



# STATE OF MICHIGAN PROCUREMENT

## Department of Corrections

206 E. Michigan Avenue, Lansing, MI 48933

PO Box 30003, Lansing, MI 48909

### CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **18000001230**

<b>CONTRACTOR</b>	Walkenhorst's
	445 Ingenuity Avenue
	Sparks, NV 89441
	Shari Erickson
	(707) 261-4093
	shari@walkenhorsts.com
	CV0066466

<b>STATE</b>	Program Manager	Brad Purves	MDOC
		(517) 335-2248	
Contract Administrator	PurvesB@michigan.gov		
	Lisa Lehnert	MDOC	
	(517) 335-4904		
LehnertL@michigan.gov			

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Medically Necessary Athletic Shoes - MDOC				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
August 31, 2018	July 31, 2021	Two, one-year options	July 31, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		14 Calendar Days After Receipt of Order		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 31, 2023
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$35,000.00		\$5,000.00	\$40,000.00	
<b>DESCRIPTION:</b> Effective March 30, 2023, the State is increasing the contract value by \$5,000.00.				
Effective March 30, 2023, the following amendments are incorporated into this Contract per following attachment "Contract Change Notice #3."				
All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement.				

**FOR THE CONTRACTOR:**

**Walkenhorst's**  
**Company Name**

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E-SIGNED by Shari Erickson  
on 2023-03-29 16:34:18 EDT

**Authorized Agent Signature**

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Shari Erickson

**Authorized Agent** (Print or Type)

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2023-03-29 16:34:18 UTC

**Date**

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**FOR THE STATE:**

E-SIGNED by Lia Gulick  
on 2023-03-29 18:35:01 EDT

**Signature**

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**Lia Gulick, Deputy Director**  
**Name & Title**

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**Department of Corrections**  
**Agency**

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2023-03-29 18:35:01 UTC

**Date**

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**18000001230**

**Contract Change Notice #3**

The following amendments are incorporated into the Contract:

**Standard Contract Term 37 "Records Maintenance, Inspection, Examination, and Audit"** - This term is hereby replaced with the following:

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.

**Schedule A, Section 10. "Procurement, Monitoring, and Compliance Division"** - The following requirement is hereby added to the Contract as Section 10.:

The Procurement, Monitoring, and Compliance Division (PMCD) provides oversight of MDOC contracts and ensures contractors are delivering services according to contract requirements. The Contract Manager or assigned Contract Monitor will serve as the lead for all contract related issues. 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.



# STATE OF MICHIGAN PROCUREMENT

Department of Corrections  
 206 E. Michigan Avenue, Lansing, MI 48933  
 PO Box 30003, Lansing, MI 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **2**  
 to  
 Contract Number **18000001230**

<b>CONTRACTOR</b>	Walkenhorst's
	445 Ingenuity Avenue
	Sparks, NV 89441
	Shari Erickson
	(707) 261-4093
	shari@walkenhorsts.com
	CV0066466

<b>STATE</b>	Program Manager	Brad Purves	MDOC
		(517) 335-2248	
	PurvesB@michigan.gov		
	Contract Administrator	Lisa Lehnert	MDOC
(517) 335-4904			
LehnertL@michigan.gov			

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Medically Necessary Athletic Shoes - MDOC				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
August 31, 2018	July 31, 2021	Two, one-year options	July 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		14 Calendar Days After Receipt of Order		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One-year	<input type="checkbox"/>		July 31, 2023
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$35,000.00		\$0.00	\$35,000.00	
<b>DESCRIPTION:</b> Effective July 19, 2022, the State is exercising the second option year. The revised contract expiration date is July 31, 2023.  Effective August 1, 2022, pricing on this Contract is increased, per revised Schedule B, Pricing Matrix.  All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement.				

**FOR THE CONTRACTOR:**

**Walkenhorst's**  
**Company Name**

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E-SIGNED by Shari Erickson  
on 2022-07-14 14:21:25 EDT

**Authorized Agent Signature**

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Shari Erickson

**Authorized Agent** (Print or Type)

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2022-07-14 14:21:25 UTC

**Date**

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**FOR THE STATE:**

E-SIGNED by Lia Gulick  
on 2022-07-21 22:19:44 EDT

**Signature**

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**Lia Gulick, Deputy Director**  
**Name & Title**

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**Department of Corrections**  
**Agency**

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2022-07-21 22:19:44 UTC

**Date**

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**CONTRACT 18000001230 CN#2****SCHEDULE B****PRICING MATRIX****Effective August 1, 2022**

<b>Brand Name</b>	<b>Style #(s)</b>	<b>Available Color(s) - black or white only</b>	<b>Size (Men's)</b>	<b>Width</b>	<b>Price per pair</b>	<b>Standard Stock Item (yes/no)</b>
Shoe Corp	2800	Black	2	D	\$32.60	yes
Shoe Corp	2800	Black	2	4E	\$32.60	yes
Shoe Corp	2800	Black	2.5	D	\$32.60	yes
Shoe Corp	2800	Black	2.5	4E	\$32.60	yes
Shoe Corp	2800	Black	3	D	\$32.60	yes
Shoe Corp	2800	Black	3	4E	\$32.60	yes
Shoe Corp	2800	Black	3.5	D	\$32.60	yes
Shoe Corp	2800	Black	3.5	4E	\$32.60	yes
Shoe Corp	2800	Black	4	D	\$32.60	yes
Shoe Corp	2800	Black	4	4E	\$32.60	yes
Shoe Corp	2800	Black	4.5	D	\$32.60	yes
Shoe Corp	2800	Black	4.5	4E	\$32.60	yes
Shoe Corp	2800	Black	5	D	\$32.60	yes
Shoe Corp	2800	Black	5	4E	\$32.60	yes
Shoe Corp	2800	Black	5.5	D	\$32.60	yes
Shoe Corp	2800	Black	5.5	4E	\$32.60	yes
Shoe Corp	2800	Black	6	D	\$32.60	yes
Shoe Corp	2800	Black	6	4E	\$32.60	yes
Shoe Corp	2800	Black	6.5	D	\$32.60	yes
Shoe Corp	2800	Black	6.5	4E	\$32.60	yes
Shoe Corp	2800	Black	7	D	\$32.60	yes
Shoe Corp	2800	Black	7	4E	\$32.60	yes
Shoe Corp	2800	Black	8	D	\$32.60	yes
Shoe Corp	2800	Black	8	4E	\$32.60	yes
Shoe Corp	2800	Black	8.5	D	\$32.60	yes
Shoe Corp	2800	Black	8.5	4E	\$32.60	yes
Shoe Corp	2800	Black	9	D	\$32.60	yes
Shoe Corp	2800	Black	9	4E	\$32.60	yes
Shoe Corp	2800	Black	9.5	D	\$32.60	yes
Shoe Corp	2800	Black	9.5	4E	\$32.60	yes
Shoe Corp	2800	Black	10	D	\$32.60	yes
Shoe Corp	2800	Black	10	4E	\$32.60	yes
Shoe Corp	2800	Black	10.5	D	\$32.60	yes
Shoe Corp	2800	Black	10.5	4E	\$32.60	yes
Shoe Corp	2800	Black	11	D	\$32.60	yes
Shoe Corp	2800	Black	11	4E	\$32.60	yes
Shoe Corp	2800	Black	11.5	D	\$32.60	yes
Shoe Corp	2800	Black	11.5	4E	\$32.60	yes
Shoe Corp	2800	Black	12	D	\$32.60	yes
Shoe Corp	2800	Black	12	4E	\$32.60	yes
Shoe Corp	2800	Black	13	D	\$32.60	yes
Shoe Corp	2800	Black	13	4E	\$32.60	yes
Shoe Corp	2800	Black	14	D	\$32.60	yes
Shoe Corp	2800	Black	14	4E	\$32.60	yes

Brand Name	Style #(s)	Available Color(s) - black or white only	Size (Men's)	Width	Price per pair	Standard Stock Item (yes/no)
Shoe Corp	2800	Black	15	D	\$32.60	yes
Shoe Corp	2800	Black	15	4E	\$32.60	yes
Shoe Corp	2800	Black	16	D	\$32.60	yes
Shoe Corp	2800	Black	16	4E	\$32.60	yes
Shoe Corp	2800	Black	17	D	\$32.60	yes
Shoe Corp	2800	Black	17	4E	\$32.60	yes
Shoe Corp	2800	Black	18	D	\$32.60	yes
Shoe Corp	2800	Black	18	4E	\$32.60	yes
Shoe Corp	2800	Black	19	D	\$32.60	yes
Shoe Corp	2800	Black	19	4E	\$32.60	yes
Shoe Corp	2800	Black	20	D	\$32.60	yes
Shoe Corp	2800	Black	20	4E	\$32.60	yes

Brand Name	Style #(s)	Available Color(s) - black or white only	Size (Men's)	Width	Price per pair	Standard Stock Item (yes/no)
Shoe Corp	3700	Black	2	D	\$33.60	yes
Shoe Corp	3700	Black	2	4E	\$33.60	yes
Shoe Corp	3700	Black	2.5	D	\$33.60	yes
Shoe Corp	3700	Black	2.5	4E	\$33.60	yes
Shoe Corp	3700	Black	3	D	\$33.60	yes
Shoe Corp	3700	Black	3	4E	\$33.60	yes
Shoe Corp	3700	Black	3.5	D	\$33.60	yes
Shoe Corp	3700	Black	3.5	4E	\$33.60	yes
Shoe Corp	3700	Black	4	D	\$33.60	yes
Shoe Corp	3700	Black	4	4E	\$33.60	yes
Shoe Corp	3700	Black	4.5	D	\$33.60	yes
Shoe Corp	3700	Black	4.5	4E	\$33.60	yes
Shoe Corp	3700	Black	5	D	\$33.60	yes
Shoe Corp	3700	Black	5	4E	\$33.60	yes
Shoe Corp	3700	Black	5.5	D	\$33.60	yes
Shoe Corp	3700	Black	5.5	4E	\$33.60	yes
Shoe Corp	3700	Black	6	D	\$33.60	yes
Shoe Corp	3700	Black	6	4E	\$33.60	yes
Shoe Corp	3700	Black	6.5	D	\$33.60	yes
Shoe Corp	3700	Black	6.5	4E	\$33.60	yes
Shoe Corp	3700	Black	7	D	\$33.60	yes
Shoe Corp	3700	Black	7	4E	\$33.60	yes
Shoe Corp	3700	Black	8	D	\$33.60	yes
Shoe Corp	3700	Black	8	4E	\$33.60	yes
Shoe Corp	3700	Black	8.5	D	\$33.60	yes
Shoe Corp	3700	Black	8.5	4E	\$33.60	yes
Shoe Corp	3700	Black	9	D	\$33.60	yes
Shoe Corp	3700	Black	9	4E	\$33.60	yes
Shoe Corp	3700	Black	9.5	D	\$33.60	yes
Shoe Corp	3700	Black	9.5	4E	\$33.60	yes
Shoe Corp	3700	Black	10	D	\$33.60	yes
Shoe Corp	3700	Black	10	4E	\$33.60	yes

Brand Name	Style #(s)	Available Color(s) - black or white only	Size (Men's)	Width	Price per pair	Standard Stock Item (yes/no)
Shoe Corp	3700	Black	10.5	D	\$33.60	yes
Shoe Corp	3700	Black	10.5	4E	\$33.60	yes
Shoe Corp	3700	Black	11	D	\$33.60	yes
Shoe Corp	3700	Black	11	4E	\$33.60	yes
Shoe Corp	3700	Black	11.5	D	\$33.60	yes
Shoe Corp	3700	Black	11.5	4E	\$33.60	yes
Shoe Corp	3700	Black	12	D	\$33.60	yes
Shoe Corp	3700	Black	12	4E	\$33.60	yes
Shoe Corp	3700	Black	13	D	\$33.60	yes
Shoe Corp	3700	Black	13	4E	\$33.60	yes
Shoe Corp	3700	Black	14	D	\$33.60	yes
Shoe Corp	3700	Black	14	4E	\$33.60	yes
Shoe Corp	3700	Black	15	D	\$33.60	yes
Shoe Corp	3700	Black	15	4E	\$33.60	yes
Shoe Corp	3700	Black	16	D	\$33.60	yes
Shoe Corp	3700	Black	16	4E	\$33.60	yes
Shoe Corp	3700	Black	17	D	\$33.60	yes
Shoe Corp	3700	Black	17	4E	\$33.60	yes
Shoe Corp	3700	Black	18	D	\$33.60	yes
Shoe Corp	3700	Black	18	4E	\$33.60	yes
Shoe Corp	3700	Black	19	D	\$33.60	yes
Shoe Corp	3700	Black	19	4E	\$33.60	yes
Shoe Corp	3700	Black	20	D	\$33.60	yes
Shoe Corp	3700	Black	20	4E	\$33.60	yes

The State reserves the right to order shoe sizes that are not listed in Schedule B, if the need arises. These special orders will be handled as "specialty items."

The State reserves the right to order shoes that tie instead of Velcro, if there is a medical diagnosis that requires this type of shoe.





# STATE OF MICHIGAN PROCUREMENT

Department of Corrections  
 206 E. Michigan Avenue, Lansing, MI 48933  
 PO Box 30003, Lansing, MI 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **1**  
 to  
 Contract Number **18000001230**

<b>CONTRACTOR</b>	Walkenhorst's
	445 Ingenuity Avenue
	Sparks, NV 89441
	Shari Erickson
	(707) 261-4093
	shari@walkenhorsts.com
	CV0066466

<b>STATE</b>	Program Manager	Duncan Howard	MDOC
		(517) 335-2249	
	Howard3@michigan.gov		
	Contract Administrator	Lisa Lehnert	MDOC
(517) 335-4904			
LehnertL@michigan.gov			

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Medically Necessary Athletic Shoes - MDOC				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
August 31, 2018	July 31, 2021	Two, one-year options	July 31, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		14 Calendar Days After Receipt of Order		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One-year	<input type="checkbox"/>		July 31, 2022
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$35,000.00		\$0.00	\$35,000.00	
<b>DESCRIPTION:</b> Effective July 27, 2021, the State is exercising the first option year. The revised contract expiration date is July 31, 2022.				
Effective August 1, 2021, pricing on this Contract is increased, per revised Schedule B, Pricing Matrix.				
All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement.				

**FOR THE CONTRACTOR:**

**Walkenhorst's**  
**Company Name**

E-SIGNED by Shari Erickson  
on 2021-07-27 16:30:45 EDT

**Authorized Agent Signature**

Shari Erickson

**Authorized Agent** (Print or Type)

2021-07-27 16:30:45 UTC

**Date**

**FOR THE STATE:**

E-SIGNED by Lia Gulick  
on 2021-07-27 17:59:33 EDT

**Signature**

**Lia Gulick, Deputy Director**  
**Name & Title**

**Department of Corrections**  
**Agency**

2021-07-27 17:59:33 UTC

**Date**

CONTRACT 18000001230

SCHEDULE B

PRICING MATRIX

Effective August 1, 2021

Brand Name	Style #(s)	Available Color(s) - black or white only	Size (Men's)	Width	Price per pair	Standard Stock Item (yes/no)
Shoe Corp	2800	Black	2	D	\$28.90	yes
Shoe Corp	2800	Black	2	4E	\$28.90	yes
Shoe Corp	2800	Black	2.5	D	\$28.90	yes
Shoe Corp	2800	Black	2.5	4E	\$28.90	yes
Shoe Corp	2800	Black	3	D	\$28.90	yes
Shoe Corp	2800	Black	3	4E	\$28.90	yes
Shoe Corp	2800	Black	3.5	D	\$28.90	yes
Shoe Corp	2800	Black	3.5	4E	\$28.90	yes
Shoe Corp	2800	Black	4	D	\$28.90	yes
Shoe Corp	2800	Black	4	4E	\$28.90	yes
Shoe Corp	2800	Black	4.5	D	\$28.90	yes
Shoe Corp	2800	Black	4.5	4E	\$28.90	yes
Shoe Corp	2800	Black	5	D	\$28.90	yes
Shoe Corp	2800	Black	5	4E	\$28.90	yes
Shoe Corp	2800	Black	5.5	D	\$28.90	yes
Shoe Corp	2800	Black	5.5	4E	\$28.90	yes
Shoe Corp	2800	Black	6	D	\$28.90	yes
Shoe Corp	2800	Black	6	4E	\$28.90	yes
Shoe Corp	2800	Black	6.5	D	\$28.90	yes
Shoe Corp	2800	Black	6.5	4E	\$28.90	yes
Shoe Corp	2800	Black	7	D	\$28.90	yes
Shoe Corp	2800	Black	7	4E	\$28.90	yes
Shoe Corp	2800	Black	8	D	\$28.90	yes
Shoe Corp	2800	Black	8	4E	\$28.90	yes
Shoe Corp	2800	Black	8.5	D	\$28.90	yes
Shoe Corp	2800	Black	8.5	4E	\$28.90	yes
Shoe Corp	2800	Black	9	D	\$28.90	yes
Shoe Corp	2800	Black	9	4E	\$28.90	yes
Shoe Corp	2800	Black	9.5	D	\$28.90	yes
Shoe Corp	2800	Black	9.5	4E	\$28.90	yes
Shoe Corp	2800	Black	10	D	\$28.90	yes
Shoe Corp	2800	Black	10	4E	\$28.90	yes
Shoe Corp	2800	Black	10.5	D	\$28.90	yes
Shoe Corp	2800	Black	10.5	4E	\$28.90	yes
Shoe Corp	2800	Black	11	D	\$28.90	yes
Shoe Corp	2800	Black	11	4E	\$28.90	yes
Shoe Corp	2800	Black	11.5	D	\$28.90	yes
Shoe Corp	2800	Black	11.5	4E	\$28.90	yes
Shoe Corp	2800	Black	12	D	\$28.90	yes
Shoe Corp	2800	Black	12	4E	\$28.90	yes
Shoe Corp	2800	Black	13	D	\$28.90	yes
Shoe Corp	2800	Black	13	4E	\$28.90	yes
Shoe Corp	2800	Black	14	D	\$28.90	yes
Shoe Corp	2800	Black	14	4E	\$28.90	yes

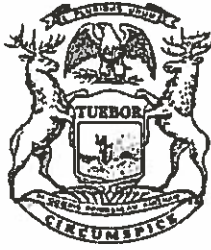
Brand Name	Style #(s)	Available Color(s) - black or white only	Size (Men's)	Width	Price per pair	Standard Stock Item (yes/no)
Shoe Corp	2800	Black	15	D	\$28.90	yes
Shoe Corp	2800	Black	15	4E	\$28.90	yes
Shoe Corp	2800	Black	16	D	\$28.90	yes
Shoe Corp	2800	Black	16	4E	\$28.90	yes
Shoe Corp	2800	Black	17	D	\$28.90	yes
Shoe Corp	2800	Black	17	4E	\$28.90	yes
Shoe Corp	2800	Black	18	D	\$28.90	yes
Shoe Corp	2800	Black	18	4E	\$28.90	yes
Shoe Corp	2800	Black	19	D	\$28.90	yes
Shoe Corp	2800	Black	19	4E	\$28.90	yes
Shoe Corp	2800	Black	20	D	\$28.90	yes
Shoe Corp	2800	Black	20	4E	\$28.90	yes

Brand Name	Style #(s)	Available Color(s) - black or white only	Size (Men's)	Width	Price per pair	Standard Stock Item (yes/no)
Shoe Corp	3700	Black	2	D	\$29.90	yes
Shoe Corp	3700	Black	2	4E	\$29.90	yes
Shoe Corp	3700	Black	2.5	D	\$29.90	yes
Shoe Corp	3700	Black	2.5	4E	\$29.90	yes
Shoe Corp	3700	Black	3	D	\$29.90	yes
Shoe Corp	3700	Black	3	4E	\$29.90	yes
Shoe Corp	3700	Black	3.5	D	\$29.90	yes
Shoe Corp	3700	Black	3.5	4E	\$29.90	yes
Shoe Corp	3700	Black	4	D	\$29.90	yes
Shoe Corp	3700	Black	4	4E	\$29.90	yes
Shoe Corp	3700	Black	4.5	D	\$29.90	yes
Shoe Corp	3700	Black	4.5	4E	\$29.90	yes
Shoe Corp	3700	Black	5	D	\$29.90	yes
Shoe Corp	3700	Black	5	4E	\$29.90	yes
Shoe Corp	3700	Black	5.5	D	\$29.90	yes
Shoe Corp	3700	Black	5.5	4E	\$29.90	yes
Shoe Corp	3700	Black	6	D	\$29.90	yes
Shoe Corp	3700	Black	6	4E	\$29.90	yes
Shoe Corp	3700	Black	6.5	D	\$29.90	yes
Shoe Corp	3700	Black	6.5	4E	\$29.90	yes
Shoe Corp	3700	Black	7	D	\$29.90	yes
Shoe Corp	3700	Black	7	4E	\$29.90	yes
Shoe Corp	3700	Black	8	D	\$29.90	yes
Shoe Corp	3700	Black	8	4E	\$29.90	yes
Shoe Corp	3700	Black	8.5	D	\$29.90	yes
Shoe Corp	3700	Black	8.5	4E	\$29.90	yes
Shoe Corp	3700	Black	9	D	\$29.90	yes
Shoe Corp	3700	Black	9	4E	\$29.90	yes
Shoe Corp	3700	Black	9.5	D	\$29.90	yes
Shoe Corp	3700	Black	9.5	4E	\$29.90	yes
Shoe Corp	3700	Black	10	D	\$29.90	yes
Shoe Corp	3700	Black	10	4E	\$29.90	yes

Brand Name	Style #(s)	Available Color(s) - black or white only	Size (Men's)	Width	Price per pair	Standard Stock Item (yes/no)
Shoe Corp	3700	Black	10.5	D	\$29.90	yes
Shoe Corp	3700	Black	10.5	4E	\$29.90	yes
Shoe Corp	3700	Black	11	D	\$29.90	yes
Shoe Corp	3700	Black	11	4E	\$29.90	yes
Shoe Corp	3700	Black	11.5	D	\$29.90	yes
Shoe Corp	3700	Black	11.5	4E	\$29.90	yes
Shoe Corp	3700	Black	12	D	\$29.90	yes
Shoe Corp	3700	Black	12	4E	\$29.90	yes
Shoe Corp	3700	Black	13	D	\$29.90	yes
Shoe Corp	3700	Black	13	4E	\$29.90	yes
Shoe Corp	3700	Black	14	D	\$29.90	yes
Shoe Corp	3700	Black	14	4E	\$29.90	yes
Shoe Corp	3700	Black	15	D	\$29.90	yes
Shoe Corp	3700	Black	15	4E	\$29.90	yes
Shoe Corp	3700	Black	16	D	\$29.90	yes
Shoe Corp	3700	Black	16	4E	\$29.90	yes
Shoe Corp	3700	Black	17	D	\$29.90	yes
Shoe Corp	3700	Black	17	4E	\$29.90	yes
Shoe Corp	3700	Black	18	D	\$29.90	yes
Shoe Corp	3700	Black	18	4E	\$29.90	yes
Shoe Corp	3700	Black	19	D	\$29.90	yes
Shoe Corp	3700	Black	19	4E	\$29.90	yes
Shoe Corp	3700	Black	20	D	\$29.90	yes
Shoe Corp	3700	Black	20	4E	\$29.90	yes

The State reserves the right to order shoe sizes that are not listed in Schedule B, if the need arises. These special orders will be handled as "specialty items."

The State reserves the right to order shoes that tie instead of Velcro, if there is a medical diagnosis that requires this type of shoe.



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Corrections  
206 E. Michigan Avenue, Lansing MI 48933  
P.O. Box 30003, Lansing, MI 48909

## NOTICE OF CONTRACT

CONTRACT NO. 180000001230  
between  
THE STATE OF MICHIGAN  
and

<b>CONTRACTOR</b>	Walkenhorst's
	445 Ingenuity Avenue
	Sparks, NV 89441
	Shari Erickson
	(707) 261-4093
	<a href="mailto:shari@walkenhorsts.com">shari@walkenhorsts.com</a>
	6466

<b>STATE</b>	Program Manager	Duncan Howard	MDOC
		(517) 335-2249	
		<a href="mailto:Howard3@michigan.gov">Howard3@michigan.gov</a>	
	Contract Monitor	Marti Kay Sherry	MDOC
		(517) 335-2076	
		<a href="mailto:Sherrym@michigan.gov">Sherrym@michigan.gov</a>	
	Contract Administrator	Lisa Lehnert	MDOC
		(517) 335-4904	
		<a href="mailto:LehnertL@michigan.gov">LehnertL@michigan.gov</a>	

CONTRACT SUMMARY			
<b>DESCRIPTION: Medically Necessary Athletic Shoes - MDOC</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 31, 2018	July 31, 2021	Two - one year options	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		14 Calendar Days After Receipt of Order	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. This contract agreement is awarded on the basis of our inquiry bearing the solicitation #180000002548. Orders for delivery will be issued directly by the department of Corrections through the issuance of a delivery order form.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$35,000.00

**FOR THE CONTRACTOR:**


**Walkenhorst's**  
**Company Name**

  
**Authorized Agent Signature**

Jason Fults  
**Authorized Agent (Print or Type)**

9/4/18  
**Date**

**FOR THE STATE:**

  
**Signature**

**Jeri-Ann Sherry, Deputy Director**  
**Name & Title**

**Department of Corrections**  
**Agency**

9/4/18  
**Date**



**STATE OF MICHIGAN  
Department of Corrections**

**Medically Necessary Athletic Shoes  
Contract # 18000001230**





# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("Contract") is agreed to between the State of Michigan (the "State") and Walkenhorst's ("Contractor"), a California S-Corporation. This Contract is effective on August 31, 2018 ("Effective Date"), and unless terminated, expires on July 31, 2021.

This Contract may be renewed for up to two additional one-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:

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

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

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

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

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

<b>If to State:</b> Department of Corrections 206 E. Michigan Avenue Lansing, MI 48933 <a href="mailto:LehnerL@michigan.gov">LehnerL@michigan.gov</a> (517) 335-4904	<b>If to Contractor:</b> Walkenhorst's 445 Ingenuity Avenue Sparks, NV 89441 <a href="mailto:shari@walkenhorsts.com">shari@walkenhorsts.com</a> (707) 261-4093
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- 3. Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "Contract Administrator"):

<b>State:</b> Lisa Lehnert Department of Corrections 206 E. Michigan Avenue Lansing, MI 48933 <a href="mailto:LehnertL@michigan.gov">LehnertL@michigan.gov</a> (517) 335-4904	<b>Contractor:</b> Shari Erickson Walkenhorst's 221 Gateway Rd. West, #201 Napa, CA 94558 <a href="mailto:shari@walkenhorsts.com">shari@walkenhorsts.com</a> (707) 261-4093
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4. **Contract Manager/Contract Compliance Inspector (CCI).** The Contract Manager for each party is the sole point of contact for each party on all contract related issues. The Contract Manager will work with the Contract Administrator/Buyer if there are reasons to modify any terms of this Contract:

<b>State:</b> Marti Kay Sherry Department of Corrections 206 E. Michigan Avenue Lansing, MI 48933 <a href="mailto:sherrym@michigan.gov">sherrym@michigan.gov</a> (517) 335-2076	<b>Contractor:</b> Shari Erickson Walkenhorst's 221 Gateway Rd. West, #201 Napa, CA 94558 <a href="mailto:shari@walkenhorsts.com">shari@walkenhorsts.com</a> (707) 261-4093
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5. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "Program Manager"):

<b>State:</b> Duncan Howard Department of Corrections 206 E. Michigan Avenue Lansing, MI 48933 <a href="mailto:Howard3@michigan.gov">Howard3@michigan.gov</a> (517) 335-2249	<b>Contractor:</b> Shari Erickson Walkenhorst's 221 Gateway Rd. West, #201 Napa, CA 94558 <a href="mailto:shari@walkenhorsts.com">shari@walkenhorsts.com</a> (707) 261-4093
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6. **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 Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
7. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

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

Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

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

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

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

**8. Reserved.**

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

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

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

- 10. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
- 11. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains

responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

12. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
13. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
14. **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.
15. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.  
  
In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
16. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
17. **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 Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 24, Termination for Cause.  
Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.  
If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.
18. **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 Schedule A. All containers and packaging becomes the State's exclusive property upon acceptance.
19. **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.

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

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/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.

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

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

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

25. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b)

continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

26. **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 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "Transition Responsibilities"). This Contract will automatically be extended through the end of the transition period.

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

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

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

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

28. **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.
29. **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 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.

30. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
31. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("State Data"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
32. **Reserved.**
33. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "Confidential Information" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. 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.

34. Reserved,.

35. Reserved.

36. Reserved.

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

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

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

38. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (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. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.



39. **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.
40. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
41. **Reserved.**
42. **Reserved.**
43. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
44. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
45. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
46. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
47. **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.
48. **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.
49. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

50. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
51. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated 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 Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, 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 WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
52. **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.
53. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
54. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
55. **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.

# STATE OF MICHIGAN

Contract No. 18000001230  
Medically Necessary Athletic Shoes

## SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

This schedule identifies the anticipated requirements of the Contract.

### BACKGROUND

This Contract(s) is to provide athletic shoes to be issued by the Michigan Department of Corrections (MDOC) to prisoners who have a medically necessary diagnosis.

### MDOC Contract Monitoring Unit

The MDOC has developed a contract monitoring unit known as the Procurement Monitoring and Compliance Division (PMCD). This unit has oversight for the Department's contracts and ensures that the Contractor is delivering services according to the contract requirements. The Contract Manager will serve as the lead for all contract related issues, and will assist in facilitating kick off meetings, determining service level agreements, overseeing the transition timeline and working with the MDOC program staff to ensure the contractual requirements are being met. A contract monitor will be assigned to monitor the contract(s), and as part of his or her role they will conduct regular monitoring of all contract related activities.

### SCOPE

This Contractor must provide athletic shoes for prisoners who have a medically necessary diagnosis according to specifications included in Section 1.1 Product Specifications and Schedule B "Pricing Matrix."

The MDOC reserves the right to modify the contract goods to best meet the needs of the MDOC prisoners and other State departments.

The MDOC reserves the right to add additional State departments to this Contract.

### REQUIREMENTS

The Contractor is required to provide specific brands and styles of quality athletic shoes to Michigan Department of Corrections prisoners. "Factory Seconds" or defective shoes will not be accepted. Substitutions of color, brand, size, or fabric will not be accepted. Items on Schedule B "Pricing Matrix" are designated as either a standard stock item or a specialty item by the Contractor. The Contractor shall keep a reasonable quantity of athletic shoes designated as stock to meet any emergency orders.

A standard stock item is a product that the Contractor maintains in its inventory and is readily available for shipment.

A specialty item is a product that the Contractor does not maintain in its inventory and it must be specially produced or procured for this Contract. This item is not usually readily available for shipment.

### 1. General Requirements

#### 1.1. Product Specifications

The Contractor must provide athletic shoes that meet the following requirements:

- A. Acceptable Brand(s) and model(s):
  - Shoe Corp – Style #2800
  - Shoe Corp – Style #3700 (Mid-high) – lace closure
- B. Solid black or solid white leather upper
- C. Black, white or clear sole

- D. Velcro closure, excluding New Balance Training Shoe – Style #624 and Shoe Corp – Style #3700
- E. Cushioned arch and insole
- F. Upper stitched to non-marking sole
- G. No metal or plastic parts
- H. Shoes must not contain air pumps, pockets, flashing lights, gel or any air pockets
- I. Shoes must be available in men's and women's sizes, including wide widths. Required sizes are noted on Schedule B.

The MDOC is not obligated to purchase in any specific quantity.

New or used- All items provided by Contractor must be new. No used items will be accepted.

The State reserves the right to order shoes that tie instead of Velcro, if there is a medical diagnosis that requires this type of shoe.

### **1.2. Warranties**

The Contractor has a 30-day manufacturer warranty against defects in materials and workmanship applicable from the date offender takes possession. If the Contractor determines after inspection of the product, that a defect has occurred as a result of normal use, the Contractor will replace the defective product. Products damaged through wear and tear, misuse or neglect will not be replaced.

To report any issues with the product, call or email the Contractor Representative noted on the Contract cover page.

All shipping costs for defective, damaged and/or flawed products will be at no cost to the State. The Contractor is solely responsible to coordinate the refund/return/replacement of damaged and/or flawed products.

The State reserves the right to require additional warranties other than those identified by the Contractor and mutually agreed upon by the MDOC for the length of the Contract.

### **1.3. Recall Requirements and Procedures**

In the event of a recall, the Contractor must immediately notify MDOC Contract Administrator, Contract Monitor, and Program Manager by email. The Contractor must provide instructions detailing the process to return the products to the Contractor at the expense of the Contractor. The Contractor is solely responsible for notifying MDOC and coordinating the return of the products.

### **1.4. Reserved.**

### **1.5. Reserved.**

### **1.6. Incorrectly Filled Orders**

The MDOC must notify the Contractor Representative noted on the Contract cover page for all order errors. Replacement orders should be sent out within a 24-hour period. All returns for incorrectly filled orders must be at no cost to the State. Incorrect orders should be refilled in the specified timeframes noted in Section 2.1.

The Contractor is solely responsible to coordinate the refund/return/replacement of incorrectly filled orders.

### **1.7. Return Policy and Procedure**

If, for any reason, the MDOC determines it wants to return a product at no fault of the Contractor, contact the Contractor Representative for a return label. The MDOC may return the merchandise, in its original condition and with freight prepaid, within 30 days for an exchange, refund or credit. Restocking charges may apply to some items.

## **2. Service Levels**

### **2.1. Time Frames**

Standard stock items noted in Schedule B must be delivered within 14 calendar days of receipt of order. Shipments of partial orders are acceptable, as long as the entire order is received within 14 calendar days of receipt of order. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

The Contractor is solely responsible to ensure that it or any suppliers/subcontractors meet the delivery requirement.

The Contractor may need a four week lead time at the start of the new Contract

In the event that the contract items are on backorder, the MDOC reserves the right to cancel the Delivery Order and to purchase the items from other sources.

## 2.2. Reporting

The Contractor must submit to the MDOC Program Manager or designee, a Monthly Order History Report within 15 calendar days from the close of the previous month and all other reports within 14 calendar days of receipt of request. All reports must be submitted in a modifiable format (e.g. Microsoft Word, Excel, etc.). Required reporting includes:

- A. Monthly Order History Report, which must include prisoner name and number, facility location, item description, item number, quantity purchased, order receipt date, ship date and delivery tracking information.
- B. Usage reports with data by brand, item, purchase location and year, and timeframe (i.e. monthly, quarterly, annual or contract life) as requested by the MDOC.
- C. Any other reports that the MDOC requests.

## 2.3. Meetings

The Contractor must attend the following meetings:

- A. Kick-off meeting within 30 calendar days of the Effective Date
- B. The State may request other meetings as it deems appropriate.

These meetings may be held in person, by phone call or by video conferencing as agreed upon by all parties.

## 3. Staffing

### 3.1. Contractor Representative

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

The Contractor should notify the Contract Administrator at least 15 calendar days before removing or assigning a new Contractor Representative.

The Contractor Representative should be located within the continental United States.

The Contractor's Customer Service Representative is:

<b>Customer Representative's Name:</b>	Shari Erickson
<b>Title:</b>	Marketing and Sales
<b>Telephone Number:</b>	(707) 261-4093
<b>Fax Number:</b>	(707) 261-4021
<b>Email Address:</b>	<a href="mailto:shari@walkenhorsts.com">shari@walkenhorsts.com</a>
<b>City and state of physical location:</b>	Napa, CA

### 3.2. Customer Service Toll-Free Number

The Contractor's toll-free number is (800) 660-9255 extension 6802 for the State to make contact with the Contractor Representative if one is available. The Contractor Representative should be available for calls during the hours of 8 am to 5 pm EST.

### 3.3. Reserved.

### 3.4. Security

The Contractor will be subject to the following security procedures:

1. All Contractor and subcontractor staff working on the Contract must undergo a security and background check, to include at a minimum ICHAT <http://apps.michigan.gov/ichat/home.aspx>, to be performed by the Contractor at its expense.
2. The Contractor's and subcontractor's staff that are entering a State-MDOC facility must be Law Enforcement Information Network (LEIN) cleared by the State-MDOC prior to facility entry. The Contractor and subcontractor must submit the LEIN information to the State-MDOC Contract Manager at least two business days prior to the facility visit. If an employee of the Contractor or subcontractor has a felony or misdemeanor conviction (excluding minor driving offenses), that employee may not be permitted to enter any State-MDOC facility. The LEIN check is no cost to the Contractor, and must be updated annually once contract is awarded. The State is not responsible for any costs associated with a service call, if the Contractor's employee is denied entry based on LEIN clearances.
3. The Contractor's or subcontractor's staff may be required to complete and submit an RI-8 Fingerprint Card for Finger Print Checks to the Contract Monitor upon request.
4. The Contractor must anticipate delays when visiting any facility due to issues that may occur within that facility. Potential delays can occur when attempting to enter facilities, as well as during services performed while within the secured perimeters.
5. All vehicles entering a MDOC correctional facility must be inspected before entry into the secure perimeter.
6. The MDOC reserves the right to deny access to any facility, to any Contractor(s)/ subcontractor(s) staff members 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.
7. All drug, alcohol, tobacco products, cellular devices, smart watches, computers, weapons, fireworks and explosives are prohibited at all correctional facilities.
8. Contractor(s) that come into the Administration Building of a correctional facility must secure their cellular devices, personal tobacco products, smart watches, computers, and any incendiary items in their locked vehicle prior to entrance. If the Contractor arrives with such products, the Contractor will be requested to return them to their locked/secured motor vehicle.
9. The State-MDOC may require the Contractor's personnel to wear State-MDOC issued identification badges.
10. If the Contractor's and subcontractor's staff is ever required to enter MDOC facilities, the Contractor will be asked to: (a) explain how it intends to ensure the security of MDOC facilities, (b) whether it uses uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks.

#### **4. Pricing**

##### **4.1. Price Term**

Pricing is firm for the initial base three year term of the Contract. Adjustments may be requested, in writing, by either party during an option year and will be firm for 365 calendar days after the effective date of the price change. The State prefers a 60 calendar day notice prior to exercising an option year.

Option year 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.

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.

The MDOC must be notified of any item that is discontinued during the term of the Contract and the item that the Contractor proposes to replace the discontinued item must be approved by the MDOC. The approved item that replaces the discontinued item will be added to the Contract and must be provided at the fixed price or lower.

The Contractor's prices are "F.O.B. Destination, within Government Premises" with transportation charges included in the unit price on all orders. The State will not pay any freight.

## **5. Ordering**

### **5.1. Authorizing Document**

The appropriate authorizing document for the Contract will be a delivery order (DO) for required items. The Contractor is not authorized to ship any items without the receipt of a DO.

### **5.2 Order Verification**

The Contractor must have internal controls, approved by MDOC, to verify abnormal orders and to ensure that only authorized individuals place orders.

## **6. Delivery**

### **6.1. Delivery Programs**

The Contractor will consider quick ship options on an as need basis and surcharges may apply.

The Contractor will use third party shipping, such as UPS, as its preferred method.

### **6.2. Packaging and Palletizing**

The Contractor must include a packing slip with each delivery. The packing slip must include, at a minimum, the Contractor's name, delivery order number, correctional facility name, deliverable, prisoner name and prisoner number, shipped quantity and quantity on backorder. The packing slip must be written in English.

Each pair of shoes should be individually bagged in clear plastic and boxed.

Packaging must be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets, if needed.

## **7. Acceptance**

### **7.1. Acceptance**

The acceptance process is defined in Section 17, Acceptance, of the Standard Contract Terms.

The State will use the following criteria to determine acceptance of the Contract Activities:

1. Itemized packing slip must accompany all deliveries and deliveries must be signed for by receiving staff.
2. Damaged boxes may be refused.
3. Detailed invoice must be received.
4. Order shipment is complete and correct.

Signing for the delivery does not constitute acceptance. Acceptance occurs when the State has verified: the requested quantities are delivered in the requested time frame, product is verified to conform to the specifications of the contract, and the quantities are verified with the purchase order and shipper.

## **8. Invoice and Payment**

### **8.1. Invoice Requirements**

All invoices submitted to the State must include: (a) date; (b) master agreement number; (c) delivery order number; (d) ship to location; (e) quantity; (f) description of the Contract Activities; (g) prisoner name and prisoner number; (h) unit price; and (i) total price.

Invoices should be received by MDOC within 30 calendar days of delivery of goods.

Invoices may be emailed to [MDOCAP@michigan.gov](mailto:MDOCAP@michigan.gov). Questions and concerns may also be emailed to [MDOCAP@michigan.gov](mailto:MDOCAP@michigan.gov).

### **8.2. Payment Methods**

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

### **8.3. Service Level Agreements (SLAs)**

MDOC has developed a SLA to ensure the contract requirements are being met (See Schedule A-3).

## **9. Additional Requirements**

### **9.1. Environmental and Energy Efficient Products**

The Contractor must identify any energy efficient, bio-based, or otherwise environmental friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States department of agriculture certified bio based product label.

### **9.2. Hazardous Chemical Identification**

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

### **9.3. Mercury Content**

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

### **9.4. Brominated Flame Retardants**

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.

The products do not contain BFRs.



**SCHEDULE A-3  
SERVICE LEVEL AGREEMENTS**



<b>Agency/Vendor:</b> Walkenhorst's
<b>Contract #:</b> 180000001230
<b>Effective Date:</b> August 31, 2018
<b>Metric 1: Delivery</b>
<b>Definition and Purpose</b>
The Contractor shall deliver all standard stock items within 14 calendar days of receipt of order and specialty items within 45 calendar days of receipt of the order.
<b>Timeframe:</b>
This metric will be reviewed and assessed on a quarterly basis.
<b>Data Source:</b>
<ol style="list-style-type: none"> <li>1. Required Monthly Order History Report</li> <li>2. Shipment Tracking Information</li> <li>3. Delivery Receipts (if available)</li> </ol>
<b>Methodology:</b>
<ol style="list-style-type: none"> <li>1. MDOC staff will pull a random sample from the monthly Order History Report for the quarter. The process will then include reviewing the order date, the shipping date, and verifying the shipment tracking information to ensure it delivered within the contract timeframe.</li> <li>2. MDOC may also review delivery receipts provided by MDOC staff to verify shipping and delivery dates.</li> </ol>
<b>Acceptable Standard:</b>
The Contractor must ensure all standard stock orders from the State are delivered within 14 calendar days from the receipt of order. Specialty items from the State must be delivered within 45 calendar days of receipt of the order. The acceptable standard is 100% compliance.
<b>Amount for Failing to Meet Service Level Agreement</b>
\$100.00 will be assessed on any standard stock item delivered outside of the 14 calendar days from receipt of the order, and any specialty item delivered outside of the 45 calendar days from receipt of the order. An additional \$500.00 will be assessed on any standard stock or specialty item order that is found to be delivered outside of 90 calendar days from receipt of order.
Extenuating circumstances will be reviewed by the MDOC Contract Manager before any dollar amounts are assessed. For any credit that is assessed, it will be deducted from a subsequent invoiced payment.

# STATE OF MICHIGAN

Contract No. 180000001230  
Medically Necessary Athletic Shoes

## **SCHEDULE B PRICING MATRIX**

1. Pricing is FOB Destination. Prices include all costs, including but not limited to, freight, 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. See Excel spreadsheet, Schedule B, for pricing and product information.

**CONTRACT 18000001230**

**SCHEDULE B  
PRICING MATRIX**

<b>Brand Name</b>	<b>Style #(s)</b>	<b>Available Color(s) - black or white only</b>	<b>Size (Men's)</b>	<b>Width</b>	<b>Price per pair</b>	<b>Standard Stock Item (yes/no)</b>
Shoe Corp	2800	Black	2	D	\$16.00	yes
Shoe Corp	2800	Black	2	4E	\$16.00	yes
Shoe Corp	2800	Black	2.5	D	\$16.00	yes
Shoe Corp	2800	Black	2.5	4E	\$16.00	yes
Shoe Corp	2800	Black	3	D	\$16.00	yes
Shoe Corp	2800	Black	3	4E	\$16.00	yes
Shoe Corp	2800	Black	3.5	D	\$16.00	yes
Shoe Corp	2800	Black	3.5	4E	\$16.00	yes
Shoe Corp	2800	Black	4	D	\$16.00	yes
Shoe Corp	2800	Black	4	4E	\$16.00	yes
Shoe Corp	2800	Black	4.5	D	\$16.00	yes
Shoe Corp	2800	Black	4.5	4E	\$16.00	yes
Shoe Corp	2800	Black	5	D	\$16.00	yes
Shoe Corp	2800	Black	5	4E	\$16.00	yes
Shoe Corp	2800	Black	5.5	D	\$16.00	yes
Shoe Corp	2800	Black	5.5	4E	\$16.00	yes
Shoe Corp	2800	Black	6	D	\$16.00	yes
Shoe Corp	2800	Black	6	4E	\$16.00	yes
Shoe Corp	2800	Black	6.5	D	\$16.00	yes
Shoe Corp	2800	Black	6.5	4E	\$16.00	yes
Shoe Corp	2800	Black	7	D	\$16.00	yes
Shoe Corp	2800	Black	7	4E	\$16.00	yes
Shoe Corp	2800	Black	8	D	\$16.00	yes
Shoe Corp	2800	Black	8	4E	\$16.00	yes
Shoe Corp	2800	Black	8.5	D	\$16.00	yes
Shoe Corp	2800	Black	8.5	4E	\$16.00	yes
Shoe Corp	2800	Black	9	D	\$16.00	yes
Shoe Corp	2800	Black	9	4E	\$16.00	yes
Shoe Corp	2800	Black	9.5	D	\$16.00	yes
Shoe Corp	2800	Black	9.5	4E	\$16.00	yes
Shoe Corp	2800	Black	10	D	\$16.00	yes
Shoe Corp	2800	Black	10	4E	\$16.00	yes
Shoe Corp	2800	Black	10.5	D	\$16.00	yes
Shoe Corp	2800	Black	10.5	4E	\$16.00	yes
Shoe Corp	2800	Black	11	D	\$16.00	yes
Shoe Corp	2800	Black	11	4E	\$16.00	yes
Shoe Corp	2800	Black	11.5	D	\$16.00	yes
Shoe Corp	2800	Black	11.5	4E	\$16.00	yes
Shoe Corp	2800	Black	12	D	\$16.00	yes
Shoe Corp	2800	Black	12	4E	\$16.00	yes
Shoe Corp	2800	Black	13	D	\$16.00	yes
Shoe Corp	2800	Black	13	4E	\$16.00	yes
Shoe Corp	2800	Black	14	D	\$16.00	yes
Shoe Corp	2800	Black	14	4E	\$16.00	yes

Brand Name	Style #(s)	Available Color(s) - black or white only	Size (Men's)	Width	Price per pair	Standard Stock Item (yes/no)
Shoe Corp	2800	Black	15	D	\$16.00	yes
Shoe Corp	2800	Black	15	4E	\$16.00	yes
Shoe Corp	2800	Black	16	D	\$16.00	yes
Shoe Corp	2800	Black	16	4E	\$16.00	yes
Shoe Corp	2800	Black	17	D	\$16.00	yes
Shoe Corp	2800	Black	17	4E	\$16.00	yes
Shoe Corp	2800	Black	18	D	\$16.00	yes
Shoe Corp	2800	Black	18	4E	\$16.00	yes
Shoe Corp	2800	Black	19	D	\$16.00	yes
Shoe Corp	2800	Black	19	4E	\$16.00	yes
Shoe Corp	2800	Black	20	D	\$16.00	yes
Shoe Corp	2800	Black	20	4E	\$16.00	yes

Brand Name	Style #(s)	Available Color(s) - black or white only	Size (Men's)	Width	Price per pair	Standard Stock Item (yes/no)
Shoe Corp	3700	Black	2	D	\$20.00	yes
Shoe Corp	3700	Black	2	4E	\$20.00	yes
Shoe Corp	3700	Black	2.5	D	\$20.00	yes
Shoe Corp	3700	Black	2.5	4E	\$20.00	yes
Shoe Corp	3700	Black	3	D	\$20.00	yes
Shoe Corp	3700	Black	3	4E	\$20.00	yes
Shoe Corp	3700	Black	3.5	D	\$20.00	yes
Shoe Corp	3700	Black	3.5	4E	\$20.00	yes
Shoe Corp	3700	Black	4	D	\$20.00	yes
Shoe Corp	3700	Black	4	4E	\$20.00	yes
Shoe Corp	3700	Black	4.5	D	\$20.00	yes
Shoe Corp	3700	Black	4.5	4E	\$20.00	yes
Shoe Corp	3700	Black	5	D	\$20.00	yes
Shoe Corp	3700	Black	5	4E	\$20.00	yes
Shoe Corp	3700	Black	5.5	D	\$20.00	yes
Shoe Corp	3700	Black	5.5	4E	\$20.00	yes
Shoe Corp	3700	Black	6	D	\$20.00	yes
Shoe Corp	3700	Black	6	4E	\$20.00	yes
Shoe Corp	3700	Black	6.5	D	\$20.00	yes
Shoe Corp	3700	Black	6.5	4E	\$20.00	yes
Shoe Corp	3700	Black	7	D	\$20.00	yes
Shoe Corp	3700	Black	7	4E	\$20.00	yes
Shoe Corp	3700	Black	8	D	\$20.00	yes
Shoe Corp	3700	Black	8	4E	\$20.00	yes
Shoe Corp	3700	Black	8.5	D	\$20.00	yes
Shoe Corp	3700	Black	8.5	4E	\$20.00	yes
Shoe Corp	3700	Black	9	D	\$20.00	yes
Shoe Corp	3700	Black	9	4E	\$20.00	yes
Shoe Corp	3700	Black	9.5	D	\$20.00	yes
Shoe Corp	3700	Black	9.5	4E	\$20.00	yes
Shoe Corp	3700	Black	10	D	\$20.00	yes
Shoe Corp	3700	Black	10	4E	\$20.00	yes

Brand Name	Style #(s)	Available Color(s) - black or white only	Size (Men's)	Width	Price per pair	Standard Stock Item (yes/no)
Shoe Corp	3700	Black	10.5	D	\$20.00	yes
Shoe Corp	3700	Black	10.5	4E	\$20.00	yes
Shoe Corp	3700	Black	11	D	\$20.00	yes
Shoe Corp	3700	Black	11	4E	\$20.00	yes
Shoe Corp	3700	Black	11.5	D	\$20.00	yes
Shoe Corp	3700	Black	11.5	4E	\$20.00	yes
Shoe Corp	3700	Black	12	D	\$20.00	yes
Shoe Corp	3700	Black	12	4E	\$20.00	yes
Shoe Corp	3700	Black	13	D	\$20.00	yes
Shoe Corp	3700	Black	13	4E	\$20.00	yes
Shoe Corp	3700	Black	14	D	\$20.00	yes
Shoe Corp	3700	Black	14	4E	\$20.00	yes
Shoe Corp	3700	Black	15	D	\$20.00	yes
Shoe Corp	3700	Black	15	4E	\$20.00	yes
Shoe Corp	3700	Black	16	D	\$20.00	yes
Shoe Corp	3700	Black	16	4E	\$20.00	yes
Shoe Corp	3700	Black	17	D	\$20.00	yes
Shoe Corp	3700	Black	17	4E	\$20.00	yes
Shoe Corp	3700	Black	18	D	\$20.00	yes
Shoe Corp	3700	Black	18	4E	\$20.00	yes
Shoe Corp	3700	Black	19	D	\$20.00	yes
Shoe Corp	3700	Black	19	4E	\$20.00	yes
Shoe Corp	3700	Black	20	D	\$20.00	yes
Shoe Corp	3700	Black	20	4E	\$20.00	yes

The State reserves the right to order shoe sizes that are not listed in Schedule B, if the need arises. These special orders will be

The State reserves the right to order shoes that tie instead of Velcro, if there is a medical diagnosis that requires this type of shoe.