DENTURE 14	\$ 0.39	EA
21675	1210	ION3 BATTERIES AA ALK CLEAR	\$ 2.85	PK
21676	1200	ION3 BATTERIES AAA ALK CLEAR SHRINK WRAP	\$ 2.99	PK
21692	3682	NEW DAY ACETAMINOPHEN 325 MG CLEAR PLASTIC 100 CT	\$ 2.70	EA
21693	620	NEW DAY IBUPROFEN 200 MG CLEAR PLASTIC BOTTLE 50 CT	\$ 2.50	EA
21694	662	NEW DAY ALLERGY MALEATE 4 MG CLEAR PLASTIC 24 CT	\$ 1.50	EA
21725	123	CRAWFORD DEODORANT PUSH UP .5 OZ STICK CLEAR	\$ 0.60	EA
21807	615	NEW DAY ASPIRIN 325 MG CLEAR PLASTIC 100 CT	\$ 2.55	EA
21821	391	FRESHSCENT DEODORANT GEL .12 OZ PKT	\$ 0.10	EA
21822	582	AMERICAN COMB TOOTHBRUSH CAP WHITE	\$ 0.25	EA
21831	3670	ATHLETES CHOICE WHEY PROTEIN ULTRA 1 LB CLEAR POUCH	\$ 20.00	EA
21867	618	GOODSENSE ANTACID TABLETS CALCIUM TABS ASST FRUIT 150 CT	\$ 3.59	EA
21953	772	NEW DAY COTTON SWAB PAPER STICKS PLASTIC CONTAINER 300 CT	\$ 2.24	EA
22017	534	COVER GIRL CONCEALER SMOOTHERS .14 OZ LIGHT	\$ 9.45	EA
22019	545	COVER GIRL CONCEALER SMOOTHERS .14 OZ MEDIUM	\$ 9.00	EA
22096	397	NEXT 1 SOAP COCOA BUTTER BAR 5 OZ CLEAR PLASTIC	\$ 0.93	EA
22097	424	NEXT 1 SOAP MOISTURIZING BAR 5 OZ CLEAR PLASTIC WHITE	\$ 0.93	EA
22098	426	NEXT 1 SOAP ANTIBACTERIAL SPORT BAR 5 OZ CLEAR PLASTIC	\$ 0.93	EA
22377	202	NEW DAY POWDER BATH & SHOWER 13 OZ CORNSTARCH	\$ 1.90	EA
22685	3923	UNISOURCE PAPER COPY PAPER BOX WHITE	\$ 7.95	EA
22901	1125	GEN PHOTO ALBUM HARD COVER LARGE 24 PAGES BOX	\$ 2.62	EA
22951	48	SOFTEE CONDITIONER COCONUT OIL 5 OZ CLEAR JAR	\$ 2.11	EA
22963	567	ALKA SELTZER PLUS PAIN RELIEF CITRUS COLD & FLU BLISTER PK UPC CODED 2 PK	\$ 1.70	EA

22982	3674	GOODSENSE LORATIDINE 10 MG LIKE CLARITIN	\$ 1.90	EA
24068	113	LADY SPEED STICK ANTIPERSPIRANT DEODORANT POWDER FRESH INVISIBLE DRY 1.4 OZ	\$ 2.52	EA
24122	199	GOODSENSE COUGH DROPS HONEY LEMON RESEALABLE BAG 30 CT	\$ 1.25	EA
24125	590	FRESHMINT DENTURE TABLET 40/BX 2 40 CT	\$ 3.04	BX
24126	251	CAREALL ATHLETE FT CREAM 1% TOLNAFTATE .5 OZ	\$ 1.26	EA
24150	1401	CRAWFORD BOWL 1.6 QT BOX	\$ 2.45	EA
24222	244	SHEFFIELD LABS ANTIFUNGAL CREAM CLORTRIMAZOLE 1.25 OZ	\$ 3.25	EA
24316	5227	AMERFRESH SHAMPOO DANDRUFF .35 OZ PKT	\$ 0.10	EA
24322	382	TOPS FILE FOLDER VELCRO STRAP LEGAL SIZE BOX	\$ 2.80	EA
24338	1666	GOODSENSE NAPROXEN TABLETS 220 MG LIKE ALEVE 50 CT	\$ 4.39	EA
24353	28	GOODSENSE SHAMPOO COAL TAR 5% LIKE T GEL 8.5 OZ	\$ 4.31	EA
24409	320	MAGIC SHAVE SHAVE CREAM REGULAR 6 OZ	\$ 7.50	EA
24506	1341	U S SAFETY TWEEZERS PLASTIC 4 IN BOX	\$ 1.00	EA
24526	614	MCKESSON ACETAMINOPHEN NON ASPIRIN REGULAR 325MG 2 2 PK	\$ 0.11	EA
24573	1077	GEN PENCIL #2 W/ERASER	\$ 0.24	EA
24583	862	BIC PEN CRYSTAL 2 PK BLUE	\$ 1.02	EA
24584	863	BIC PEN CRYSTAL 2 PK BLACK	\$ 1.02	EA
24725	260	CAREALL MUSCLE RUB LIKE BENGAY 3 OZ	\$ 2.80	EA
24806	517	FRESHMINT TOOTHPASTE SENSITIVE LIKE SENSODYNE 4.3 OZ	\$ 1.25	EA
24905	306	FRESHSCENT AFTER SHAVE ALCOHOL FREE 4 OZ	\$ 3.81	EA
24936	355	ELEMENTZ SHAMPOO THICK 15 OZ	\$ 3.85	EA
24938	362	ELEMENTZ SHAMPOO DANDRUFF ALMOND SHEA 15 OZ	\$ 4.34	EA
24939	358	ELEMENTZ CONDITIONER ALMOND/SHEA 15 OZ	\$ 3.21	EA
24941	363	ELEMENTZ GEL FIRM HOLD 15 OZ	\$ 4.44	EA
24942	361	ELEMENTZ BODY WASH 3 IN 1 COCO LIME 15 OZ	\$ 4.63	EA
24943	336	ELEMENTZ BODY WASH SEA MINERALS 15 OZ	\$ 3.77	EA
24945	335	ELEMENTZ BODY WASH SEA ALGAE EXT 15 OZ	\$ 4.45	EA
24967	212	INFUZED LOTION DLY BDY COCONUT LIME 15 OZ	\$ 3.39	EA
24968	214	INFUZED LOTION COCOA SHEA BODY 15 OZ	\$ 2.59	EA
26256	479	EEZ THRU DENTAL FLOSS THREADERS 25 PK	\$ 3.00	BX
29072	964	GALLANT THINKING OF YOU CARD WOOD WIND	\$ 1.12	EA
40607	4150	CORNER STORE CANDY SOUR FRUIT BALLS 4.25 OZ PRINTED BAG	\$ 1.51	EA
40629	4156	CORNER STORE CANDY VANILLA CARAMELS 3 OZ PRINTED BAG	\$ 1.32	EA
40677	4152	CORNER STORE CANDY ALL-STARS 3.75 OZ POUCH CLEAR	\$ 1.10	EA
72149	3891	TODAYS BUSINESS PRODUCTS EAR PLUGS FOAM	\$ 0.30	EA
80000016	4229	WHITE RAIN SHAMPOO APPLE BLOSSOM 15 OZ	\$ 2.38	EA
80000022	713	CHARM TEX PANTY LINERS 22 CT	\$ 2.15	EA

80000149	10	ALBERTO VO5 SHAMPOO EXTRA BODY 12.5 OZ	\$ 2.06	EA
80000150	11	ALBERTO VO5 CONDITIONER EXTRA BODY 12.5 OZ	\$ 2.06	EA
80000226	2436	VO5 3 IN 1 OCEAN SURGE 12.5 OZ MENS	\$ 2.64	EA
80000305	587	ORALINE TOOTHBRUSH SECURITY FLEX CROSSOVER 4 IN	\$ 0.35	EA
80000398	395	AMBI SOAP COMPLEXION CLEANSING BAR 3.5 OZ	\$ 3.01	EA
80000495	6610	GOLDEN VALLEY BAGEL PLAIN 4 OZ IND WRAPPED	\$ 0.76	EA
80000496	6612	GOLDEN VALLEY BAGEL CINNAMON RAISIN 4 OZ IND WRAPPED	\$ 0.77	EA
80000503	1747	COVER GIRL MASCARA LASH BLAST CLUMP CRUSHER BROWN WOMENS	\$ 10.75	EA
80000894	6148	MOON LODGE POTATO CHIPS BUFFALO WING BLUE CHEESE 6 OZ BAG FOIL	\$ 2.25	EA
80000969	4808	COOKS SPORK CO-POLYMER TAN	\$ 0.35	EA
80000977	1153	WALLACE PACKAGING SPORK MEDIUM WEIGHT PROPYLENE IND WRAPPED WHITE	\$ 0.08	EA
80001101	5940	WET N WILD LIPSTICK .13 OZ BREEZE WOMENS	\$ 1.50	EA
80001146	4187	SWISS MISS HOT COCOA W/MARSHMALLOWS .73 OZ	\$ 2.94	BX
80001639	4951	OVAEASY EGG CRYSTALS 2.1 OZ	\$ 6.03	EA
80001716	3581	BRUSHY CREEK SUMMER SAUSAGE HOT & SPICY 1.625 OZ	\$ 1.03	EA
80001720	3585	BRUSHY CREEK SUMMER SAUSAGE REGULAR 5 OZ	\$ 2.74	EA
80001722	3487	BRUSHY CREEK SUMMER SAUSAGE HOT & SPICY 5 OZ	\$ 2.74	EA
80001723	2385	BRUSHY CREEK SUMMER SAUSAGE SALAMI 5 OZ	\$ 2.74	EA
80001734	2289	WYLLERS DRINK MIX SF TEA W/LEMON .47 OZ 9	\$ 2.45	BX
10354	2740	DORITOS TORTILLA CHIPS COOL RANCH 8 OZ BAG CLEAR WINDOW	\$ 2.84	EA
80002197	7592	FRESHMINT DENTURE ADHESIVE 2.4 OZ	\$ 4.25	EA
80002308	7590	TACO BELL SEASONING ORIGINAL 1 OZ	\$ 1.22	EA
10514	6151	DORITOS TORTILLA CHIPS NACHO CHEESE 8 OZ BAG CLEAR WINDOW	\$ 2.84	EA
80002949	510	AIM CAVITY TOOTHPASTE MINT GEL 5.5 OZ	\$ 2.50	EA
80002783	521	COLGATE WHITENING TOOTHPASTE BAKING SODA & PEROXIDE 6 OZ FROSTY MINT	\$ 5.25	EA
80002883	4899	MASON VITAMIN PROBIOTIC VEGGIE CAPS 40 CT	\$ 12.08	EA
80002971	5104	GOLDEN VALLEY CEREAL CHOC FROSTED FLAKES 20 OZ	\$ 4.93	EA
80003008	5156	WHOLE SHABANG SNACK MIX 6 OZ	\$ 2.25	EA
80003009	884	NATURAL CHOICE VITAMIN E 100IU 100 CT	\$ 6.12	EA
80003065	439	NEXT 1 SOAP DEODORANT HYPOALLERGENIC 3 OZ WRAP TRANSLUCENT	\$ 0.66	EA
80003258	94	HERITAGE HAIRSPRAY ALCOHOL FREE 8 OZ	\$ 1.94	EA
80003351	6216	KING NUT PEANUTS HONEY ROASTED 2.5 OZ	\$ 0.92	EA
80010128	4155	CORNER STORE CANDY SF ALL STARS 1.75 OZ	\$ 1.91	EA
80003356	6214	KING NUT SUNFLOWER KERNELS ROASTED & SALTED 3.25 OZ	\$ 1.30	EA
80003371	6213	KING NUT SNACK MIX HEALTHY 3.25 OZ	\$ 1.68	EA

80003373	6217	KING NUT SNACK MIX TROPICAL 4 OZ	\$ 1.48	EA
80003392	583	MCKESSON IBUPROFEN 200 MG 2 PK	\$ 0.35	EA
80003408	6241	KING NUT MIXED NUTS W/PEANUTS 10 OZ	\$ 4.44	EA
80003420	671	GOODSENSE COUGH DROPS MENTHOL 30 CT BAG	\$ 1.25	EA
80003592	2134	NEW LEAF HEALTH SHAKE CHOC 2 OZ	\$ 2.67	EA
80003593	2136	NEW LEAF HEALTH SHAKE VANILLA 2 OZ	\$ 2.67	EA
80003818	24	NEW WORLD IMPORTS HAIR BRUSH MILITARY STYLE	\$ 1.40	EA
80004166	835	WAVE ENFORCER WAVE CAP BLACK	\$ 2.29	EA
80004841	7994	TAMPAX TAMPONS SUPER ABSORBENCY UNSCENTED 40 CT	\$ 12.00	EA
80005364	2307	MINUTE RICE INST WHITE 8 OZ POUCH CLEAR RESEALABLE	\$ 1.52	EA
4391	6191	FRESH CATCH PINK SALMON FLAKES IN WATER 3.53 OZ POUCH LOW FAT	\$ 2.25	EA
80005456	650	HEALTH A2Z BISACODYL LAXATIVE TABLETS 5 MG 25 CT	\$ 1.20	EA
80005478	351	GOODSENSE COLD RELIEF PLUS EFFERVESCENT TABLETS 20 CT	\$ 6.49	EA
80005524	249	GOODSENSE HYDROCORTISONE CREAM ANTI ITCH 1% 1 OZ	\$ 2.50	EA
80005555	4165	CORNER STORE CANDY GUMMI BEARS 4 OZ BAG	\$ 1.81	EA
80005556	4166	CORNER STORE CANDY NEON WORMS 4 OZ BAG	\$ 1.72	EA
80005605	6249	PAMPA BARBECUE SAUCE ORIGINAL 18 OZ PLASTIC BOTTLE	\$ 2.41	EA
80009870	2074	TOAST EMS TOASTER PASTRIES BROWN SUGAR CINNAMON 10.2 OZ	\$ 3.01	EA
80006145	1415	GEN CUP W/LID 22 OZ WHITE	\$ 0.43	EA
80006147	4234	GEN THERMAL MUG 22 OZ CLEAR	\$ 2.34	EA
80006232	654	GEISS GOOD SENSE PSYLLIUM POWDER SUGAR FREE NATURAL ORANGE 15 OZ	\$ 15.00	EA
80010390	9464	CORNER STORE JAWBREAKER NUCLEAR BLAZE BLAST 3 OZ 48 PER CASE	\$ 1.72	EA
80006670	7411	GARDETTOS SNACK MIX ORIGINAL 2.5 OZ	\$ 2.21	EA
80006850	4431	CLOVERHILL CHEESE DANISH STRAWBERRY 4.25 OZ CLEAR PLASTIC WRAP	\$ 1.29	EA
80006851	4430	CLOVERHILL CHEESE DANISH BLUEBERRY 4.25 OZ CLEAR PLASTIC WRAP	\$ 1.29	EA
80007056	1705	GOOD SENSE INSOLE DOUBLE FOAM CUT TO SIZE MENS	\$ 4.16	EA
80007064	6632	COLONNA BROTHERS SPICE CHOPPED ONION 1.75 OZ PLASTIC BOTTLE	\$ 1.72	EA
80007067	6272	COLONNA BROTHERS SPICE GARLIC POWDER 2.5 OZ PLASTIC BOTTLE	\$ 1.66	EA
80007072	2693	COLONNA BROTHERS SPICES SEASONED SALT 4.75 OZ PLASTIC BOTTLE	\$ 1.68	EA
80007075	6453	RISPARMIO CHEESE GRATED ITALIAN BLEND 3 OZ PLASTIC BOTTLE	\$ 3.02	EA
80012179	9323	MARKET SQUARE SNACK CAKE HONEY BUN ICED 6 OZ CLEAR PLASTIC WRAP	\$ 1.62	EA

80008663	1060	BOARDROOM PAPER 50 CT PAD 8.5 X 11 WHITE	\$ 1.74	PAD
80007168	655	GOODSENSE STOMACH RELIEF BISMUTH REGULAR STRENGTH LIQUID 8 OZ PINK	\$ 4.21	EA
80007341	3223	AUSTIN SANDWICH CRACKERS PB ON CHEESE PLASTIC WRAPPED W/BOX	\$ 0.89	EA
80007342	3222	AUSTIN SANDWICH CRACKERS TOASTED PB PLASTIC WRAPPED W/BOX	\$ 1.22	EA
80007535	3141	GAMESA CRACKERS CRACK-ETS 3.45 OZ	\$ 1.00	EA
80007581	4971	BOYER CANDY CHOC PB 1.6 OZ	\$ 1.37	EA
80007674	910	GEN MASCARA MEGA PROTEIN .21 OZ VERY BLACK	\$ 3.25	EA
80007677	500	COOL WAVE MOUTHWASH ALCOHOL FREE 8 OZ	\$ 1.06	EA
80007964	6650	KEEFE SUGAR SUBSTITUTE SACCHARIN PINK 10 CT	\$ 0.98	PK
80008031	3136	SUNKIST DRINK MIX SF ORANGE .74 OZ	\$ 2.01	BX
80008033	5899	WYLLERS DRINK MIX SF ISLAND PUNCH BLUE OCEAN 1.18 OZ 10 CT	\$ 1.98	BX
80008034	3644	WYLLERS ISLAND PUNCH DRINK MIX SF RADICAL LEMON BERRY 1.18 OZ 1	\$ 2.14	BX
80008041	4145	CORNER STORE CANDY STARLIGHT MINTS 3.75 OZ BAG	\$ 0.93	EA
80008053	2469	DUKAL DENTURE CUP 2 CLEAR	\$ 2.37	EA
80008055	2486	RIKAYAH BODY SPRAY RAINEYS SECRET 2 OZ	\$ 5.75	EA
80008056	2494	GOOD SENSE LIP BALM TROPICAL SPF 45 .15 OZ	\$ 1.32	EA
80008098	870	SOFT PICKS TEETH CLEANERS ORIGINAL	\$ 3.94	PK
80008108	4100	CORNER STORE CANDY BUTTERSCOTCH DISCS 4.25 OZ BAG	\$ 1.44	EA
80008112	2506	HAWAIIAN PUNCH DRINK MIX SF POLAR BLAST .88 OZ	\$ 2.14	BX
80008178	3257	NUTRIGRAIN CEREAL BAR STRAWBERRY 1.3 OZ 9	\$ 0.63	EA
80008179	3389	NUTRIGRAIN CEREAL BAR BLUEBERRY 1.3 OZ 9	\$ 0.63	EA
80007705	9463	EILLIENS TAFFY STRAWBERRY SUGAR FREE 3 OZ	\$ 2.70	EA
80008267	5563	WET N WILD EYELINER MEGA LAST RETRACTABLE BLACK	\$ 3.60	EA
80008268	5505	WET N WILD EYELINER MEGA LAST RETRACTABLE DARK BROWN	\$ 3.60	EA
80008352	3659	MAXWELL HOUSE COFFEE SELECT ROAST 8 OZ	\$ 10.88	EA
80008374	3800	SEVILLA BLACK BEANS SPICY 8 OZ	\$ 1.60	EA
80008460	1239	THREE A PLAYING CARDS	\$ 1.08	EA
80008495	106	POWER UP ANTIPERSPIRANT DEODORANT BLOOM 2.5 OZ CLEAR WOMENS	\$ 2.87	EA
80008518	102	POWER UP ANTIPERSPIRANT DEODORANT FORCE 2.5 OZ CLEAR	\$ 3.25	EA
80008519	107	POWER UP DEODORANT DRIVE 2.5 OZ CLEAR	\$ 2.19	EA
80008581	7519	JACK LINKS CHICKEN TENDER BITES SWEET BBQ 1 OZ	\$ 2.41	EA
80002773	9439	NEMCO Mixed Vegetables MICROWAVABLE 4 OZ 9 PLASTIC CUP	\$ 0.98	EA
80008623	4223	PURE KICK DRINK MIX CITRUS .106 OZ	\$ 2.11	BX
22114	725	TAMPAX TAMPON SUPER 10 CT BOX WOMENS	\$ 4.25	BX

10358	4783	CHICKEN OF THE SEA SARDINES LA HOT SAUCE 3.53 OZ POUCH	\$ 1.65	EA
80008680	4293	COAST BAR SOAP CLASSIC SCENT 4 OZ	\$ 0.95	EA
80008684	680	SUNDANCE MULTIVITAMIN ONE DAILY ESSENTIALS 60 CT	\$ 3.25	EA
80008745	3975	PURE KICK DRINK MIX STRAWBERRY WATERMELON .106 OZ	\$ 2.11	BX
80008871	3804	MICHIGAN DOC KIT STAMPED ENVELOPE 1/KT	\$ 0.94	KIT
80009871	1953	TOAST EMS TOASTER PASTRIES STRAWBERRY 10.2 OZ	\$ 3.01	EA
80008920	65	SOFTEE CURL ACTIVATOR EXTRA DRY 8 OZ CLEAR JAR	\$ 4.11	EA
80008954	681	SUNDANCE MULTIVITAMIN W/ IRON 60 CT	\$ 6.15	EA
80008965	4492	GEN HAIR PIK FLEXIBLE 5 IN 57 BLACK	\$ 0.36	EA
80007114	2689	DUCHESS DONUTS CHOC GEMS 3 OZ SLEEVE 6 CT	\$ 1.75	EA
80009091	1066	GEN CARBON PAPER 30/PK	\$ 7.38	PK
80009093	2583	SUNDANCE VITAMIN C 500 MG PLUS RH 90 CT	\$ 3.80	EA
80009094	658	SUNDANCE VITAMIN D3 1000 IU 25 MCG 100 CT	\$ 3.85	EA
80009183	3279	FUNABLES FRUIT SNACK MIXED BERRIES 2.5 OZ	\$ 1.47	EA
80009303	3052	MARKET SQUARE COOKIES VANILLA WAFERS 12 OZ	\$ 2.54	EA
7683	6152	CHEETOS CHEESE CRUNCHY 9 OZ BAG CLEAR WINDOW	\$ 3.80	EA
80009326	5183	BENEFIBER FIBER SUPPLEMENT ON THE GO 3	\$ 0.95	EA
80009376	6590	GEN PROTEIN POWDER VEGETABLE 16 OZ	\$ 28.56	EA
80009432	4148	MELINDAS WING SAUCE SPICY GARLIC PARMESAN 12 OZ	\$ 5.88	EA
80009442	6592	SUNDANCE TURMERIC CURCUMIN COMPLEX W/BLK PEPPER 60 CT	\$ 6.30	EA
80009462	4901	OSCAR MEYER BACON PRECOOKED 2.52 OZ	\$ 6.08	EA
80005365	6204	DORITOS TORTILLA CHIPS SPICY SWEET CHILI 7.5 OZ CLEAR WINDOW BAG	\$ 3.32	EA
80007119	3643	DUCHESS DONUTS POWDERED SUGAR GEMS 3 OZ SLEEVE 6 CT	\$ 1.75	EA
80009547	3110	KELLOGGS CRACKERS CLUB 12.5 OZ	\$ 7.11	EA
80009599	42	CORNER STORE CANDY PEACH RINGS 3 OZ	\$ 2.61	EA
80009600	4024	CORNER STORE CANDY SOUR WATERMELON SLICES 3 OZ	\$ 1.73	EA
80010827	3081	KRAFT CHEESE MOZZARELLA SNACK SPREAD 4 OZ CUP	\$ 1.49	EA
80009796	227	POWER UP LOTION COCOA BUTTER 15 OZ	\$ 2.25	EA
80009813	502	WHITE RAIN CONDITIONER OCEAN MIST MOISTURIZING 15 OZ	\$ 2.38	EA
80009857	3679	GOODSENSE COUGH DROPS SF HONEY LEMON 25 CT	\$ 1.85	EA
10525	2736	RUFFLES POTATO CHIPS CHEDDAR & SOUR CREAM 5.5 OZ BAG FOIL	\$ 3.88	EA
10220	6542	MARIO OLIVE CONDIMENT OLIVES 2.3 OZ POUCH	\$ 3.83	EA
80010068	6171	CACTUS ANNIES CORN CHIPS HOT 12 OZ	\$ 2.63	EA
80010070	6155	CACTUS ANNIES CORN CHIPS ORIGNAL 13 OZ	\$ 2.60	EA
80010071	1042	QUALITY PARK ENVELOPE SELF SEAL BROWN KRAFT 10 X 15 2	\$ 0.64	EA
80010081	792	PREFERENCE MAXI PAD SUPER EACH EQUALS 22CT BOX WOMENS	\$ 2.25	EA

80010105	1011	ISLAND BRAND ENVELOPE #6 GUMMED 3/4	\$ 0.10	EA
80010106	1010	ISLAND BRAND ENVELOPE # 10	\$ 0.10	EA
80010107	5781	CLOVERHILL HONEY BUN CHOC ICED 4 OZ	\$ 1.94	EA
80010112	4530	QUALITY PARK ENVELOPE JUMBO CATALOG KRAFT 15 X 20 BROWN	\$ 1.60	EA
80010125	4189	SKITTLES DRINK MIX TROPICAL VARIETY 3.03 OZ 30 CT	\$ 8.33	BX
80010130	1818	RIGHT CHOICE TOILET TISSUE 2 PLY 9 500 SHEETS PER ROLL	\$ 0.82	EA
80010157	4170	COLONNA SEASONING RANCH 3.5 OZ	\$ 2.45	EA
80010373	241	NOXZEMA FACIAL CLEANSER ORIGINAL 8 OZ	\$ 8.40	EA
80010453	1502	MASCOT CANDY PEANUT CRUNCH BAR 1.65 OZ 2	\$ 1.22	EA
80012097	7730	MISKET CHOC & SUGAR COATED CANDIES ROASTED PEANUTS 1.74OZ	\$ 1.23	EA
80010759	259	CAREALL CHEST RUB MEDICATED 4 OZ	\$ 2.47	EA
80010778	2359	GOODY PONYTAILER ELASTIC 4 MM BLACK	\$ 2.95	PK
80010780	6417	KEEFE KITCHENS PEANUT BUTTER CREAMY 16 OZ	\$ 4.21	EA
80010781	6418	KEEFE KITCHENS PEANUT BUTTER CRUNCHY 16 OZ	\$ 4.21	EA
1712	6174	BRUSHY CREEK CHILI HOT W/BEANS 11.25 OZ POUCH	\$ 3.73	EA
80010853	6498	EVERYDAY PEPPER SHAKER 1.5 OZ TOAST	\$ 1.47	EA
80010865	6497	EVERYDAY SALT SHAKER 4 OZ ALMOND	\$ 0.95	EA
80010960	4797	STARBURST FRUIT CHEWS ASSORTED 3.5 OZ	\$ 2.65	EA
80012652	9470	ACNE FREE TERMINATOR 10 BENZOYL PEROXIDE 10 PCT 1 OZ	\$ 8.75	EA
80012197	9333	CREMICA COOKIES CLASSIC MELTO VANILLA CREME 2.5 OZ	\$ 1.23	EA
80010982	4278	SEVILLA SAZON CON CULANTRO Y ACHIOTE 1.5 OZ PLASTIC BOTTLE	\$ 1.93	EA
80011025	1252	SCOTTS CANDY BAR DARK CHOC SEA SALT CARAMEL 2.2 OZ	\$ 1.72	EA
80011028	1947	SCOTTS CANDY BAR PECANBACKS 2.2 OZ	\$ 1.84	EA
80011041	1306	SCOTTS CANDY BAR CHOC ALMOND 2.2 OZ	\$ 1.76	EA
80010435	6358	PPI HONEY SINGLE SERVE 9 GRAM	\$ 0.25	EA
80011069	6262	SALAD FRESH MAYONNAISE 9 GR	\$ 1.62	BAG
80011072	6263	SALAD FRESH MUSTARD 4.5 GR	\$ 1.80	BAG
80011073	6264	LUCKY FRESH KETCHUP 9 GR	\$ 1.50	BAG
80011086	3208	MASON VITAMINS GLUCOSAMINE COMPLEX PLUS MSM 90 CT	\$ 15.25	EA
80011089	3225	QUAKER INST OATMEAL ORIGINAL 9.8 OZ	\$ 3.33	BX
80011114	3220	FREESTYLE HAIR COMB 7 IN	\$ 0.15	EA
80011124	343	MCKESSON VAGINAL ANTIFUNGAL CREAM MICONAZOLE 7 1.59 OZ EA TUBE	\$ 11.80	EA
1711	6173	BRUSHY CREEK CHILI W/BEANS 11.25 OZ POUCH	\$ 3.88	EA
1710	6172	BRUSHY CREEK CHILI NO BEANS 11.25 OZ POUCH	\$ 5.27	EA
80011319	9465	WHITE RAIN LOTION ALOE 12 OZ	\$ 2.55	EA
4385	6178	FRESH CATCH MACKEREL FILLETS IN OIL 3.53 OZ POUCH	\$ 2.46	EA
80011328	8988	FRESH CATCH YELLOW FIN TUNA STEAK CHIPOTLE SAUCE 3.53 OZ POUCH	\$ 2.70	EA

80011336	4078	JUMBO FLOW CANDY BAR CHOCOLATY 1.69 OZ	\$ 1.62	EA
80011379	4134	NAIR BODY CREME OATMEAL VANILLA 7.9 OZ	\$ 8.25	EA
80011387	8756	TWISTED NOODLES RAMEN LOW SODIUM SPICY VEGETABLE 3 OZ CLEAR	\$ 0.53	EA
6646	6067	MARUCHAN RAMEN CHILI LOW SO 3 OZ PILLOW PK CLEAR WINDOW	\$ 0.85	EA
80011393	9264	TWISTED NOODLES RAMEN CHILI 3 OZ CLEAR	\$ 0.53	EA
80011395	9265	TWISTED NOODLES RAMEN CHICKEN 3 OZ CLEAR	\$ 0.53	EA
80011499	4262	SUMMERS EVE DOUCHE XTRA CLEANSING VINEGAR & WATER 9 OZ EA	\$ 6.00	EA
80011567	861	TRIM NAIL CLIPPER NO FILE 2 BLISTER CARD	\$ 0.55	EA
80011571	4133	MCKESSON MEDI FIRST PAIN RELIEF PREMENSTRUAL 2 PK	\$ 0.52	EA
80011574	5785	PACIFIC WORLD TRIM SIMPLY FOOT PUMICE SPONGE	\$ 3.65	EA
80011762	7683	WELCHS JAM STRAWBERRY .5 OZ	\$ 2.59	BAG
80011763	4407	WELCHS JELLY GRAPE .5 OZ	\$ 2.27	BAG
175	6422	CITY COW CHEESE BAR CHEDDAR 4 OZ WRAPPED CLEAR	\$ 4.39	EA
80011774	9140	KEEFE COFFEE COLOMBIAN FD HAZELNUT .053 OZ SS	\$ 4.90	BAG
80011837	7713	MOON LODGE POTATO CHIPS SPICY DILL KETTLE 6 OZ	\$ 2.30	EA
80011838	7715	MOON LODGE POTATO CHIPS HOT CHILI & LIME KETTLE 6 OZ	\$ 2.30	EA
80011886	9270	TWISTED NOODLES RAMEN TEXAS BEEF 3OZ CLEAR WINDOW	\$ 0.53	EA
80011891	9271	TWISTED NOODLES RAMEN CAJUN CHICKEN 3OZ CLEAR WINDOW	\$ 0.53	EA
9	6048	MARUCHAN RAMEN BEEF 3 OZ PILLOW PK CLEAR WINDOW	\$ 0.85	EA
80011953	9121	CACTUS ANNIES SNACK MIX SPICY PARTY MIX 5 OZ BAG	\$ 1.91	EA
80011981	9117	MOON LODGE SNACK JALAPENO MINI PRETZELS 4 OZ BAG	\$ 1.72	EA
80012075	5240	SUNDANCE VITAMIN FISH OIL 1200MG 100CT BOTTLE	\$ 9.25	EA
80012171	9081	EMERSON-DR. SCHOLLS CORN REMOVER DURAGEL	\$ 4.00	PK
80011125	4127	FRESH CATCH FISH STEAKS IN CHILI LIME SAUCE 3.53 OZ POUCH	\$ 2.52	EA
80012269	4220	HOUSEHOLD HELPERS SHOELACES FLAT ATHLETIC 36 IN WHITE	\$ 0.96	EA
80012308	651	GOODSENSE PAIN RELIEF HEMORRHOIDAL OINTMENT 2 OZ	\$ 3.75	EA
80012320	720	FRESHSCENT FOOT POWDER 4 OZ	\$ 2.03	EA
5016901099	7043	COLEMAN CABLE EXTENSION CORD HOUSEHOLD 9 FT EA	\$ 5.00	EA
178	6449	CITY COW CHEESE BAR HOT PEPPER 4 OZ WRAPPED CLEAR	\$ 4.39	EA
5029801099	1256	GRAINGER EAR PLUGS NO CORD EA GREEN	\$ 0.30	EA
5077401099	1255	KOSS EARBUD KE5K STEALTH EA BLACK	\$ 6.43	EA
5079501099	7101	GEN ADAPTER MONO TO STEREO MINI AD29 EA	\$ 1.67	EA
5082901099	7111	SUN HEADPHONE CORD NON COILED W/MINI JACK 6 FT EA BLACK	\$ 2.95	EA
5115501099	797	LEXINGTON COSMETIC BAG CLEAR	\$ 6.85	EA
5172801099	4786	SUN EARBUD 6 FT EA CLEAR	\$ 5.40	EA

8169101004	4550	KEIRTO SUNGLASS CASE SOFT W/DRAWSTRING BLACK	\$ 2.51	EA
8273001099	1633	GEN MOUTH GUARD EA CLEAR	\$ 3.75	EA
8334701024	2656	CHARM TEX SHOWER SHOE PVC SZ - 11/12 XL EA PLASTIC BROWN MENS	\$ 5.15	EA
8334801024	2683	CHARM TEX SHOWER SHOE PVC SZ - 13/14 2XL EA PLASTIC BROWN MENS	\$ 5.15	EA
8334901024	4812	CHARM TEX SHOWER SHOE PVC SZ - 15/16 3XL EA PLASTIC BROWN MENS	\$ 5.15	EA
80012558	9492	HARVEST CREEK RTE MEALS CHICKEN SALAD 2.6 OZ POUCH	\$ 3.87	EA
80002452	9493	NEMCO MUSHROOMS CUPS 4 OZ 96 PER CASE	\$ 1.27	EA
4494	3098	PREMIUM SALTINE CRACKERS UNSALTED TOPS 16 OZ 1/SL BOX	\$ 5.39	BX
5377	6200	MOON LODGE MICROWAVE POPCORN NATURAL 2.8 OZ CLEAR PLASTIC OVERWRAP	\$ 0.74	EA
24155	4243	COVER GIRL FOUNDATION SMOOTHERS 1 OZ CLASSIC IVORY #710	\$ 10.25	EA
22868	852	COVER GIRL BLUSH CHEEKERS .12 OZ PLUM PLUSH 117 WOMENS	\$ 8.00	EA
80008238		SWISS MISS HOT COCOA MILK CHOC NO SUGAR ADDED .73 OZ 9	\$ 0.78	EA

SCHEDULE C – INSURANCE REQUIREMENTS

Prisoner Store and Friends and Family Care Packages

1. General Requirements

Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.

2. Qualification of Insurers

Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.

3. Primary and Non-Contributory Coverage

All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.

4. Claims-Made Coverage

If any required policies provide claims-made coverage, Contractor must:

- 4.1. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
- 4.2. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.

5. Proof of Insurance.

- 5.1. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 business days of the contract execution date.
- 5.2. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
- 5.3. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
- 5.4. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
- 5.5. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification or authorization, and audited financial statements.

- 5.6. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.

6. Subcontractors.

Contractor is responsible for ensuring its subcontractors, if any, carry and maintain insurance coverage as applicable to the subcontracted service(s).

7. Limits of Coverage & Specific Endorsements.

Commercial General Liability Insurance

Required Limits	Additional Requirements
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	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 20 10 12 19 and CG 20 37 12 19.

Automobile Liability Insurance

Required Limits	Additional Requirements
Minimum Limits: \$1,000,000 Per Accident	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.

Workers Compensation Insurance

Required Limits	Additional Requirements
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.

Employers Liability Insurance

Required Limits	Additional Requirements
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

Privacy and Security Liability (Cyber Liability) Insurance

Required Limits	Additional Requirements
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Minimum Limits: \$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.
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Crime (Fidelity Insurance)

Required Limits	Additional Requirements
Minimum Limits: \$1,000,000 Employee Theft Per Loss	

8. Notice of Non-Compliance.

Contractor consents to receiving electronic communications from a third-party service provider, Origami Risk, for the exclusive purpose of notifying Contractor of non-compliance with the requirements set forth in this Schedule C.

9. Non-Waiver.

This Schedule C is not intended to and is not to 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.

SCHEDULE D - SERVICE LEVEL AGREEMENT FOR HYBRID PURCHASES

1. **Definitions.** For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Schedule** shall have the respective meanings given to them in the Contract Terms and Conditions.

“Actual Uptime” means the total minutes in the Service Period that the Hosted Services are Available.

“Availability” has the meaning set forth in **Section 2.1**.

“Availability Requirement” has the meaning set forth in **Section 2.1**.

“Available” has the meaning set forth in **Section 2.1**.

“Contact List” means a current list of Contractor contacts and telephone numbers set forth in the attached **Schedule D – Attachment 1** to this Schedule to enable the State to escalate its Support Requests, including: (a) the first person to contact; and (b) the persons in successively more qualified or experienced positions to provide the support sought.

“Corrective Action Plan” has the meaning set forth in **Section 3.9**.

“Critical Service Error” has the meaning set forth in **Section 3.5**.

“Exceptions” has the meaning set forth in **Section 2.2**.

“High Service Error” has the meaning set forth in **Section 3.5**.

“Hosted Services” means the hosting, management and operation of the Operating Environment, Software, other services (including support and subcontracted services), and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.

“Low Service Error” has the meaning set forth in **Section 3.5**.

“Maintenance Release” means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Contractor may generally provide to its licensees from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software.

“Medium Service Error” has the meaning set forth in **Section 3.5**.

“New Version” means any new version of the Software, including any updated Documentation, that the Contractor may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Contractor's designation of a new version number.

“Operating Environment” means, collectively, the platform, environment and conditions on, in or under which the Software is intended to be installed and operate, as set forth in a Statement of Work, including such structural, functional and other features, conditions and components as hardware, operating software, system architecture, configuration, computing hardware, ancillary equipment, networking, software, firmware, databases, data, and electronic systems (including database management systems).

“Resolve” has the meaning set forth in **Section 3.6**.

"RPO" or "Recovery Point Objective" means the maximum amount of potential data loss in the event of a disaster.

"RTO" or "Recovery Time Objective" means the maximum period of time to fully restore the Hosted Services in the case of a disaster.

“Scheduled Downtime” has the meaning set forth in **Section 2.3**.

“Scheduled Uptime” means the total minutes in the Service Period.

“Service Availability Credits” has the meaning set forth in **Section 2.6(a)**.

“Service Error” means any failure of any Hosted Service to be Available or otherwise perform in accordance with this Schedule.

“Service Level Credits” has the meaning set forth in **Section 3.8**.

“Service Level Failure” means a failure to perform the Software Support Services fully in compliance with the Support Service Level Requirements.

“Service Period” has the meaning set forth in **Section 2.1**.

“Software Support Services” has the meaning set forth in **Section 3**.

“State Systems” means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

“Support Hours” means 6:00 a.m. to 7:00 p.m. ET

“Support Request” has the meaning set forth in **Section 3.5**.

“Support Service Level Requirements” has the meaning set forth in **Section 3.4**.

2. Service Availability and Service Availability Credits.

2.1. Availability Requirement. Contractor will make the Hosted Services and Software Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a **“Service Period”**), at least 99.98% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the **“Availability Requirement”**). **“Available”** means the Hosted Services and Software are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. **“Availability”**

has a correlative meaning. The Hosted Services and Software are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services and Software, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: $(\text{Actual Uptime} - \text{Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception}) \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception}) \times 100 = \text{Availability}$.

2.2. Exceptions. No period of Hosted Services degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following (“**Exceptions**”):

- (a) Failures of the State’s or its Authorized Users’ internet connectivity;
- (b) Scheduled Downtime as set forth in **Section 2.3**.

2.3 Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services or Software in whole or in part (“**Scheduled Downtime**”). All such scheduled outages will: (a) last no longer than five (5) hours; (b) be scheduled between the hours of 12:00 a.m. and 5:00 a.m., Eastern Time; and (c) occur no more frequently than once per week; provided that Contractor may request the State to approve extensions of Scheduled Downtime above five (5) hours, and such approval by the State may not be unreasonably withheld or delayed.

2.4 Software Response Time. Software response time, defined as the interval from the time the end user sends a transaction to the time a visual confirmation of transaction completion is received, must be less than two (2) seconds for 98% of all transactions. Unacceptable response times shall be considered to make the Software unavailable and will count against the Availability Requirement.

2.5 Service Availability Reports. Within thirty (30) days after the end of each Service Period, Contractor will provide to the State a report describing the Availability and other performance of the Hosted Services and Software during that calendar month as compared to the Availability Requirement. The report must be in electronic or such other form as the State may approve in writing and shall include, at a minimum: (a) the actual performance of the Hosted Services and Software relative to the Availability Requirement; and (b) if Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement during the reporting period, a description in sufficient detail to inform the State of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Availability Requirement are fully met.

2.6 Remedies for Service Availability Failures.

- (a) If the actual Availability of the Hosted Services and Software is less than the Availability Requirement for any Service Period, such failure will constitute a Service Error for which Contractor will issue to the State the following credits on the fees payable for Hosted Services and Software provided during the Service Period (“**Service Availability Credits**”):

Availability	Credit of Fees
≥96.67%	None
<96.66% but ≥93.33%	1%
<93.32% but ≥83.33%	5%
<83.32%	10%

- (b) Any Service Availability Credits due under this **Section** will be applied in accordance with payment terms of the Contract.
- (c) If the actual Availability of the Hosted Services and Software is less than the Availability Requirement in any two (2) of four (4) consecutive Service Periods, then, in addition to all other remedies available to the State, the State may terminate the Contract on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

3. Support and Maintenance Services. Contractor will provide IT Environment Service and Software maintenance and support services (collectively, “**Software Support Services**”) in accordance with the provisions of this **Section 3**. The Software Support Services are included in the Services, and Contractor may not assess any additional fees, costs or charges for such Software Support Services.

3.1 Support Service Responsibilities. Contractor will:

- (b) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;
- (c) provide unlimited telephone support during **Support Hours**;
- (d) provide unlimited online support 24 hours a day, seven days a week;
- (e) provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and
- (f) respond to and Resolve Support Requests as specified in this **Section**.

3.2 Service Monitoring and Management. Contractor will continuously monitor and manage the Hosted Services and Software to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management includes:

- (a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;
- (b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and

- (c) if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein):
 - (i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;
 - (ii) If Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 3.5** and **3.6**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and
 - (iii) Notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

3.3 Service Maintenance. Contractor will continuously maintain the Hosted Services and Software to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services include providing to the State and its Authorized Users:

- (a) all updates, bug fixes, enhancements, Maintenance Releases, New Versions and other improvements to the Hosted Services and Software, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; provided that Contractor shall consult with the State and is required to receive State approval prior to modifying or upgrading Hosted Services and Software, including Maintenance Releases and New Versions of Software; and
- (b) all such services and repairs as are required to maintain the Hosted Services and Software or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services and Software, so that the Hosted Services and Software operate properly in accordance with the Contract and this Schedule.

3.4 Support Service Level Requirements. Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 3.4 ("Support Service Level Requirements")**, and the Contract.

3.5 Support Requests. The State will classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a "**Support Request**"). The State will notify Contractor of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.

Support Request Classification	Description: Any Service Error Comprising or Causing any of the Following Events or Effects
Critical Service Error	• Issue affecting entire system or single critical production function; • System down or operating in materially degraded state; • Data integrity at risk; • Declared a Critical Support Request by the State; or • Widespread access interruptions.
High Service Error	• Primary component failure that materially impairs its performance; or • Data entry or access is materially impaired on a limited basis.
Medium Service Error	• IT Environment Services and Software is operating with minor issues that can be addressed with an acceptable (as determined by the State) temporary work around.
Low Service Error	• Request for assistance, information, or services that are routine in nature.

3.6 Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. “**Resolve**” (including “**Resolved**”, “**Resolution**” and correlative capitalized terms) means that, as to any Service Error, Contractor has provided the State the corresponding Service Error correction and the State has confirmed such correction and its acceptance thereof. Contractor will respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
Critical Service Error	One (1) hour	Three (3) hours	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for each additional hour or portion thereof that the corresponding Service Error is not responded to within the required response time.	Five percent (5%) of the Fees for the month in which the initial Service Level Failure begins and five percent (5%) of such monthly Fees for the first additional hour or portion thereof that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
High Service Error	One (1) hour	Four (4) hours	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for each additional hour or portion thereof that the corresponding	Three percent (3%) of the Fees for the month in which the initial Service Level Failure begins and three percent (3%) of such monthly Fees for the first additional hour or portion thereof

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)	Service Level Credits (For Failure to Respond to any Support Request Within the Corresponding Response Time)	Service Level Credits (For Failure to Resolve any Support Request Within the Corresponding Required Resolution Time)
			Service Error is not responded to within the required response time.	that the corresponding Service Error remains un-Resolved, which amount will thereafter double for each additional one-hour increment.
Medium Service Error	Three (3) hours	Two (2) Business Days	N/A	N/A
Low Service Error	Three (3) hours	Five (5) Business Days	N/A	N/A

3.7 Escalation. With respect to any Critical Service Error Support Request, until such Support Request is Resolved, Contractor will escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Contractor support personnel, including, as applicable, the Contractor Project Manager and Contractor's management or engineering personnel, as appropriate.

3.8 Support Service Level Credits. Failure to achieve any of the Support Service Level Requirements for Critical and High Service Errors will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section 3.6 ("Service Level Credits")** in accordance with payment terms set forth in the Contract.

3.9 Corrective Action Plan. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, Contractor will promptly investigate the root causes of these Service Errors and provide to the State within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and

a proposed written corrective action plan for the State's review, comment and approval, which, subject to and upon the State's written approval, shall be a part of, and by this reference is incorporated in, the Contract as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan must include, at a minimum: (a) Contractor's commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no additional charge for Contractor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

4. Data Storage, Backup, Restoration and Disaster Recovery. Contractor must maintain or cause to be maintained backup redundancy and disaster avoidance and recovery procedures designed to safeguard State Data and the State's other Confidential Information, Contractor's Processing capability and the availability of the IT Environment Services and Software, in each case throughout the Term and at all times in connection with its actual or required performance of the Services hereunder. All backed up State Data shall be located in the continental United States. The force majeure provisions of this Contract do not limit Contractor's obligations under this section.

4.2 Data Storage. Contractor will provide sufficient storage capacity to meet the needs of the State at no additional cost.

4.3 Data Backup. Contractor will conduct, or cause to be conducted, daily back-ups of State Data and perform, or cause to be performed, other periodic offline back-ups of State Data on at least a weekly basis and store and retain such back-ups as specified in **Schedule A**. 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 State Data in the format specified by the State.

4.4 Data Restoration. If the data restoration is required due to the actions or inactions of the Contractor or its subcontractors, Contractor will promptly notify the State and complete actions required to restore service to normal production operation. If requested, Contractor will restore data from a backup upon written notice from the State. Contractor will restore the data within one (1) Business Day of the State's request. Contractor will provide data restorations at its sole cost and expense.

4.5 Disaster Recovery. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 24 hours (the "**DR Plan**"), and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. Contractor's current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan are included or attached as described in **Schedule A** under **Hosting**. Contractor will actively test, review and update the DR Plan on at least an annual basis

using industry best practices as guidance. Contractor will provide the State with copies of all such updates to the Plan within fifteen (15) days of its adoption by Contractor. All updates to the DR Plan are subject to the requirements of this **Section 3**; and provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after Contractor's receipt or preparation. If Contractor fails to reinstate all material Hosted Services and Software within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Contract, in its sole discretion, immediately terminate this Contract as a non-curable default.

SCHEDULE E, ATTACHMENT 1 – PCI COMPLIANCE & CEPAS

1. PCI Compliance.

Contractors that process, transmit store or affect the security of credit/debit cardholder data, must adhere to the PCI Data Security Standard. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

The Contractor must notify the State's Contract Administrator (within 48 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the card associations (e.g. Visa, MasterCard, Discover, and American Express) and state acquirer representative(s), or a PCI approved third party, to conduct a thorough security review. The Contractor must provide, at the request of the State, the results of such third party security review. The review must validate compliance with the PCI Data Security Standard for protecting cardholder data. At the State's sole discretion, the State may perform its own security review, either by itself or through a PCI approved third party.

The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with a card association, PCI approved third party, or State initiated security review.

Without limiting Contractor's obligations of indemnification as further described in this Contract, Contractor must indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the breach.

The Contractor must dispose of cardholder data when it is no longer needed in compliance with PCI DSS policy. The Contractor must continue to treat cardholder data as confidential upon contract termination.

The Contractor must provide the State's Contract Administrator with an annual Attestation of Compliance (AOC) if or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.

2. CEPAS Electronic Receipt Processing Standard.

All electronic commerce applications that allow for electronic receipt of credit or debit card and electronic check transactions must be processed via the Keefe Group's Merchant Services and Gateway. Keefe Group's MIDs, Gateway, and proprietary software integrated platform incorporate extensive fraud prevention and security parameters. Further, Keefe Group covers and assumes all chargeback risk. To minimize the risk to the State, full credit/debit card numbers, sensitive

authentication data, and full bank account information must never be stored on state-owned IT resources.

SCHEDULE F - STANDARDIZED STORE LIST

Prisoner Store and Friends and Family Care Packages

The following items may be available for purchase at each facility in accordance with approved store lists. Each size and flavor of individual brands of multiple brand items shall be counted as a separate item. No more than one type of each item may be available from the prisoner store vendor, except as otherwise indicated. At least one of each mandatory store item, as identified by a check mark (✓), must be available for sale, except as otherwise indicated by this or another policy, or for Specialized Housing Units as approved by the CFA Deputy Director.

All items must comply with fire safety requirements set forth in [PD 04.03.120](#) "Fire Safety." All items also must be non-caustic and not require refrigeration. Items must not be sold past the "sell by" date identified on the item. The following types of items are prohibited, unless approved for sale by the CFA Deputy Director:

1. Items in glass or metal containers and items in containers containing glass or metal parts,
2. Oils,
3. Items containing gum,
4. Items in capsule form; this does not include "gel caps",
5. Items in squeeze bottles,
6. Items with double-wall construction (e.g., insulated mugs) or double-wall packaging unless the construction/packaging is clear.

Preference will be given to items that are available in transparent/clear containers and, if packaged, in soft packaging even if it is not the favored brand. However, this does not require selling generic-brand items in lieu of name-brand items. Store items must be available for purchase by prisoners in segregation as set forth in [PD 04.05.120](#) "Segregation Standards."

All items are subject to Michigan sales tax unless specifically identified in this Attachment as being non-taxable.

“✓” Items designated with a check mark are **mandatory** under the ensuing Contract.

1. MANDATORY HEALTH CARE PRODUCTS

- ✓ Abrasive callous sponge (e.g., titania pumice sponge) (maximum 2" x 4"; porous only; pumice stone prohibited)
- ✓ Acetaminophen, 325 mg. tablets (maximum 100 tablets)
- ✓ Acid Reducer (e.g., Famotidine or Cimetidine) (maximum 30 tablets)
- ✓ Antibacterial soap (e.g., Dial) (maximum 5 oz.)
- ✓ Aspirin, 325 mg. tablets (maximum 100 tablets)
- ✓ "Balanced" liquid antacid, with or without simethicone (e.g., Mylanta, Maalox) (maximum 12 oz.)
- ✓ Benzoyl peroxide, 10% preparation (acne skin preparation) (maximum 2 oz.)

- ✓ Chlorpheniramine maleate, 4 mg. tablets (allergy tablets) (maximum 24 tablets)
- ✓ Clotrimazole, 1% cream (antifungal cream) (maximum 1.5 oz.)
- ✓ Coal tar dandruff shampoo (maximum 15 oz.)
- ✓ Cold tablets (e.g., Alka Seltzer Cold Plus; cannot contain Pseudoephedrine or Diphenhydramine) (maximum 24 tablets)
- ✓ Cream depilatory (e.g., Magic Cream Shave) (maximum 6 oz.)
- ✓ Dandruff shampoo (maximum 15 oz.)
- ✓ Hemorrhoidal cream (maximum 2 oz.)
- ✓ Hydrocortisone, 1% cream (maximum 1 oz. tube)
- ✓ Hypoallergenic soap (e.g., Neutrogena) (maximum 5 oz.)
- ✓ Ibuprofen, 200 mg. tablets (maximum 100 tablets)
- ✓ Loratadine, 10 mg. tablets (allergy medicine) (maximum 30 tablets)
- ✓ Medicated foot pads
- ✓ Menstrual relief medication (e.g., Midol, Pamprin) (female prisoners only)
- ✓ Moisturizing skin cream/cocoa butter cream (maximum 8 oz.)
- ✓ Moisturizing soap (e.g., Tone) (maximum 5 oz.)
- ✓ Monistat 7 (female prisoners only)
- ✓ Naproxen, 200 mg. tablets (maximum 100 tablets)
- ✓ Petroleum jelly (maximum 2 oz.)
- ✓ Psyllium seed-based laxative (maximum 13 oz.)
- ✓ Sensitivity type toothpaste (e.g., Sensodyne) (tube; maximum 7 oz.)
- ✓ Soft bristle toothbrush (maximum 4-inch total length)
- ✓ Sunscreen with SPF 30 or greater (maximum 4 oz.)
- ✓ Tolnaftate, 1% cream (anti-fungal cream) (maximum 1.5 oz.)

2. OVER-THE-COUNTER PERSONAL CARE PRODUCTS

- Analgesic muscle rub (e.g., Icy Hot, Ben Gay) (maximum 6 oz.)
- Antacid (e.g., Rolaids; TUMS) (maximum 150 tablets)
- Cough drops (maximum 30 per pkg.)
- Eye drops (no separate eye dropper; maximum 1 oz.)
- Fish oil soft gels (maximum 1200 mg) (maximum 120 soft gels) (non-taxable)
- Foot powder (maximum 3 oz.)
- "Medicated" chest rub (maximum 4 oz.)
- Multivitamins (maximum 125 tablets; maximum 100% of the DRI for all nutrients) (at least one must be without iron or other minerals) (non-taxable)
- Vitamin C (maximum 500 mg. tablets) (maximum 100 tablets) (non-taxable)
- Vitamin E (maximum 250 I.U. tablets) (maximum 100 tablets) (non-taxable)
- Probiotic (non-refrigerated) (maximum 100 count)

3. HYGIENE PRODUCTS

Hair Care

- Braided elastic or terry cloth ponytail holders (maximum 1 pkg.) (black and/or white only)

- Comb or pick (not to exceed 7" in length; flexible plastic) (no more than 1 Afro comb or pick and 1 barber comb)
- Gel, mousse, or moisturizer (maximum 15 oz.)
- Hairbrush (not to exceed 6" in length; no handle) (no more than 1 military brush and 1 styling brush)
- Hairspray (alcohol-free; non-aerosol; clear bottle; maximum 8 oz.)
- Shampoo (non-medicated), conditioner, and/or cream rinse (maximum 15 oz.)
- Shower cap (plastic)
- Terry cloth sweatband (no padding; plain only; for the head) (black and/or white only)
- Wave cap, doo rag, or sleep cap (black and/or white only)

Skin Care

- After shave (no oils; alcohol-free); (maximum 3 oz.)
- Bar soap (bath size; maximum 5 oz.)
- ✓ Body lotion (no oils; maximum 15 oz.)
- Body talc (maximum 13 oz.)
- ✓ Chapped lip balm/lip ointment (maximum 6 grams)
- ✓ Deodorant and/or antiperspirant (no aerosol or roll-on; maximum 3 oz.)
- "Medicated" facial cream (e.g., Noxzema) (maximum 8 oz.)

Dental

- ✓ Denture adhesive (maximum 3 oz.)
- ✓ Denture brush
- ✓ Denture cleanser (maximum 40 tablets)
- Denture cup
- ✕ Floss
- Mouthwash (alcohol-free; maximum 8 oz.)
- Toothbrush cap (plastic; to cover brush part only)
- ✓ Toothpaste (tube; maximum 7 oz.)
- Athletic mouth guard

Miscellaneous Hygiene Products

- Arch supports (no metal or gel parts)
- Cotton swabs (flexible)
- Facial tissues (soft packaging only; no box)
- Fingernail clippers (under 2 1/2" in length; no file)
- Panty liners (female prisoners only) (non-taxable)
- Sanitary napkins (female prisoners only) (non-taxable)
- ✓ Shaving/cosmetic bag (clear plastic; nylon zipper closure; maximum 10" x 8" x 4") (mandatory only in Level I through IV; not permitted for Level V)
- Shoe insoles (no metal or gel parts)
- ✓ Shower shoes (rubber)

- Soap dish (plastic with cover)
- Tampons (female prisoners only) (non-taxable)
- Tweezers (plastic only) (maximum 4" in length)

4. STATIONERY

- Address book (no metal parts)
- Calendar (maximum 8 1/2" x 11"; no metal parts)
- ✓ Carbon paper (8 1/2" x 11")
- ✓ Envelopes (Manila 10" x 15"; 15" x 20") (not stamped)
- ✓ Envelopes (Plain 3 5/8" x 6 1/2"; 10 4 1/8" x 9 1/2")
- ✓ Forever Embossed Stamped Envelopes (legal - 4 1/8" x 9 1/2")
- File folders (letter size; no metal parts)
- Greeting cards (maximum card size 6-1/8" x 11-12")
- ✓ Pencils (#2 lead)
- Pens (blue or black ink; transparent barrel)
- ✓ Scrapbook/photo album (no metal parts; maximum 12" x 12") (mandatory only in Level I through IV; not permitted for Level V)
- ✓ Typing paper (8 1/2" x 11") (may be sold in reams not exceeding 500 sheets)
- ✓ Writing paper (8 1/2" x 11"; white, lined paper)

5. MISCELLANEOUS

- ✓ Batteries (AA; no rechargeables, alkaline only)
- Batteries (AAA, C, or D; no rechargeables; alkaline only)
- Bowl with lid (maximum 1.6 qt.; plastic/pliable; microwave safe)
- Checkers/chess (combination set or separate sets; chess pieces must be either hollow with no bottom or solid; no metal pieces or other items which may pose a threat to the custody and security of the institution; only checker/chess boards made of cardboard permitted for Level V)
- Cup (12 oz.)
- Ear buds/earplugs (for appliances; 9' maximum length)
- Earplugs (for noise reduction)
- Extension cord (UL listed; 9' maximum length; minimum 16-gauge wire) (no more than one)
- Eyeglass case (soft)
- Game of dominoes (no metal pieces or other items which may pose a threat to the custody and security of the institution)
- Headphone extension cord
- Identification card holder (single fold; no larger than 3 1/2" x 5" when folded)
- Mirror (flexible plastic; no magnet)
- Photo tickets
- ✓ Playing cards
- Protein powder (simple protein concentrates without added amino acids, enzymes, or hormones; e.g., whey, soy, or egg protein) (maximum 16 oz.) (non-taxable)
- Push pins (round head; maximum 1/2-inch total length)

- Sewing kit (no more than 2 sewing needles, 2 safety pins, one thimble, 11 small spools of thread, 1 paper ruler up to 25" long, 2 buttons, 2 straight pins, 1 needle threader, and 1 pair of plastic-handled scissors with no greater than 1-1/4" metal cutting edge and no longer than 1-3/4" when extended)
- Shoelaces (black, brown, and/or white only; maximum length 44")
- Spork (plastic/pliable)
- Stereo/mono mini adapter (for use with headphones)
- Tumbler with lid (22 oz.)

6. COSMETICS

- Make-up only the below items
 - lipstick
 - mascara
 - liquid foundation
 - face powder
 - eyebrow pencil
 - eyeliner
 - blush/rouge
 - eye shadow;
- Hair curlers (plastic - sponge type)

7. FOOD/BEVERAGES (items are non-taxable)

- ✓ Food/beverage items in store must include at least five of the following (one of which must be Saccharine):
 - Graham crackers
 - Low fat, low salt popcorn
 - Powdered milk
 - Pretzels
 - ✓ Saccharine (e.g., Sweet 'n Low) or Sucralose (e.g., Splenda brand) artificial sweetener
 - Sugar free cocoa/chocolate drink mix
 - Sugar-free candy
 - Sugar-free cereal
 - Unsweetened beverage mix (e.g., Kool-Aid)
 - Vacuum-packed vegetables
 - Vanilla wafers
 - Low fat, low salt crackers

SCHEDULE G - MICHIGAN DEPARTMENT OF CORRECTIONS FACILITY LISTING

SOUTHERN REGION FACILITIES (Jackson)	
Bellamy Creek Correctional Facility (IBC) 1727 W Bluewater Hwy Ionia, MI 48846	Cooper Street Correctional Facility and Special Alternative Incarceration Facility (JCS/SAI) 3100 Cooper St. Jackson, MI 49201
Cotton Correctional Facility (JCF) 3500 N. Elm Rd. Jackson, MI 49201	Duane Waters Health Center 3857 Cooper St. Jackson, MI 49201
Egeler Reception & Guidance Center (RGC) 3855 Cooper St. Jackson, MI 49201	Green Oaks Training Center 8701 E. M-36 Whitmore Lake, MI 48189-8147
Gus Harrison Correctional Facility (ARF) 2727 E. Beecher St. Adrian, MI 49221	Handlon Correctional Facility (MTU) 1728 Bluewater Highway Ionia, MI 48846
Ionia Correctional Facility (ICF) 1576 W. Bluewater Highway Ionia, MI 48846	Ionia Complex Warehouse 717 Wall Street Ionia, MI 48846
Jackson Regional Warehouse 1994 Parnall Road Jackson, MI 49201	Lakeland Correctional Facilities (LCF) 141 First St. Coldwater, MI 49036
Macomb Correctional Facility (MRF) 34625 26 Mile Rd. New Haven, MI 48048	Parnall Correctional Facility (SMT) 1780 E. Parnall Jackson, MI 49201-7138
Thumb Correctional Facility (TCF) 3225 John Conley Dr. Lapeer, MI 48446	Women's Huron Valley Correctional Facility (WHV) 3201 Bemis Rd. Ypsilanti, MI 48197
Woodland Center Correctional Facility (WCC) 9036 E. M-36 Whitmore Lake, MI 48189	

NORTHERN REGION FACILITIES (Kinross)	
Alger Correctional Facility (LMF) N 6141 Industrial Park Drive Munising, MI 49862	Carson City Correctional Facility (DRF) 10274 Boyer Rd. Carson City, MI 48811
Baraga Correctional Facility (AMF) 13924 Wadaga Rd. Baraga, MI 49908-9204	Brooks Correctional Facility (LRF) 2500 S. Sheridan Rd. Muskegon Heights, MI 49444
Central Michigan Correctional Facility (STF) 320 N. Hubbard St. Louis, MI 48880	Chippewa Correctional Facility (URF) 4269 W. M-80 Kincheloe, MI 49784
Kinross Correctional Facility (KCF) 16807 S. Hugginin Street Kincheloe, MI 49788	Marquette Branch Prison (MBP) 1960 US 41 South Marquette, MI 49855
Muskegon Correctional Facility (MCF) 2400 South Sheridan Dr. Muskegon, MI 49442	Newberry Correctional Facility (NCF) 13747 E. County Road 428 Newberry, MI 49868
Oaks Correctional Facility (ECF) 1500 Caberfae Highway Manistee, MI 49660-9200	Saginaw Correctional Facility (SRF) 9625 Pierce Rd. Freeland, MI 48623
St. Louis Correctional Facility (SLF) 8585 N. Croswell Rd. St. Louis, MI 48880	



SCHEDULE H – PRISONER STORE SERVICE LEVEL AGREEMENTS

Agency/Vendor: MDOC COMMISSARY/PRISONER STORE REBID
Contract #: TBD –
Effective Date: *Contract Start Date*

Metric 1: Inventory Outages
Definition and Purpose:
The Contractor must ensure all store items are continuously available for prisoner purchase. Prisoner Store Inventory Outages must not exceed 1% of the total number of the approved store items for any business day (Monday through Friday).
Data Sources:
1. Inventory Outage Report 2. Prisoner Store Sales Report 3. Vendor Outage Letters, Recall Letters, or Discontinued Item Letters (valid for 90 days)
Methodology:
MDOC will review Data Sources 1, 2, and 3 for each calendar month.
Acceptable Standard:
The Acceptable Standard is 100% compliance.
Amount for Failing to Meet Service Level Agreement:
Prisoner Store Inventory Outages must not exceed 1% of the total number of the approved store items for any business day (Monday through Friday). \$500.00 will be assessed for each business day (Monday through Friday) that the Prisoner Store Inventory Outages exceed the 1% threshold for items out of stock. Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State shall be completed within 10 days upon demand.

Metric 2: Delivery
Definition and Purpose:

The Contractor must ensure facility orders are delivered to locations identified on the Delivery Order (DO) or designated locations as agreed upon by the MDOC and the Contractor. These order deliveries are to be completed within 5 business days of the facility order being received by the Contractor.

Note: "Complete" is defined as an entire facility order being delivered.

Data Sources:

1. Mutually approved Download and Delivery Schedule
2. Delivery Receipts
3. Mutually approved deviations to the Delivery Schedule
4. Delivery Compliance Report
5. Facility Correspondence

Methodology:

MDOC will review Data Sources 1, 2, 3, 3, and may review Data Source 5 for each month.

Acceptable Standard:

The Acceptable Standard is 100% compliance.

Amount for Failing to Meet Service Level Agreement:

The Contractor must ensure order deliveries are completed within 5 business days of the facility order being received. \$1,000.00 will be assessed on the 6th business day from the facility order being received and not delivered by the Contractor to the correct location. An additional \$1,000.00 will be assessed for each business day thereafter until the facility order is delivered to the correct location.

Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State shall be completed within 10 days upon demand.

Metric 3: Reports

Definition and Purpose:

The Contractor must ensure all required reports listed in the Data Sources of Metric 3 are accurate, complete, and provided to the MDOC within 20 calendar days from the close of the previous month.

Data Sources:

1. Prisoner Store Sale Report
2. Friends and Family Order Information Report (order number, name, prisoner name, and MDOC #, etc.)
3. Delivery Compliance Reports
4. Technical Issue Resolution Report

5. Service Compliance Reports (Technical Support, Repairs, and Maintenance)
6. Monthly Employee Roster
7. Inventory Outage Report
8. Sales Commission Report (to include Sales Commission Check and Monthly & Annual Sales Report)
9. Friends and Family Sales Commission Report (to include Sales Commission Check and Quarterly & Annual Sales Report)
10. Vending Machine Cards Sales Report
11. Refunds and Return Report
11. Email correspondence with Contractor regarding reports
Methodology:
MDOC will review Data Sources 1-10 and may review Data Source 11 for each month.
Acceptable Standard:
The Acceptable Standard is 100% compliance.
Amount for Failing to Meet Service Level Agreement:
Reports must be received within 20 calendar days of the close of the previous month. \$100.00 will be assessed on the 21st day and each day thereafter until the reports are received by the MDOC.
Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied towards any payable due to the Contractor or be payable directly to the State. Payments made directly to the State shall be completed within 10 days upon demand.

Metric 4: Technical Issue Resolution
Definition and Purpose:
The Contractor must ensure that kiosks and associated infrastructure remain operational for prisoner use. The MDOC will report technical issues through the Contractor's ticketing/repair process. Technical issues with kiosks and associated infrastructure must be fully resolved within 48 hours or the next business day, whichever is greater. The MDOC's measure of functionality is the operation of the kiosks.
A full resolution is defined as returning the kiosk or associated infrastructure to 100% functionality.
Associated infrastructure is defined under Section 1 General Requirements.
Data Sources:
1. Service Compliance Reports (Technical Support, Repairs, and Maintenance)
Methodology:

MDOC will review Data Source 1 each month.
Acceptable Standard:
The Acceptable Standard is 100% compliance.
Amount for Failing to Meet Service Level Agreement:
For any technical issue with a kiosk or associated infrastructure that is not fully resolved within 48 hours (Monday through Friday) or the next business day, \$250.00 per kiosk will be assessed for each 24-hour period thereafter until the issue is fully resolved. An additional \$1,000.00 per kiosk will be assessed if a technical issue is not fully resolved in 5 business days. Also, there will be a monthly amount of \$5,000.00 assessed if the number of kiosk breakdowns exceeds 10% of the total number of kiosks statewide on any business day. Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State shall be completed within 10 days upon demand.

Metric 5: Sales Commission
Definition and Purpose:
The Contractor must have a means in place to track Commissions earned on all Prisoner Store, friends, and family sales. The Prisoner Benefit Fund Commission fees collected, transaction fees billed, and/or commissions earned will be provided to the State. The Commission payment for the friends and family packages ordered is due to the MDOC within 20 calendar days from the close of the previous quarter. Refer to Schedule B - Pricing, for product pricing and commission rates.
Data Sources:
1. Sales Commission for friends and family package orders report (to include Quarterly Sales Commission Check and Quarterly & Annual Sales Report) 2. Correspondence with Contractor 3. MDOC Internal Correspondence
Methodology:
MDOC will review Data Sources 1 and 2 and may review Data Sources 3 for each calendar month.
Acceptable Standard:
The Acceptable Standard is 100% compliance.
Amount for Failing to Meet Service Level Agreement:
Sales Commissions must be received within 20 calendar days of the close of the quarter. \$500.00 will be assessed on the 21st day and each day thereafter until the commissions are received by the MDOC.

Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State shall be completed within 10 days upon demand.