Eproposal instructions

**Department of Corrections**

**Prisoner Linen**

**Request for Proposal No. 240000001864**

Solicitation Manager Name: Arnold Vande Mark

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**This is a Request for Proposal (RFP) for:**

**Prisoner Linen**

**RFP Timeline**

| Event | Time | Date |
| --- | --- | --- |
| **RFP issue date** | N/A | Friday, April 5, 2024 |
| **Deadline for bidders to submit questions about this RFP**  | 3:00 p.m. Eastern  | Wednesday, April 17, 2024 |
| **Anticipated date the State will post answers to bidder questions on** [**www.michigan.gov/SIGMAVSS**](http://www.michigan.gov/SIGMAVSS) |  | Thursday, April 25, 2024 |
| **Proposal deadline\*** | 3:00 p.m. Eastern | Wednesday, May 15, 2024 |
| **Anticipated contract begin date**  | N/A | Friday, July 12, 2024 |

**\*A bidder’s proposal received at 3:00:01 p.m. Eastern is late and subject to disqualification.**

This RFP is subject to change. Check [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS) for current information.

1. **PROPOSAL PREPARATION.** The State recommends reading **all** RFP materials prior to preparing a proposal, particularly these Proposal Instructions and the Vendor Questions Worksheet. Bidders must follow these Proposal Instructions and provide a complete response to the items indicated in the RFP Structure and Documentation table below. References and links to websites or external sources may not be used in lieu of providing the information requested in the RFP within the proposal. Include the bidder’s company name in the header of all documents submitted with your proposal. **Note that all documents and information submitted as part of a proposal will become public record immediately upon receipt by the State. Proposals received by the State may be posted on the State’s publicly available website after bidders are notified of the award recommendation.**

**Alternate Specifications**

**For alternate specifications, Bidders must submit any proposed alternate specifications or products as a question by the deadline for bidder questions. Specifications must be emailed with the question. The State may or may not approve a proposed alternate, in its sole discretion. Approval or disapproval of proposed alternates will be posted in the Q&A document online.**

**Samples**

**Prior to starting production, at the request of the MDOC Program Manager, Contractor must provide a sample of the product for MDOC’s approval. MDOC will examine the sample to determine if it meets the specifications. If MDOC does not approve the sample, MDOC, at its own discretion, may request additional samples for approval or cancel the contract and award to the next best value bidder.**

**RFP Structure and Documentation**

|  |  |  |
| --- | --- | --- |
| Document | Description | Bidder Response Instructions  |
| Cover Page | Provides RFP title and number, important dates, and contact information for Solicitation Manager | Informational |
| Proposal Instructions | Provides RFP instructions to bidders | Informational |
| Confidential Treatment Form | Required verification on whether bidder’s proposal contains confidential information  | Bidder to complete and submit by proposal deadline |
| Vendor Questions Worksheet | Questions to bidders on background and experience | Bidder to complete and submit by proposal deadline |
| Schedule A – Statement of Work | Statement of work | Bidder to complete and submit by proposal deadline |
| Schedule A, Attachment 1- PREA Standards | PREA Standards  | Informational – to be reviewed by the contractor for questions or concerns. |
| Schedule A, Attachment 2-PREA Program A for CFA | PREA Program A CFA  | Informational – to be reviewed by the contractor for questions or concerns. |
| Schedule A, Attachment 3- Vendor Rules and Regulations | Provides directions and rules to be followed by Contractor staff while working in MDOC facilities.  | Informational |
| Schedule B – Pricing  | Pricing for goods and services sought by the State through this RFP | Bidder to complete and submit by proposal deadline |
| Schedule C- Service Level Agreements | Service Level Agreements for resulting Contract | Bidder to complete and submit by proposal deadline |
| Schedule D- Cost Factors | Cost Factors for each proposed product | Bidder to complete and submit by proposal deadline |
| Schedule E - Facility List and Addresses | Facility list and addresses for deliveries. | Informational |
| Contract Terms | Provides legal terms for a contract awarded through this RFP | Deemed accepted by bidder unless information required in the **Evaluation Process** section of this document is submitted by proposal deadline. |

1. **CONTACT INFORMATION FOR THE STATE.** The sole point of contact for the State concerning this RFP is listed on the Cover Page. Contacting any other State personnel, agent, consultant, or representative about this RFP may result in bidder disqualification.
2. **RESERVED. (PRE-PROPOSAL MEETING)**
3. **MODIFICATIONS.** The State may modify this RFP at any time. Modifications will be posted on [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS). This is the only method by which the RFP may be modified.
4. **QUESTIONS.** Bidder questionsabout this RFP must be emailed to the Solicitation Manager no later than the time and date specified on the Cover Page. In the interest of transparency, only written questions are accepted. Answers to questions will be posted on [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS). Submit questions using the format below; a Microsoft Excel format or similar is suggested.

|  |  |  |  |
| --- | --- | --- | --- |
| ****Q #**** | ****Document and Section**** | ****Page #**** | ****Bidder Question**** |
|  |  |  |  |

1. **DELIVERY OF PROPOSAL.**

**Electronic** – The bidder must submit its proposal, all attachments, and any modifications or withdrawals electronically through [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS).The price proposal should be saved separately from all other proposal documents. The bidder should submit all documents in a modifiable (native) format (examples include but are not limited to Microsoft Word or Excel and Google Docs or Sheets). In addition to submitting documents in a modifiable format, the bidder may also submit copies of documents in PDF. Attachment file size is limited to 6 MB per document. Bidder’s failure to submit a proposal as required may result in disqualification. The proposal and attachments must be fully uploaded and submitted prior to the proposal deadline. **Do not wait until the last minute to submit a proposal**, as the SIGMA VSS system requires the creation of an account and entry of certain information, in addition to uploading and submitting the materials. The SIGMA VSS system **will not** allow a proposal to be submitted after the proposal deadline identified in the solicitation Closing On/Closing Date fields (Summary view/Detail view), even if a portion of the proposal has been uploaded.

Questions on how to submit information or how to navigate in the SIGMA VSS system can be answered by calling **(517) 284-0540 or (888) 734-9749**. The Solicitation Manager will not provide assistance related to the submittal of the proposal and all attachments on the day of the proposal deadline. Responsibility for a complete submission lies with the bidder. **Note that all documents and information submitted in any manner as part of a proposal will become public record immediately upon receipt by the State. Proposals received may be posted by the State on the State’s publicly available website after bidders are notified of the award recommendation.**

1. **RESERVED. (MANDATORY MINIMUM REQUIREMENTS)**
2. **EVALUATION PROCESS.** The State will evaluate each proposal based on the following factors:

|  | Technical Evaluation Criteria | Weight |
| --- | --- | --- |
| 1. | Product Quality – Schedule A, Statement of Work, Sections 1-4 | 30 |
| 2. | Service Capabilities – Schedule A, Statement of Work, Sections 5 | 20 |
| 3. | Delivery Capabilities – Schedule A, Statement of Work, Section 6 | 40 |
| 4. | Vendor Questions Worksheet | 10 |
|  | **Total** | 100 |

Proposals receiving 80 or more technical evaluation points will have pricing evaluated and considered for award.

The State may utilize all bidder information, without regard to a proposal’s technical score, to determine fair market value for goods or services sought. The State is not obligated to accept the lowest price proposal. If applicable, the State’s evaluation will include consideration of a bidder’s qualified disabled veterans/service-disabled veteran owned business(QDV/SDVOB) status under [MCL 18.1261(8)](http://www.legislature.mi.gov/%28S%2812rtpbjmznw1mn4opquus2gz%29%29/mileg.aspx?page=getObject&objectName=mcl-18-1261). Additional information on the SDVOB preference is available at: [Michigan.gov/SDVOB](https://www.michigan.gov/SDVOB).

The State strongly encourages strict adherence to the Contract Terms. The State reserves the right to deem a bid non-responsive for failure to accept the Contract Terms. Nevertheless, the bidder may submit proposed changes to the Contract Terms in track changes (i.e., visible edits) with an explanation of the bidder’s need for each proposed change. Failure to include track changes with an explanation of the bidder’s need for the proposed change constitutes the bidder’s acceptance of the Contract Terms. General statements, such as that the bidder reserves the right to negotiate the terms and conditions, may be considered non-responsive. Failure to respond timely to requests for proposed changes to Contract Terms during ongoing negotiations may be cause for disqualification.

The State may but is not required to conduct an on-site visit to tour and inspect the bidder’s facilities; require an oral presentation of the bidder's proposal; conduct interviews, research, reference checks, and background checks; and request additional price concessions at any point during the evaluation process.

1. **NOTICE OF DEFICIENCY.** The State reserves the right to issue a **Notice of Deficiency** to bidders if the State determines after the proposal deadline that a portion of the RFP was deficient, unclear, or ambiguous. Failure to respond to a **Notice of Deficiency** timely may be cause for disqualification.
2. **CLARIFICATION REQUEST.** The State reserves the right to issue a **Clarification Request** to a bidder to clarify its proposal if the State determines the proposal is not clear. Failure to respond to a **Clarification Request** timely may be cause for disqualification.
3. **RESERVATIONS.** The State reserves the right to:
	1. Disqualify a bidder for failure to follow these instructions.
	2. Discontinue the RFP process at any time for any or no reason. The issuance of an RFP, your preparation and submission of a proposal, and the State’s subsequent receipt and evaluation of your proposal does not commit the State to award a contract to you or anyone, even if all the requirements in the RFP are met.
	3. Consider late proposals if: (i) no other proposals are received; (ii) no complete proposals are received; (iii) the State received complete proposals, but the proposals did not meet mandatory minimum requirements or technical criteria; or (iv) the award process fails to result in an award.
	4. Consider an otherwise disqualified proposal if no other proposals are received.
	5. Disqualify a proposal based on: (i) information provided by the bidder in response to this RFP; (2) the bidder’s failure to complete registration on [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS) ; or (3) if it is determined that a bidder purposely or willfully submitted false or misleading information in response to the RFP.
	6. Consider prior performance with the State in making its award decision.
	7. Consider overall economic impact to the State when evaluating proposal pricing and in the final award recommendation. This includes but is not limited to: considering principal place of performance, number of Michigan citizens employed or potentially employed, dollars paid to Michigan residents, Michigan capital investments, job creation, tax revenue implications, and economically disadvantaged businesses.
	8. Consider total-cost-of-ownership factors (e.g., transition and training costs) when evaluating proposal pricing and in the final award recommendation.
	9. Refuse to award a contract to any bidder that has failed to pay State taxes or has outstanding debt with the State.
	10. Enter into negotiations with one or more bidders on price, terms, technical requirements, or other deliverables.
	11. Award multiple, optional-use contracts, or award by Contract Activity.
	12. Evaluate the proposal outside the scope identified in the **Evaluation Process** section of this document if the State receives only one proposal.
4. **AWARD RECOMMENDATION.** The contract will be awarded to the responsive and responsible bidder who offers the best value to the State, as determined by the State. Best value will be determined by the bidder meeting the minimum point threshold and offering the best combination of the factors stated in the **Evaluation Process** section of this document, and price, as demonstrated by the proposal. The State will post an **Award Recommendation and Evaluation Synopsis** on [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS) or in the manner it was originally published.
5. **DEBRIEF MEETING AND BID PROTEST.** The State will post an ***Award Recommendation and Evaluation Synopsis*** which will provide instructions on how to request a debrief meeting.

If you wish to initiate a protest of the award, you must submit your written protest to MDOC-Procurement@michigan.gov no later than 3:00pm EST, seven (7) business days after posting the ***Award Recommendation and Evaluation Synopsis***. The State reserves the right to adjust this timing and will publish any change.

Additional information about the protest process is available at [DTMB - Programs and Policies (michigan.gov)](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.michigan.gov%2Fdtmb%2Fprocurement%2Fcontractconnect%2Fprograms-and-policies&data=05%7C01%7CMarpleA%40michigan.gov%7C36259407b7714f2fc9b608da4d2f9a34%7Cd5fb7087377742ad966a892ef47225d1%7C0%7C0%7C637907164092143816%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=9%2F9Df8aIcjEZ0FFOBpbCkgMx6x844b20gK2zRJR7ZVE%3D&reserved=0) under the “Bidder Protests” link.

1. **STATE ADMINISTRATIVE BOARD.** Contracts equal to $250,000 or greater than require approval by the State Administrative Board. The State Administrative Board’s decision is final; however, its approval does not constitute a contract. The award process is not complete until the awarded contractor receives a contract fully executed by all parties.
2. **GENERAL CONDITIONS.** The State will not be liable for any costs, expenses, or damages incurred by a bidder participating in this solicitation. The bidder agrees that its proposal will be considered an offer to do business with the State in accordance with its proposal, including the Contract Terms, and that its proposal will be irrevocable and binding for a period of **180** calendar days from date of submission. If a contract is awarded to the bidder, the State may, at its option, incorporate any part of the bidder’s proposal into a contract. This RFP is not an offer to enter into a contract. This RFP may not provide a complete statement of the State’s environment or contain all matters upon which agreement must be reached. The bidder understands that their proposal will become public record immediately upon receipt by the State. Other than verified trade secrets, proposals submitted via [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS) are the State’s property.
3. **CONFIDENTIAL TREATMENT FORM AND THE FREEDOM OF INFORMATION ACT.** As a public record, all portions of the bidder’s proposal and resulting contract are subject to disclosure as required under Michigan’s Freedom of Information Act (FOIA), MCL 15.231, et seq. However, the State may exempt some information from disclosure as permitted by law. Under MCL 18.1261(13)(b), records containing “a trade secret as defined under section 2 of the uniform trade secrets act, 1998 PA 448, MCL 445.1902,” are exempt from disclosure under FOIA. In addition, “financial or proprietary information” submitted with a bidder’s proposal is exempt from disclosure under FOIA. **A bidder’s failure to comply with this Section is grounds for rejecting a bidder’s proposal as non-responsive.** As a part of its proposal, each bidder must follow the procedure below.
	1. **SUBMIT A COMPLETED “CONFIDENTIAL TREATMENT FORM” (CT FORM) WITH YOUR BID**. Completion and submission of the CT Form is required regardless of whether the bidder seeks confidential treatment of information. **Failure to submit a completed CT Form may be cause for disqualification from the solicitation process. If a bidder fails to properly complete and submit the CT Form or otherwise fails to follow CT Form instructions, the proposal may be publicly disclosed in its entirety without redaction after an award recommendation.**
		1. Complete and sign Section 1 of the CT Form if the bidder does NOT request confidential treatment of information contained in its proposal; or
		2. Complete and sign Section 2 of the CT Form if the bidder requests confidential treatment of certain information. **Bidder must also submit a “Public Copy” of the proposal with the trade secret, financial, and proprietary information redacted and clearly labeled as the “Public Copy.”**
		3. Failure to complete and sign a CT Form may result in disqualification of the bidder. **If a bidder fails to properly complete and submit the CT Form or otherwise fails to follow the CT Form instructions, the proposal, in its entirety, will be treated as a “Public Copy” and may be publicly disclosed by the State without redaction after bidders have been notified of an award recommendation.**
	2. **FOIA REQUESTS.** If a FOIA request is made for a bidder’s proposal, the Public Copy may be distributed to the public along with the bidder’s CT Form. The CT Form is a public document and serves as an explanation for the redactions to the Public Copy. Do not put any trade secret, financial, or proprietary information in the CT Form. Do not redact the CT Form itself.
	3. **NO ADVICE.** The State will not advise a bidder as to the nature or content of documents entitled to protection from disclosure under FOIA or other laws, as to the interpretation of such laws, or as to the definition of trade secret or financial or proprietary information. Nothing contained in this provision will modify or amend requirements and obligations imposed on the State by FOIA or other applicable law.
	4. **FAILURE TO REQUEST CONFIDENTIAL TREATMENT.** Failure to request material be treated as confidential as specified herein relieves the State, its agencies, and personnel from any responsibility for maintaining material in confidence.
	5. Bids containing a request to maintain an entire proposal as confidential may be rejected as non-responsive. Bidders may not request confidential treatment with respect to resumes, pricing, and marketing materials. The State reserves the right to determine whether material designated as exempt by a bidder falls under MCL 18.1261 or other applicable FOIA exemptions. If a FOIA request is made for materials that the bidder has identified as trade secret, financial, or proprietary information, the State has the final authority to determine whether the materials are exempt from disclosure under FOIA.
	6. Bidder forever releases the State, its departments, subdivisions, officers, and employees from all claims, rights, actions, demands, damages, liabilities, expenses and fees, which arise out of or relate to the disclosure of all or a portion of bidder’s proposal submitted under this RFP. Bidder must defend, indemnify and hold the State, its departments, subdivisions, officers, and employees harmless, without limitation, from and against all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to any FOIA request, including potential litigation and appeals, related to the portion of bidder’s proposal submitted under this RFP that bidder has identified as a trade secret, or financial or proprietary information. The State will notify bidder in writing if indemnification is sought. 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, or any portion thereof, if the State deems necessary. Bidder 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. If a State employee, official, or law is involved or challenged, the State may 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.

confidential treatment form

**INSTRUCTIONS**. Bidder must complete either *Section 1* or *Section 2* of this CT Form and sign where indicated. **Do not complete both sections**. This CT Form must be signed by the individual who signed the bidder’s proposal. A completed CT Form must be submitted with your proposal, regardless of whether your proposal contains confidential information.

**Failure to submit a completed CT Form with your bid is grounds for rejecting the proposal as non-responsive. If a bidder fails to properly complete and submit the CT Form or otherwise fails to follow CT Form Instructions, the proposal, in its entirety, will be treated as a “Public Copy” and may be publicly disclosed by the State without redaction after bidders have been notified of an award recommendation.** See the **Confidential Treatment Form** and **The Freedom of Information Act** (FOIA) sectionsof the *Proposal Instructions* for additional information.

**Section 1. CONFIDENTIAL TREATMENT IS NOT REQUESTED**

This section must be completed, signed, and submitted with the proposal if the bidder does **not** request confidential treatment of any material contained in the proposal. If this section is completed, **do not** complete *Section 2. CONFIDENTIAL TREATMENT IS REQUESTED.*

**By signing below, the bidder affirms that confidential treatment of material contained in their proposal is not requested.**

|  |  |  |
| --- | --- | --- |
| RFP Number |  | RFP Title |
| Signature |  | Date |
| Printed Name, Title, Company |

**Section 2. CONFIDENTIAL TREATMENT IS REQUESTED**

This section must be completed, signed, and submitted with the proposal if bidder requests confidential treatment of any material contained in the proposal. Submission of a completed CT Form is required to request confidential treatment. If this section is completed, **do not** complete *Section 1. CONFIDENTIAL TREATMENT IS NOT REQUESTED*.

Provide the information in the table below. Bidder may add rows or additional pages using the same format shown in the table. Bidder must specifically identify the information to be protected as confidential and state the reasons why protection is necessary.

The CT Form will not be considered fully complete unless, for each confidentiality request, the bidder: (1) identifies the Proposal Page #, Section #, and Paragraph #, (2) identifies whether the material is a Trade Secret (TS), Proprietary Financial Information (FI), or Proprietary Information (PI), and (3) explains the specific legal grounds that support treatment of the material as TS, FI, or PI. Bidders must provide a complete justification as to how the material falls within the scope of an applicable FOIA exemption or relevant case law. Bidders must not simply cite to an applicable exemption or case name. Bidders must also provide the contact information for the person at their organization authorized to respond to inquiries by the State concerning the material.

**Bidder must also submit a “Public Copy” of the proposal with the trade secret, financial, and proprietary information redacted and clearly labeled as the “Public Copy”.**

| (1)Proposal Page #, Section #, Paragraph # | (2)Material is Trade Secret (TS), Proprietary Financial Information (FI), Proprietary Information (PI) | (3)Applicable FOIA Exemption with Written Justification | (4)Bidder Contact Information |
| --- | --- | --- | --- |
|  |  |  |  |

**By signing below, the bidder affirms that confidential treatment of material contained in their proposal is requested and has attached to this form a redacted “Public Copy” of the bidder’s proposal.**

|  |  |  |
| --- | --- | --- |
| RFP Number |  | RFP Title |
| Signature |  | Date |
| Printed Name, Title, Company  |

vendor questions worksheet

Provide a detailed response to each question. “You” and “company” refers to the bidder.

| Information Sought | Bidder Response  |
| --- | --- |
| 1. Contact Information
 |  |
| Bidder’s sole contact person during the RFP process. Include name, title, address, email, and phone number. |  |
| Person authorized to receive and sign a resulting contract. Include name, title, address, email, phone number and vendor customer code in SIGMA VSS. |  |
| 1. Company Background Information
 |  |
| Legal business name and address. Include business entity designation, e.g., sole proprietor, Inc., LLC, or LLP. |  |
| What state was the company formed in? |  |
| Phone number. |  |
| Website address. |  |
| Number of years in business.  |  |
| Number of employees. |  |
| Legal business name and address of parent company, if any. |  |
| Has there been a recent change in organizational structure (e.g., management team) or control (e.g., merger or acquisition) of your company? If the answer is yes: (a) explain why the change occurred and (b) how this change has affected your company. |  |
| Discuss your company’s history. Has growth been organic, through mergers and acquisitions, or both?  |  |
| Has bidder ever been debarred, suspended, or disqualified from bidding or contracting with any entity, including the State of Michigan? If yes, provide the date, the entity, and details about the situation. |  |
| Has your company been a party to litigation against the State of Michigan? If the answer is yes, then state the date of initial filing, case name and court number, and jurisdiction. |  |
| Within the last 5 years, has your company or any of its related business entities defaulted on a contract or had a contract terminated for cause? If yes, provide the date, contracting entity, type of contract, and details about the termination or default. |  |
| State your gross annual sales for each of the last 5 years.If receiving a contract under this RFP will increase your gross revenue by more than 25% from last year’s sales, explain how the company will scale-up to manage this increase. |  |
| Describe partnerships and strategic relationships you think will bring significant value to the State. |  |
| State the physical address of the place of business that would have primary responsibility for this account if bidder is awarded a contract under this RFP. |  |
| Bidder affirms that any business types identified on its SIGMA VSS profile, including those eligible for [Geographically Disadvantaged Business Enterprise (GDBE) and Michigan Supplier Community Program (MiSC)](https://www.michigan.gov/dtmb/procurement/contractconnect/programs-and-policies/programs/misc), are valid. | Choose an item. |
| 1. Qualified Disabled Veteran/Service-Disabled Veteran-Owned Business Program
 |  |
| Under [MCL 18.1261](http://www.legislature.mi.gov/%28S%28b2idoibk3wwdcrok5bm0s021%29%29/mileg.aspx?page=getObject&objectName=mcl-18-1261), a “qualified disabled veteran” means a business entity that is 51% or more owned by 1 or more veterans with a service-connected disability. A “service-connected disability” means a disability incurred or aggravated in the line of duty in the active military, naval, or air service as described in 38 USC 101(16). Are you a qualified disabled veteran? | Choose an item. |
| To demonstrate qualification as a qualified disabled veteran, you must provide:(a) Proof of service and conditions of discharge (DD214 or equivalent);(b) Proof of service-connected disability (DD214 if the disability was documented at discharge or Veterans Administration Rating Decision Letter or equivalent if the disability was documented after discharge); and(c) Legal documents setting forth the ownership of the business entity.In lieu of the documentation identified above, you may provide proof of certification by the National Veterans Business Development Council. | Enter the names of documents submitted with your proposal to demonstrate status as a qualified disabled veteran. |
| 1. Participation in RFP Development or Evaluation
 |  |
| Did your company, an employee, agent, or representative of your company, or any affiliated entity participate in developing any component of this solicitation? For purposes of this question, business concerns, organizations, or individuals are affiliates of each other if, directly or indirectly: (1) either one controls or has power to control the other or (2) a third-party controls or has the power to control both. Indicia of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities or equipment, and common use of employees. | Choose an item.If you enter “YES”, you are not eligible for contract award or to work as a subcontractor for the awarded vendor. |
| If you are awarded a contract under this solicitation, in order to provide the goods or services required under a resulting contract, do you intend to partner or subcontract with a person or entity that assisted in the development of this solicitation? | Choose an item.If you enter “YES,” you are not eligible for contract award. An awarded vendor may not partner or subcontract with anyone to provide goods and services required under a resulting contract if that subcontractor or partner assisted in the development of this solicitation. |
| Will your company, or an employee, agent, or representative of your company, participate in the evaluation of the proposals received in response to this RFP? | Choose an item. If you enter “YES”, you are not eligible for contract award or to work as a subcontractor for the awarded vendor. |
| 1. State of Michigan Experience and Prior Experience
 |  |
| Does your company have experience working with the State of Michigan? If so, please provide a list (including the contract number) of the contracts you hold or have held with the State for the last 10 years. |  |
| Describe at least 3 relevant experiences from the last 5 years supporting your ability to successfully manage a contract of similar size and scope for the work described in this RFP.  | Please provide your responses below. |
| Experience 1 |  |
| Company name.Contact name.Contact role at time of project.Contact phone.Contact email. |  |
| City. State.Zip. |  |
| 1. Project name and description of the scope of the project.2. What role did your company play?3. How is this project experience relevant to the subject of this RFP? |  |
| Dollar value. |  |
| Start and end date (mm/yy – mm/yy) |  |
| Status (completed, live, other – specify phase) |  |
| Results obtained. |  |
| Experience 2 |  |
| Company name.Contact name.Contact role at time of project.Contact phone.Contact email. |  |
| City.State.Zip. |  |
| 1. Project name and description of the scope of the project.2. What role did your company play?3. How is this project experience relevant to the subject of this RFP? |  |
| Dollar value. |  |
| Start and end date (mm/yy – mm/yy) |  |
| Status (completed, live, other – specify phase) |  |
| Results obtained. |  |
| Experience 3 |  |
| Company name.Contact name.Contact role at time of project.Contact phone.Contact email. |  |
| City.State.Zip. |  |
| 1. Project name and description of the scope of the project.2. What role did your company play?3. How is this project experience relevant to the subject of this RFP? |  |
| Dollar value. |  |
| Start and end date (mm/yy – mm/yy) |  |
| Status (completed, live, other – specify phase) |  |
| Results obtained. |  |
| 1. Standard Contract Terms
 |  |
| Bidder must affirm agreement with the attached Contract Terms. If not in agreement, written exceptions in accordance with the Evaluation Process section of the Proposal Instructions must be provided with Bidder’s proposal. |  |
| 1. Michigan Economic Impact
 |  |
| Number of employees currently employed at locations within the State of Michigan. |  |
| Number of additional employees to be employed at locations within the State of Michigan if awarded this Contract (if any) |  |
| Minimum wage paid to employees employed at locations within the State of Michigan. |  |
| Average wage paid to employees employed at locations within the State of Michigan. |  |
| Percentage of employees employed at locations within the State of Michigan that are covered by employer-provided health insurance. |  |
| 1. Labor, Antidiscrimination and Environmental Laws Compliance
 |  |
| Bidder must disclose any violations of state or federal labor, antidiscrimination and employment laws and regulations received within the past five years. |  |
| Bidder must disclose any violations of state or federal environmental laws and regulations received within the past five years. |  |
| 1. Supplier Diversity
 |  |
| Does your company have a supplier diversity program or training? | Choose an item. |
| Bidder agrees that if Bidder is awarded a contract with a dollar amount of $500,000 or greater from this RFP, Bidder shall provide a copy of their current EEO-1 demographic report provided that Bidder meets Federal requirements to file an EEO-1 report. | Choose an item. |
| 1. Other
 |  |
| Classification of Employees. I certify that the company has properly classified its employees in accordance with federal/state labor and employment laws. | Choose an item. |
| Abusive Labor Practices. The Contractor certifies that it will not furnish any Deliverable that was produced fully or partially by forced labor, forced or indentured child labor, or indentured servitude. | Choose an item. |
| Certification of Michigan Business- Public Act 431 of 1984, Sec. 268. I certify that the company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984, filed a Michigan Business Tax Corporate Income Tax Return. I certify that the company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984, filed a Michigan Income Tax return showing income generated in, or attributed to the State of Michigan. I certify that the company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984, withheld Michigan Income Tax from compensation paid to the company’s owners and remitted the tax to the Michigan Department of Treasury. | Choose an item. |
| Iran Linked Business- Public Act 517 of 2012. I certify that the Company is not an Iran-Linked business as defined by Public Act 517 of 2012. | Choose an item. |
| Clean Corporate Citizen. I certify that the Company is a Clean Corporate Citizen as defined by the Environmental Protection Act, 1994 PA 451. | Choose an item. |
| Convict Labor. The Contractor certifies that if using convict labor, it is complying with all applicable state and federal laws and policies. | Choose an item. |
| SOM Debt/Tax Payment. All SOM tax/debts. I certify that all applicable State of Michigan taxes are paid, and that no outstanding debt is owed to the State of Michigan. | Choose an item. |
| Authorization to Verify Information Provided by Vendor. I authorize the State to verify that all information provided in this registration, in bidding and contracting documents, and any attachments or supplement documents and processes are accurate. | Choose an item. |
| 1. Response to State Requests
 |  |
| Bidder agrees to respond, by established deadlines, to all requests from the State including but not limited to, clarification requests, notices of deficiency, and proposed changes to Contract Terms. | Choose an item. |

Contractor must enter company name here.

Schedule A – statement of work contract activities

**Request for Proposal (RFP) No. 240000001864**

**Prisoner Linen**

This schedule identifies the anticipated requirements of any Contract resulting from this RFP. The term “Contractor” in this document refers to a bidder responding to this RFP, as well as the Contractor who is awarded the contract. The term “bidder” is used to identify where specific responses to the RFP are required.

The Contractor must respond to each requirement or question and explain how it will fulfill each requirement. Attach any supplemental information and appropriately reference within your response.

**IMPORTANT NOTE TO CONTRACTORS/BIDDERS: There are specific requirements for which acceptance must be simply acknowledged through a checkbox(es), and others that require further explanation. Click one checkbox and complete the entries as identified.**

**BACKGROUND**

Michigan Department of Corrections (MDOC) operates 27 correctional facilities throughout the State of Michigan and the Upper Peninsula. MDOC is required to provide linens to prisoners under their jurisdiction.

**SCOPE**

The resulting contract will include prisoner linens as specified in Schedule A-Statement of Work, 1.1 Product Specifications. Items are intended to be a standard stock item by the Contractor. During the terms of the Contract, the State reserves the right to revise the colors and/or items listed, in its sole discretion.

The State reserves the right to modify the contract goods and services to best meet the needs of State Agencies.

**Requirements**

1. **General Requirements**
	1. **Product Specifications**

The Contractor must provide the following:

1. Cotton Blankets
	1. Size: Minimum 66” x 90”
	2. Color: White. State will consider varying shades of white as acceptable, but once approved it must remain the approved color. Color of the material delivered during the contract term must match the color of the sample provided and must be consistent throughout the term of the contract.
	3. 100% cotton.
	4. Minimum 2.5 lbs./each blanket.
	5. Checker pattern, thread count 18 x 16, 2 ply yarn top and bottom of blanket to have a half inch two-fold hem, clean/tucked selvage edge on two sides.
	6. If applicable, the State prefers pre-shrunk products.
		1. Bidder must indicate if the item is pre-shrunk.

|  |
| --- |
| **Bidder Response:** |

* + 1. Bidder must indicate percentage of acceptable shrinkage of this item.

|  |
| --- |
| **Bidder Response:** |

* 1. Bidder must provide location where item will be manufactured. If location of items manufacturing changes, the Contractor must notify the State within 60 calendar days prior to new manufacturing location begins operations.

|  |
| --- |
| **Provide the location where the product is manufactured.** |
| **Bidder Response:**  | City:       State or Province:       Country:       |

* 1. Bidder must provide washing instructions to be followed for this product.

|  |
| --- |
| **Bidder Response:** |

|  |  |
| --- | --- |
| [ ]  | I have reviewed the above requirements and agree with no exception.  |
| [ ]  | I have reviewed the above requirements and have noted all exception(s) below. |
| **List all exception(s):** |

1. Flat Sheet
	1. Size: Minimum 54” x 90”
	2. Color: White. State will consider varying shades of white as acceptable, but once approved it must remain the approved color. Color of the material delivered during the contract term must match the color of the sample provided and must be consistent throughout the term of the contract.
	3. Polyester/Cotton Blend with at least a minimum of 50% cotton.
	4. Minimum T180 thread count
	5. Required to fit mattress sizes 30x76x4 and 36x76x4.
	6. 1 x 1 inch hem on top and bottom, tucked/clean selvage on two sides.
	7. If applicable, the State prefers pre-shrunk products.
		1. Bidder must indicate if the item is pre-shrunk.

|  |
| --- |
| **Bidder Response:** |

* + 1. Bidder must indicate percentage of acceptable shrinkage of this item.

|  |
| --- |
| **Bidder Response:** |

* 1. Bidder must provide location where item will be manufactured. If location of items manufacturing changes, the Contractor must notify the State within 60 calendar days prior to new manufacturing location begins operations.

|  |
| --- |
| **Provide the location where the product is manufactured.** |
| **Bidder Response:**  | City:       State or Province:       Country:       |

* 1. Bidder must provide washing instructions to be followed for this product.

|  |
| --- |
| **Bidder Response:** |

|  |  |
| --- | --- |
| [ ]  | I have reviewed the above requirements and agree with no exception.  |
| [ ]  | I have reviewed the above requirements and have noted all exception(s) below. |
| **List all exception(s):** |

1. Flat Sheet
2. Size: Minimum 66” x 104”
3. Color: White. State will consider varying shades of white as acceptable, but once approved it must remain the approved color. Color of the material delivered during the contract term must match the color of the sample provided and must be consistent throughout the term of the contract.
4. Polyester/Cotton Blend with at least a minimum of 50% cotton.
5. Minimum T180 thread count
6. Required to fit mattress sizes 30x76x4 and 36x76x4.
7. 1 x 1 inch hem on top and bottom, tucked/clean selvage on two sides.
8. If applicable, the State prefers pre-shrunk products.
	* 1. Bidder must indicate if the item is pre-shrunk.

|  |
| --- |
| **Bidder Response:** |

* + 1. Bidder must indicate percentage of acceptable shrinkage of this item.

|  |
| --- |
| **Bidder Response:** |

1. Bidder must provide location where item will be manufactured. If location of items manufacturing changes, the Contractor must notify the State within 60 calendar days prior to new manufacturing location begins operations.

|  |
| --- |
| **Provide the location where the product is manufactured.** |
| **Bidder Response:**  | City:       State or Province:       Country:       |

1. Bidder must provide washing instructions to be followed for this product.

|  |
| --- |
| **Bidder Response:** |

|  |  |
| --- | --- |
| [ ]  | I have reviewed the above requirements and agree with no exception.  |
| [ ]  | I have reviewed the above requirements and have noted all exception(s) below. |
| **List all exception(s):** |

1. Bath Towels
2. Size: 20” x 40”
3. Color: White. State will consider varying shades of white as acceptable, but once approved it must remain the approved color. Color of the material delivered during the contract term must match the color of the sample provided and must be consistent throughout the term of the contract.
4. Cotton Terrycloth with at least minimum 85% cotton.
5. Weight: Minimum 5 lbs/dozen.
6. 16/1 OE in Pile, 10/1 in Warp, 12/1 in Weft
7. If applicable, the State prefers pre-shrunk products.
	* 1. Bidder must indicate if the item is pre-shrunk.

|  |
| --- |
| **Bidder Response:** |

* + 1. Bidder must indicate percentage of acceptable shrinkage of this item.

|  |
| --- |
| **Bidder Response:** |

1. Bidder must provide location where item will be manufactured. If location of items manufacturing changes, the Contractor must notify the State within 60 calendar days prior to new manufacturing location begins operations.

|  |
| --- |
| **Provide the location where the product is manufactured.** |
| **Bidder Response:**  | City:       State or Province:       Country:       |

1. Bidder must provide washing instructions to be followed for this product.

|  |
| --- |
| **Bidder Response:** |

|  |  |
| --- | --- |
| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

* 1. **Implementation**

Prior to starting production, at the request of the MDOC Program Manager, Contractor must provide a sample of one or more products for MDOC’s approval. MDOC will examine the sample to determine if it meets the specifications. If MDOC does not approve the sample, MDOC, at its own discretion, may request additional samples for approval or cancel the contract and award to the next best value bidder.

|  |
| --- |
| **Bidder must check only one box below and identify exception(s):** |
| [ ]  | Bidder has reviewed the above Invoice Requirement Section and agrees with no exception(s). |
| [ ]  | Bidder has reviewed the above section and has noted all exception(s) in column to the right. | List all exception(s).      |

* 1. **Warranties**

Describe any warranties included in the bid – add additional rows as needed. Explain the process for reporting warranty issues and how the Contractor will handle any repairs or replacements.

The State reserves the right to require additional warranties other than those identified by the Contractor in its response to this RFP.

Bidder must provide detailed information requested below:

|  |
| --- |
| **Describe any warranties included in the bid (if none, write N/A):** |
| **Provide the length of the warranty:** |
| **Explain the process for reporting warranty issues:** |
| **Explain how any repairs or replacements are made, including timing, etc.:** |
| **If the warranty is provided through a third-party or manufacturer, the Contractor must confirm that the manufacturer’s warranty passes through to the State:** |
| **Provide the name, address, contact name, phone number and email address of the party responsible for the warranty:** |

* 1. **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 Contactor. The Contractor is solely responsible for notifying MDOC and coordinating the return of the products.

|  |
| --- |
| **Bidder must provide detailed information on how they will meet the above requirement(s).** If none, enter N/A. |
|  |

* 1. **Minimum Order**
1. The State prefers that there is no minimum order quantity. If the Contractor requires a minimum order quantity, the Contractor must state the minimum order.
2. There is no specific guarantee of the number of orders that will be placed by the State or total quantity ordered during the contract period.

|  |  |
| --- | --- |
| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

* 1. **Incorrectly Filled Orders**
1. The Contractor must explain its mechanism to refund/return/replace incorrectly filled orders, including over shipments.

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| --- |
| **Bidder must provide detailed information as requested in the above requirement(s).**  |
| **Describe in Detail the Contractor’s policy for incorrectly filled orders.** |       |
| **Describe the reporting process for notifying the Contractor** |       |

1. If there are deficiencies in the deliverables, the State will notify the Contractor by email of the deficiencies. The Contractor will have 30 calendar days to correct and resubmit the deliverables at no cost to the State.
2. The Contractor is solely responsible to coordinate the refund/return/replacement of incorrectly filled orders.

|  |  |
| --- | --- |
| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

* 1. **Quality Assurance Program**
1. What is the Contractor’s mechanism to guarantee the quality of the deliverable? Please explain your company’s quality control process, and how you will ensure quality control if you do not touch the product before MDOC receives it?

|  |
| --- |
| **Bidder must provide detailed information on how they will meet the above requirement(s).** If none, enter N/A. |
| Bidder Response: |

1. What requirements will the Contractor place on their suppliers in terms of Quality Control processes?

|  |
| --- |
| **Bidder must provide detailed information on how they will meet the above requirement(s).** If none, enter N/A. |
| Bidder Response: |

1. What is the Contractor’s process to remedy issues of quality identified by MDOC, if the Contractor is sourcing the material from another party and is not the manufacturer?

|  |
| --- |
| **Bidder must provide detailed information on how they will meet the above requirement(s).** If none, enter N/A. |
| Bidder Response: |

* 1. **Return Policy and Procedure**

The Contractor must explain its return policy and procedure in the event that the State wants to return the items for reasons other than warranty, defects, or incorrectly filled orders.

|  |
| --- |
| **Bidder must provide detailed information as requested in the above requirement(s).**  |
| **What is the return policy as outlined above?** |       |
| **Who is responsible for return shipping costs? The Contractor or the State?** |       |
| **Does the Contractor charge a restocking fee? If so, what is the amount?** |       |

* 1. **Incentives**

Explain any special incentives or services including, but not limited to quantity discounts, etc.

|  |
| --- |
| **Bidder must provide detailed information as requested in the above requirement(s).** If none, enter N/A. |
|  |

* 1. **Transition**
1. **Contract Execution:** Contractor must build an inventory of MDOC specific contract items to meet ordering requirements and prevent long lead times.

|  |  |
| --- | --- |
| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |
| **Bidder must describe how they comply with the above requirement(s):** |

1. **Post-Contract Transition**: Invoices must be sent within 45 days after expiration of contract. Any invoices received after 45 days will result in a non-payment of invoice.

|  |  |
| --- | --- |
| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |
| **Bidder must describe how they comply with the above requirement(s):** |

* 1. **RESERVED. (Funding Requirements)**
1. **Service Requirements**
	1. **Timeframes**
2. The State prefers deliveries be made within 30 calendar days. The Contractor will make all reasonable efforts to deliver the products within the time frames stated. The Contractor will notify the Contract Monitor and Program Manager by email when it becomes aware that products will not meet the requested time frames and provide an anticipated delivery date. As Contractor confirms the delivery date, the Contractor must provide documentation stating that the delivery date was confirmed by major suppliers, manufacturers, and/or subcontractors.

|  |
| --- |
| **Bidder must include their timeframe for Delivery:** |

|  |
| --- |
| **Bidder must indicate if they have a different lead time for the first order vs. subsequent orders:** |

For any orders that cannot be delivered within the mutually agreed upon timeframe, the Contractor must provide a weekly update (with information from the product supplier) on the status of all outstanding order(s) to the MDOC Contract Monitor and Program Manager until the order is received. The receipt of order date is pursuant to the **Notices** section of the *Standard Contract Terms*.

1. Contractor must acknowledge receipt of order via email within two (2) business days to the Program Manager and Contract Manager. Contractor must submit its delivery date via email within two business days of receipt of order to the Program Manager and Contract Manager.
2. The Contractor is solely responsible to ensure that it or any subcontractors, manufacturers, and/or major suppliers meet the delivery requirement.
3. MDOC requires all deliveries be completed by the time period specified in the Contract.
4. The Contractor must verify with its subcontractors, manufacturers, and/or suppliers that the above time frame can be met. Contractor must promptly communicate any changes in an email to the Program Manager.

|  |  |
| --- | --- |
| [ ]  | I have reviewed the above requirements and agree with no exception.  |
| [ ]  | I have reviewed the above requirements and have noted all exception(s) below. |
| **List all exception(s):** |

1. The Contractor must list in its response any known circumstances, such as, specific holidays, plant shutdowns, etc., that may affect the requested delivery time frames.

|  |
| --- |
| **Bidder must provide detailed information as requested in the above requirement(s).** If none, enter N/A. |
| Bidder Response: |

1. What are your subcontractors, manufacturers, and/or major suppliers shut down schedules?

|  |
| --- |
| **Bidder must provide detailed information as requested in the above requirement(s).** If none, enter N/A. |
| Bidder Response: |

1. What are your subcontractors, manufacturers, and/or major suppliers lead times?

|  |
| --- |
| **Bidder must provide detailed information as requested in the above requirement(s).** If none, enter N/A. |
| Bidder Response: |

1. The Contractor must describe its plan for guaranteeing that the deliverables will be met within the above time frame. This must include meeting the delivery time frame even during the specific holidays, plant shutdowns, etc., listed above. Examples are that the Contractor maintains a supply of the product or that the manufacturer maintains a warehouse in United States.

|  |
| --- |
| **Bidder must provide detailed information as requested in the above requirement(s).** If none, enter N/A. |
| Bidder Response: |

1. The Contractor must describe the communication and reports with major suppliers and/or subcontractors. The Contractor must state how major suppliers and/or subcontractors will notify Contractor of shortages so the information can be provided to MDOC.

|  |
| --- |
| **Bidder must provide detailed information as requested in the above requirement(s).** If none, enter N/A. |
| Bidder Response: |

* 1. **Delivery**

Delivery will be expected within **30** calendar days upon date of order and during business hours Monday to Friday, 7:30AM to 2PM, excluding State of Michigan holidays. If deliveries need to be made outside this core delivery timeframe, written approval by the receiving facility/warehouse via SOM Program Manager is required before delivery is made. The State of Michigan holidays are:

* + - 1. New Year’s Day, Martin Luther King Jr. Day,
			2. President’s Day, Memorial Day,
			3. Juneteenth,
			4. Independence Day,
			5. Labor Day,
			6. General Election Day on even numbered years,
			7. Veterans Day,
			8. Thanksgiving Day,
			9. Day after Thanksgiving,
			10. Christmas Eve,
			11. Christmas Day, and
			12. New Year’s Eve.
	1. **Delivery Address**:

Delivery will be made to various MDOC locations see Schedule E-Facility list and addresses.

1. The State reserves the right to add, delete, or change the delivery address(es).
2. The Contractor is responsible for delivering the product to the delivery location specified on the delivery order. Delivery to any other facility or warehouse will not be accepted unless approved by the MDOC Contract Administrator prior to delivery. Program Managers and facility staff do not have the authority to approve alternate delivery locations.

|  |  |
| --- | --- |
| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |
| **Bidder must describe how they comply with the above requirement(s):** |

* 1. **RESERVED (Installation)**
	2. **RESERVED (Project Prevailing Wage Requirements)**
	3. **RESERVED (Technical Support and Repairs)**
	4. **RESERVED (Maintenance)**
	5. **RESRVED (Training)**
	6. **Reporting**

The Contractor must submit to the MDOC Program and Contract Managers the following written reports:

1. The Contractor must ensure that an accurate Monthly Order and Delivery Report is delivered via email to the Program Manager and Contract Manager within 15 calendar days from the close of the previous month. See Schedule C: Service Level Agreement (SLA). The State will provide an approved template. Reports must specify:
* Delivery Order Number (DO),
* Date of receipt of the delivery order,
* Quantity ordered,
* Shipment dates and quantities, and
* Date of signed shippers by MDOC.
1. The Contractor must provide additional various reports to the MDOC Contract Administrator, Contract Manager, Program Manager, or designees, upon request. Examples may include itemized reports of total items purchased by MDOC, open invoice reports, delivery compliance reports, quality reports, and proof of delivery documentation. Usage reports will be requested by product and by delivery location/facility.
2. The Contractor must proactively update the Contract Administrator, Contract Manager or designee and Program Manager of industry shifts and trends; as well as new products offered when such information becomes available.
3. The Contractor must provide market and product change information to the Contact Administer and Program Manager for all parties’ understanding. The due date of the reports and format will be agreed upon by the Contractor and MDOC Contract Administrator. Suggestions may include, but are not limited to:
	1. Whether any products of equivalent specifications are available at a lower cost.
	2. Whether price decreases are justified based on increased volume, market changes, or other issues.

|  |  |
| --- | --- |
| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |
| **The Contractor must explain any reporting that is included in its proposal and any additional reporting capabilities:** |

* 1. **Insurance Submittal**

The Contractor must provide insurance certificates to the Contract Administrator upon contract award, and twenty days prior to the expiration date for each policy (see Standard Contract Term #6). The certificates must be emailed to MDOC-Procurement@michigan.gov.

* 1. **Meetings**

The Contractor must attend the following meetings:

1. Kick-off meeting within 30 calendar days of the effective date of the resulting contract.
2. Annual Meetings- Upon request, the Contractor will attend annual meetings by telephone or in person to be held at a location and time of MODC’s choosing. Topics shall include contract compliance, industry information, and other issues or concerns.

The State may request other meetings as it deems appropriate.

|  |  |
| --- | --- |
| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

1. **Staffing**
	1. **Contractor Representative**

The Contractor must appoint one (1) individual specifically assigned to State of Michigan accounts who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Representative”).

The Contractor must notify the Contract Administrator at least **60** calendar days before removing or assigning a new Contractor Representative.

|  |  |
| --- | --- |
| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

* 1. **Key Personnel**

The Contractor must appoint a Program Manager and Contractor Representative who will be directly responsible for the day to day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within **48** hours. For the purposes of this contract the Contractor’s Program Manager and Contractor Representative may be the same individual.

The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor’s control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30-calendar day training period for replacement personnel.

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

|  |  |
| --- | --- |
| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |
| 1. **Key Personnel**

**- Program Manager:** **- Contractor Representative:**  |
| 1. **Physical Location of Key Personnel:**
 |
| 1. **Functions each Key Personnel will perform:**
 |

* 1. **RESERVED (Non-Key Personnel)**
	2. **RESERVED (Organizational Chart)**
	3. **Customer Service Number**

The Contractor must specify its number for the State to contact the Contractor Representative who must be available for calls during the hours of 8 am to 5 pm EST Monday through Friday, at a minimum. Identify customer service availability for this proposal by hours and days of the week.

|  |  |
| --- | --- |
| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |
| **The Bidder must specify its toll-free number for the State to make contact with the Contractor Representative**. |
| **Identify customer service availability for this proposal by hours and days of the week.** |

* 1. **RESERVED (Technical Support, Repairs and Maintenance)**
	2. **Disclosure of Subcontractors**
1. The Contractor must disclose if it intends to utilize subcontractors, manufacturers, and/or major suppliers, in the performance of this Contract. Please see **Schedule D – Cost Factors** for additional information needed.
2. Changes to the subcontractors, manufacturers, and or major suppliers must be approved by the State through the issuance of a Contract Change Notice.

|  |
| --- |
| **Bidder must check only one box below and identify exception(s):** |
| [ ]  | Bidder has reviewed the above section and agrees with no exception(s). |

1. If the Contactor changes subcontractors, manufacturers, and or major suppliers, the State reserves the right to require new samples for approval, and specific details about how the product specifications may have changed.

|  |
| --- |
| **Bidder must check only one box below and identify exception(s):** |
| [ ]  | Bidder has reviewed the above section and agrees with no exception(s). |

1. The State reserves the right to require the Contract change sub-contractors, manufacturers, and or major suppliers at the State’s sole discretion.

|  |
| --- |
| **Bidder must check only one box below and identify exception(s):** |
| [ ]  | Bidder has reviewed the above section and agrees with no exception(s). |
| [ ]  | Bidder has reviewed the above section and has noted all exception(s) in column to the right. | List all exception(s).      |

1. If the Contractor intends to utilize subcontractors, manufacturers, and or major suppliers, the Contractor must disclose the following.

|  |
| --- |
| **Bidder must provide information for each subcontractor, manufacturer, or major supplier. Bidder may attach a separate sheet.**  |
| **The legal business name, address, telephone number of the subcontractor, manufacturer and/or major supplier.** |       |
| **Location of the subcontractor, manufacturer, and/or major supplier’s manufacturing or service facility.** | City:       State or Province:       Country:       |
| **A description of subcontractor, manufacturer, and/or major supplier’s organization.** |       |
| **A complete description of the Contract Activities that will be performed or provided by the subcontractor, manufacturer, and/or major supplier.** |       |
| **Description of the subcontractor, manufacturer, and/or major supplier’s ability to provide the Contract Activities.**  |       |
| **The relationship of the subcontractor, manufacturer, and/or major supplier to the Contractor.**  |       |
| **Whether the Contractor has a previous working experience with the subcontractor, manufacturer, and/or major supplier. If yes, provide the details of that previous relationship.** |       |
| **Of the total bid, the price of the subcontractor, manufacturer, and/or major supplier’s work.** |       |

* **Geographically Disadvantaged Business Enterprise Sub-Contractors:** If contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)

**GDBE definition**: "Geographically-Disadvantaged Business Enterprise" means a person or entity that satisfies one or more of the following: (i) Is certified as a HUBZone Small Business Concern by the United States Small Business Administration. (ii) Has a principal place of business located within a Qualified Opportunity Zone within Michigan. (iii) More than half of its employees have a principal residence located within a Qualified Opportunity Zone within Michigan, or both.

**Additional information on GDBEs can be found here:**

[Michigan Qualified Opportunity Zone (QOZ) Map](https://michigan.maps.arcgis.com/apps/webappviewer/index.html?id=8b1413d59b8d420faaf5217a5ab52851)

[Michigan Supplier Community (MiSC) Page](https://www.michigan.gov/dtmb/procurement/contractconnect/programs-and-policies/programs/misc)

| **Bidder must provide detailed information as requested in the above requirement(s).** |
| --- |
| **The legal business name, address, telephone number of the subcontractor(s).** |  |
| **A description of subcontractor’s organization and the services it will provide and information concerning subcontractor’s ability to provide the Contract Activities.** |  |
| **The relationship of the subcontractor to the Bidder.** |  |
| **Is the subcontractor a GDBE?** | Choose an item. |
| **Whether the Bidder has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.** |  |
| **A complete description of the Contract Activities that will be performed or provided by the subcontractor.** |  |
| **Of the total bid, the price of the subcontractor’s work.** |  |

| **Bidder must provide information based on the work performed by all subcontractors** |
| --- |
| **Total percentage of work that will be performed by subcontractors:** |  |
| **Total percentage of subcontracted work that will be performed by GDBE subcontractors:** |  |

* 1. **Security**

The Contractor will be subject the following security procedures:

1. No active warrants or pending charges on any staff assigned to this contract.
2. MDOC reserves the right to approve, decline, or remove Contractor and subcontractor staff from providing services on this Contract.
3. Not under investigation or under disciplinary action of the Michigan Department of Licensing and Regulatory Affairs.
4. Has not engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution as defined in 42 U.S.C. 1997.
5. Has not been convicted of engaging in, attempting to engage in or conspiracy to engage in sexual activity facilitated by force, overt or implied threats of force or coercion, or if the victim did not consent or was unable to consent or refuse.
6. Has not been civilly or administratively adjudicated to have engaged in the activity described in letter E. above.
7. The MDOC may investigate the Contractor/subcontractor’s personnel before they may have access to MDOC facilities and systems. The scope of the background check is at the discretion of the MDOC and the results will be used to determine Contractor/Subcontractor’s personnel eligibility for working within MDOC facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and the Law Enforcement Information Network (LEIN) and may include the National Crime Information Center (NCIC).  Proposed Contractor/subcontractor personnel may be required to complete and submit an Rl-8 Fingerprint Card for the NCIC Fingerprint Check. Any request for background checks will be initiated by the MDOC and will be reasonably related to the type of work requested.
8. The Contractor/subcontractor’s personnel must be LEIN cleared and received written approval from the MDOC’s Program Manager and Contract Manager initially and annually by MDOC prior to any work with MDOC offenders.  Any Contractor/subcontractor staff with an identified felony conviction must receive approval through the MDOC Deputy Director or designee.
9. A completed LEIN Information Form for each staff assigned to the contract must be sent to the MDOC-PMCD-CFA-LEINS@michigan.gov and approved by MDOC prior to Contractor/subcontractor’s personnel working with MDOC offenders and annually following approval.  There is no cost associated with the LEIN.  The LEIN form will be provided to the Contract awardee(s).
10. The Contractor/subcontractor must document if a Contractor/subcontractor’s personnel assigned to the Contract is related to or acquainted with an offender incarcerated and under the jurisdiction of the MDOC.  For Contractor/subcontractor’s personnel who are related to or acquainted with an offender, the Contractor/subcontractor’s staff member must complete the MDOC LEIN Information Form and submit it to the MDOC Program Manager or designee.  The Contractor must ensure its personnel and subcontractor’s personnel complete the form and notify the MDOC Program Manager of any changes throughout the contract term.
11. The Contractor/subcontractor’s personnel will be required to enter State facilities.  The State may require the Contractor/subcontractor’s personnel to wear State-issued identification badges.
12. The Contractor/subcontractor’s personnel must anticipate delays when visiting any correctional facility due to issues within the facility.
13. The Contractor/subcontractor’s personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. Contractor/subcontractor personnel must also agree to the State's security and acceptable use policies before the Contractor/subcontractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to prospective Contractor/subcontractor personnel before the Contractor/subcontractor presents the individual to the State as a proposed resource. Contractor/subcontractor personnel must comply with all physical security procedures in place within the facilities where they are working.
14. The MDOC reserves the right to deny access to any correctional facility to anyone who fails to comply with any applicable State, Federal, or local law, ordinance or regulation or whose presence may compromise the security of the facility, its offenders, or staff.  Weapons, alcoholic beverages, poison, and prescription drugs and controlled substances without written certification of needs from a licensed physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities.  Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy.  Wardens may prohibit other items from being brought into their respective correctional facilities.
15. Security is the facility’s first priority and the Contractor/subcontractor and its personnel must be responsive and respectful of these needs.
16. The Contractor/subcontractor and its personnel must comply with and cooperate with all correctional facility rules, procedures and processes as well as State and federal laws. Contractor/subcontractor personnel must ensure that they are complying with all facility rules and regulations including, but not limited to, dress code and items allowed to be possessed.
17. The Contractor/subcontractor personnel must follow the facility entry, exit, manifest process, including the following:
	1. The Contractor/subcontractor personnel will receive an orientation and training by the MDOC on security, procedures, etc., inside the correctional facility.  The Contractor must maintain a copy of the Contractor/subcontractor personnel’s training certificates in the appropriate file for auditing purposes.
	2. The Contractor/subcontractor personnel must follow all MDOC rules, procedures and security processes at all times.
	3. The Contractor must ensure that all Contractor/subcontractor personnel working in a correctional facility are familiar and in compliance with the necessary routines and increased awareness of working inside a facility.  Working inside the facility requires that the Contractor/subcontractor personnel develop positive and cooperative relationships with MDOC facility staff.
	4. The Contractor/subcontractor personnel must report any concerns, issues, or rule violations to the MDOC facility staff immediately.
	5. The Contractor/subcontractor personnel must use the MDOC facility staff as a resource for questions and guidance working with prisoners and inside a correctional facility.
	6. The Contractor/subcontractor personnel must defer to MDOC correctional facility staff for directions. The Contractor/subcontractor personnel must remember they are a guest in the facility and that security is the first priority of the facility.

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |
| **Bidder must describe how they comply with the above requirement(s):** |

The Contractor must explain any additional security measures in place to ensure the security of State facilities.

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| **Bidder must describe how they comply with the above requirement(s):** |

The Contractor’s staff may be required to make deliveries to or enter State facilities. The State may require the Contractor’s personnel to wear State issued identification badges.

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |
| **Bidder must describe how they comply with the above requirement(s):** |

* 1. **MDOC Provided Training.**
1. Contractor and/or subcontractor staff, as applicable, providing services under the MDOC contract are required to complete MDOC training prior to providing services or entering into MDOC facilities. The training assigned will be specific to Contractor worksite, level of offender contact, and the services provided under the Contract. Contact the MDOC Contract Manager or designee with any questions concerning MDOC training.
2. Contractor and/or subcontractor staff must complete MDOC provided training annually before the end of training year. (The State’s training year is October 1st through September 30th.)
3. Contractor and/or subcontractor staff must annually review and accept the MDOC Vendor Rules and Regulations document as one of the training requirements (See Section 3.6 below)
4. Any contractor staff and/or subcontractor staff who do not complete training by the annual September 30th training deadline may have their permission to provide contract deliverables revoked, as determined by the Program Manager or designee.

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |
| **Bidder must respond Yes or No.**  |
| Does the Contractor intend to use their own delivery drivers?  |       |

* 1. **PRISON RAPE ELIMINATION ACT OF 2003 (PREA), 42 U.S.C. § 15601**
1. The Contractor and the Contractor Personnel shall comply with the Final Rule implementing PREA, all applicable PREA standards (See Schedule A – Attachment 1), and the agency’s policies. The Contractor and Contractor Personnel shall make itself familiar with and at all times shall observe and comply with all PREA regulations that in any manner affect the performance under this Contract. Failure to comply with the PREA standards and related polices of the MDOC will be considered a breach of contract and may result in termination of the contract.
2. Contract Personnel who may have contact with prisoners must complete PREA training Program A - Correctional Facilities Administration (CFA) Security Regulations (See Schedule A – Attachment 2) prior to entrance in any MDOC Facility. Upon completion, Contractor Personnel shall submit a signed memorandum (via the State of Michigan’s MI-TRAIN site) to the Contract Administrator documenting completion of the training and date of completion.
3. As is deemed necessary, the MDOC Contract Monitor or Program Manager will provide the Contractor with current copies of all PREA documents via email. Any revisions to the documents will be emailed to the Contractor throughout the Contract period, and the Contractor must comply with all documentation provided. The MDOC is moving document reviews to the MI-TRAIN site as part of annual training.

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

* 1. **Vendor Rules & Regulations**

The Contractor must require all its employees working inside an MDOC correctional facility and on MDOC Contract Deliverables to read and sign the MDOC Rules & Regulations (**Schedule A- Attachment 3** - MDOC Vendor Rules & Regulations). The purpose of the MDOC Rules & Regulations is to provide contractors with general information regarding basic requirements of working within the MDOC, provide notice of work rules and consequences of rule violations. The awarded Contractor must provide copies of each signed Employee Acknowledgment to the PM at the completion of the employee’s orientation.

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

* 1. **Procurement, Monitoring, and Compliance Division**
1. 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.
2. 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.
3. 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.

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

* 1. **Reasonable Suspicion**
1. **Use of Alcohol or Controlled Substance.** Contractors are prohibited from consuming alcohol or any controlled substance while on duty or on breaks. Contractors who report for duty with alcohol on his/her breath or when suspected of being under the influence of alcohol or a controlled substance, may be immediately removed from providing services. Contractors are subject to random, reasonable suspicion, pre-appointment, post-accident, and follow-up drug and alcohol testing protocol.

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

* 1. **Overfamiliarity/Unauthorized Contact**
1. Overfamiliarity is strictly prohibited. Overfamiliarity is defined as, establishing a friendship, mutual attraction or intimate relationship with an offender.
2. Examples of overfamiliarity may include, but are not limited to:
	1. Conduct which has resulted in or is likely to result in intimacy; a close personal or non-work-related association,
	2. Being at the residence of an offender,
	3. Being at the residence of an offender’s family,
	4. Giving or receiving non-work-related letters, messages, money, personal mementos, pictures, telephone numbers, to or from an offender or a family member of a listed visitor of an offender,
	5. Exchanging hugs with an offender,
	6. Dating or having sexual relations with an offender, etc.
3. Contact with offenders beyond program requirements, accepting items, offers of assistance or services are prohibited. Contract staff and volunteers must have no physical contact or close proximity beyond socially acceptable personal space unless same sex residential security staff is conducting pat downs. Any exceptions must have prior written approval of the MDOC Program Manager and the MDOC Contract Manager.
4. MDOC has the authority to remove Contract staff who are overfamiliar with MDOC offenders, parolees, and probationers from providing services under the Contract.

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

1. **Pricing**
	1. **Price Term**

Pricing is firm for the initial term of the contract. Changes in pricing may be considered with justification from the Contractor (see section 4.2 below) during option year considerations.

* + 1. Does the Contractor have a long term or multi-year pricing agreement(s) with subcontractors, manufacturers and/or major suppliers to support this contract? Please describe the key aspects and the duration.
		2. If yes, provide the following information. Provide information for each subcontractor, manufacturer, and/or major supplier.

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| **Provide the length of the pricing agreement.**  |       |
| **Is the pricing firm for the entire length of the agreement?**  |       |
| **If the pricing is not firm for the entire length of the agreement, how long is the price firm?** |       |
| **What is the agreement for price increases?** |  |

* + 1. If not, how does the Contractor intend to maintain pricing for the length of the pricing period?

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| **Bidder must provide detailed information as requested in the above requirement(s).**  |

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

* 1. **Price Changes**

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

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

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

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

* 1. **RESERVED (Electronic Catalog)**
	2. **Shipping**

The Contractor must quote prices “F.O.B. Destination, within Government Premises” with transportation charges included in the unit price on all orders that meet the minimum order requirement if specified in Section 1.5, Minimum Order. The State will not pay any freight.

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

* 1. **Cost Factors**

The Contractor must provide the cost factors associated with the cotton blanket, flat sheets, and towel styles (See Schedule D).

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| [ ]  | Bidder has completed and provided Schedule D with its proposal submission. |

1. **Ordering**
	1. **Authorizing Document**

The appropriate authorizing document for the Contract will be a Delivery Order (DO).

1. The Contractor is not authorized to begin performance until receipt of a DO. Receipt of the DO must be acknowledged within two business days in an email to the Program Manager and Contract Manager.
2. Verbal and email changes are not allowed for DOs. DOs are modified by the MDOC editing and re-issuing a modified DO to the Contractor.

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

* 1. **Order Verification**

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

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |
| **Bidder must describe how they comply with the above requirement(s):** |

1. **Delivery**
	1. **Overages and Shortages and Backorders**

The State expects deliveries to be made complete without overages, shortages, or backorders in the time frame specified. In the event that the Contractor is unable to meet these requirements, the Contractor must contact the MDOC Program Manager and Contract Manager as soon as the Contractor is aware the delivery will be late or incomplete. Acceptance of a partial or late delivery does not exempt the Contractor from the delivery terms of this contract. See Schedule C: Service Level Agreement (SLA).The Contractor must notify the MDOC Program Manager and Contract Manager by email in advance of any overages or shortages. In the event the Contractor is unable to provide the product in the contracted time frame, the State reserves the right to purchase the items from other sources.

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

1. Overages

MDOC will not pay for overages in excess of 5% of each product quantity ordered. At the Contractor’s discretion, they may either arrange for the overage to be picked up within 10 business days, or allow MDOC to keep the overage at no charge.

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

1. Shortages

The Contractor must ensure every delivery is within an acceptable range (at least 95% of the quantity ordered) to be considered complete. Shortages of 5% or less will be accepted. The Contractor may split orders as long as 95% of the MDOC Delivery Order is received within the delivery time frame. See Schedule C: Service Level Agreement (SLA).

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

1. Backorders

In the event that the contract items are on backorder, the State reserves the right to cancel all or part of the delivery order and purchase the items from other sources.

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

* 1. **Delivery Programs**

The Contractor must explain in detail its delivery programs (e.g., standard delivery and quick-ship), including any limitations such as quantity.

The Contractor must explain the transportation method (e.g., UPS, FedEx, Contractor fleet, or other third-party carrier) it intends on utilizing in delivery of the Contract Activities.

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| **Bidder must describe how they comply with the above requirement(s):** |

* 1. **Packaging and Palletizing**
1. Packaging must not have any metal components.
2. The Contractor must ship all items in cardboard cartons.  Cartons shall weigh less than 50lbs and shall be clean and of adequate strength to provide protection and stacking strength. All cardboard cartons shipped by the contractor individually and those included on a pallet must not exceed a weight of 50lbs each.

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| **Bidder must describe how they comply with the above requirement and ensure a box does not weigh more than 50lbs:** |

1. Packaging must be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets.
	1. Maximum Height: 5’ 6”, including pallet.
	2. Maximum Weight: 3,000 pounds, including pallet.
	3. Width of the pallet must not exceed 60”
	4. Pallets are to be securely banded or shrink-wrapped.
	5. The cost of pelletizing must be included in the unit price.
2. The Contractor must include a packing slip with each delivery. The packing slip must be written in English. The packing slip must be enclosed in an envelope and attached to the outer side of palletized material for easy access. The Contractor’s name must be on the attached packing slip and designated on the shipping container(s). The packing slip must include:
	1. The Contractor’s name,
	2. Contract number,
	3. DO number,
	4. Ship date,
	5. products shipped,
	6. quantity shipped,
	7. quantity on backorder,
	8. delivery location and,
	9. country of origin

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |
| **Bidder must describe how they comply with the above requirement(s):** |

* 1. **Delivery Restrictions**
1. Trailer length for delivery trucks is limited to 53 feet or less.
2. Trailer height is limited to 13 feet.
3. For delivery vehicles going into a secure perimeter of a facility (Marquette Branch Prison), there shall be nothing loaded on or in the truck other than items being delivered to MDOC.
4. The Contractor should be aware that there is a possibility of a delay at any of the correctional facilities which prohibits delivery carriers entering the facility at time of arrival. The State will not be responsible for any additional charges which may arise due to delivery delays caused by a mobilization or any other reason.
5. Weapons, alcoholic beverages, poison, animals, and prescription drugs and controlled substances without written certification of needs from a license physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities.  Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy.  Wardens may prohibit other items from being brought into their respective correctional facilities.  Smoking is prohibited.
6. All vehicles entering an MDOC facility must be inspected before entry of the secure perimeter.
7. 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 members or staff.
8. Delivery drivers must obtain Law Enforcement Information Network (LEIN) clearance at least 2 business days prior to delivery (See section 3.8 - Letter I). Failure to pass LEIN clearance or failure to provide the required information may result in the delivery driver being denied access to the correctional facility.

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

1. **Acceptance**
	1. **Acceptance, Inspection and Testing**
2. 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 delivery order/packing slip and shipper.
3. Products received must meet the specifications of this contract. MDOC will not accept products that do not meet these specifications. Program Managers do not have the authority to accept products that do not meet the specifications or agree to alternate specifications or products.
4. If delivered products do not meet the specifications of this contract or the proposed brand, MDOC is entitled to 100% refund of costs, regardless of whether the products have been used or not.
5. Refunds must not be limited to return time frames or warranties set by the Contractor. MDOC may return any quantities for full refund of costs or replacement products at the discretion of MDOC. Deficiencies in the deliverables are determined solely at the discretion of the State.

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| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

* 1. **RESERVED (Final Acceptance)**
1. **Invoice and Payment**
	1. **Invoice Requirements and Monthly Statements**
2. All invoices submitted to the State must include:
	1. Date;
	2. Delivery/purchase order;
	3. Quantity of each item;
	4. Description/Item number of each item;
	5. Unit price of each item;
	6. Shipping cost (if any) of each item;
	7. Vendor-generated invoice number; and
	8. Total price.
3. The Contractor must submit a monthly statement, including unpaid invoices and unapplied credits. The monthly statement must include at a minimum:
* Delivery Order (DO/PO) number,
* Total outstanding invoice or credit amount(s),
* Invoice or credit memo number(s),
* Invoice or credit memo date(s),
* Invoice due date(s), and
* Summary of accrual of days past due on each invoice.
* Days credit memo has been available.
1. Invoices should be received by MDOC within 30 calendar days of delivery of goods. Receipt of invoice is the date MDOC receives a complete and correct invoice.

1. The Program Manager and Contract Manager should be cc’d and all the invoices and monthly statements must be emailed to:
	1. For orders from facilities in Northern Region (see Schedule E)- MDOC-KinrossAP@michigan.gov
	2. For orders from facilities in Southern Region (see Schedule E)- MDOC-JacksonAP@michigan.gov
2. Payment terms are stated in the Notice of Contract

|  |  |
| --- | --- |
| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

* 1. **Payment Methods**

The State will make payment for Contract Activities via Electronic Funds Transfer (EFT). The Contractor is required to register to receive payments by EFT <http://www.michigan.gov/SIGMA>VSS.

Users of this contract could potentially place orders via Procurement Card (PCard). Please explain your process for ordering and accepting this payment method. If an account needs to be created on your purchasing platform, please submit documentation that shows the steps for completing this process.

|  |  |
| --- | --- |
| [ ]  | I have reviewed the above requirement and agree with no exception.  |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |
| **Bidder must explain their process for accepting the PCard payment method. If an account needs to be created on your purchasing platform, please submit documentation that shows the steps for completing this process.** |

* 1. **RESERVED (Procedure)**
1. **RESERVED (Project Plan)**
2. **RESERVED (Licensing Agreement)**
3. **RESERVED (Liquidated Damages)**
4. **Additional Requirements**
	1. **Environmental and Energy Efficiency Product Standards**

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally 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. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

|  |  |
| --- | --- |
| [ ]  | I confirm the above requirement and agree with no exception. |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** *(Add more rows as necessary.)* |
| **Item #:** | **Response:** |
| **Bidder must provide detailed information as required above – either in this response box or identified here as an attachment to this RFP.** |

* 1. **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.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

|  |  |
| --- | --- |
| [ ]  | I confirm the above requirement and agree with no exception. |

* 1. **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.

|  |  |
| --- | --- |
| [ ]  | I confirm the above requirement and agree with no exception. |

* 1. **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. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

|  |  |
| --- | --- |
| [ ]  | I confirm the above requirement and agree with no exception. |
| [ ]  | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** *(Add rows as necessary.)* |
| **Item #:**  | **Response:** |

**12.5 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)**

The Contractor must confirm that the provided products do not intentionally contain PFAS. This consists of all components of the provided products, including product packaging.

|  |  |
| --- | --- |
| [ ]  | I confirm the above requirement and agree with no exception. |

1. **Service-Level Agreements (SLAs)**
2. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.
3. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.
4. **Please Note**: Should bidders require clarification or have any questions with regard to the SLAs, they should submit them during the *Question and Answer Period* of this solicitation; please see the **Proposal Instructions** for the timeline.

**Please see Schedule C-Service Level Agreements, for the SLAs of the resulting Contract.**

|  |  |
| --- | --- |
| ☐ | I have reviewed the above requirement and agree with no exception.  |
| ☐ | I have reviewed the above requirement and have noted all exception(s) below. |
| **List all exception(s):** |

Enter company name here

Schedule B - Pricing

**Request For Proposal No**. **240000001864**

Prisoner Linen

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using the pricing schedule below.The pricing schedule should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms:      % discount off invoice if paid within       days after receipt of invoice.

1. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | **Size** | **UOM** | **Estimated 4 year Usage** | **Cost** |
| Cotton Blankets | 100% cotton, minimum 2½ lbs. each, with finished edges. Color: White | Minimum 66” x 90” | Each | 15,140 |  |
| Flat Sheets | Polyester/Cotton blend (Minimum 50% cotton): minimum T180 thread count: required to fit mattress sizes 30x76x4 and 36x76x4; COLOR: WHITE | Minimum 54” x 90” | Each | 333,324 |  |
| Flat Sheets | Polyester/Cotton blend (Minimum 50% cotton): minimum T180 thread count: required to fit mattress sizes 30x76x4 and 36x76x4; COLOR: WHITE | Minimum 66” x 104” | Each | 462,856 |  |
| Bath Towels | Cotton terrycloth (minimum 85% cotton). Minimum 5lbs. per dozen; COLOR: WHITE | Minimum 20” x 40” | Each | 61,904 |  |

**Schedule C – Service Level Agreements**

|  |
| --- |
| **Agency/Contractor: TBA** |
| **Contract #: TBA** |
| **Effective Date: TBA** |
| **Metric 1: Delivery Time Frame Communication** |
| **Definition and Purpose:** |
| 1. The State requires that deliveries be made within **30** calendar days from receipt of order, or as pre-approved in writing by the MDOC Program Manager. The receipt of order date is pursuant to Section 2, Service Levels, of the Statement of Work.
2. The Contractor must submit its Delivery Date, via email, within two business days of receipt of the order to the Program Manager and Contract Monitor.
 |
| **Data Sources:** |
| 1. Monthly Order and Delivery Reports provided by the Contractor.
2. Internal MDOC data from SIGMA (The State of Michigan’s accounting application).
3. Internal MDOC data from Global Shop Solutions (Michigan State Industries’ Enterprise Resource Planning application).
4. Correspondence with Michigan State Industries staff.
5. Delivery correspondence from Contractor.
6. Written pre-approval correspondence of a late delivery from MDOC Program Manager.
 |
| **Methodology:** |
| Reconcile and review Data Sources 1-6 as needed. |
| **Acceptable Standard:** |
| The Acceptable Standard is 100% compliance. |
| **Amount for Failing to Meet Service Level Agreement:** |

|  |
| --- |
| Deliveries are due within **30** calendar days from receipt. Deliveries after 30 calendar days are considered late. 1% of the Delivery Order total will be assessed on day 31 and every calendar day thereafter until the delivery is completed up to 95%. If the MDOC Program Manager provides a written pre-approval of a late delivery, the Service Credit does not apply.Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State of Michigan. Payments made directly to the State of Michigan shall be completed within 10 calendar days upon demand. |

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| **Metric 2: Reporting** |
| **Definition and Purpose:** |
| The Contractor must ensure an accurate Monthly Order and Delivery Report is delivered via email to the MDOC within 15 calendar days from the close of the previous month. |
| **Data Sources:** |
| 1. Monthly Order and Delivery Reports provided by the Contractor.
2. Correspondence with MSI Staff.
 |
| **Methodology:** |
| Reconcile and review Data Sources 1 and 2 as needed. |
| **Acceptable Standard:** |
| The Acceptable Standard is 100% compliance. |
| **Amount for Failing to Meet Service Level Agreement:** |
| Reports must be received within 15 calendar days of the close of the previous month.$100.00 will be assessed on the 16th day and every 5 business days thereafter until the reports are received by the MDOC.Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State of Michigan. Payments made directly to the State of Michigan shall be completed within 10 calendar days upon demand. |

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| **Metric 3: Shortages** |
| **Definition and Purpose:** |
| The Contractor must ensure every delivery is within an acceptable range (at least 95% of the quantity ordered) to be considered complete. Shortages of 5% or less will be accepted. The Contractor may split orders as long as 95% of the MDOC Delivery Order is received within the delivery time frame. |
| **Data Sources:** |
| 1. Quarterly Order and Delivery Reports provided by the Contractor.
2. Correspondence with MSI Staff.
3. Pre-Approval email from MDOC Program Manager
 |
| **Methodology:** |
| Reconcile and review Data Sources 1, 2, and 3 as needed. |
| **Acceptable Standard:** |
| The Acceptable Standard is 100% compliance. |
| **Amount for Failing to Meet Service Level Agreement:** |
| If the deliveries are not 95% complete, the MDOC will pay for the amount received after deducting 2% of the total Delivery Order amount. If the MDOC Program Manager provides a written pre-approval of the shortages, the Service Credit does not apply. Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State of Michigan. Payments made directly to the State of Michigan shall be completed within 10 calendar days upon demand. |

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| --- |
| **Metric 4: Responsiveness to Corrective Action Plans** |
| **Definition and Purpose:** |
| The State requires that the contractor must confirm receipt and submit their plan of action in response to any Corrective Action Plan Request within the timeframe outlined in the request. If the MDOC Contract Manager or Contract Monitor provides a written pre-approval of an alternate submission date, the Service Credit may not apply. Please see Section 3.12. (Contract Monitor/Manager). |
| **Data Sources:** |
| 1. Corrective Action Plan Request.2. Corrective Action Plan confirmation of receipt. 3. Corrective Action Plan response/plan of action.4. Written pre-approval of an alternative submission date. 5. Internal MDOC correspondence with Program Area staff.6. Additional correspondence with Contractor. |
| **Methodology:** |
| Reconcile and review Data Sources 1-6 as needed. |
| **Acceptable Standard:** |
| The acceptable standard is 100% compliance. |
| **Amount for Failing to Meet Service Level Agreement:** |
| $50.00 may be assessed for each business day that the Contractor fails to submit their plan of action by the deadline stated in the Corrective Action Plan Request.Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State of Michigan. Payments made directly to the State of Michigan shall be completed within 10 calendar days upon demand. |

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| **Metric 5: Recurring or Unresolved Corrective Action Plan Requests** |
| **Definition and Purpose:** |
| The State 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. Please see Section 3.12 (Contract Monitor/Manager). |
| **Data Sources:** |
| 1. Corrective Action Plan Request.2. Corrective Action Plan Response/Plan of Action. 3. Corrective Action Plan Implementation Documentation. 4. Documentation of non-compliant contract activities. 5. Notification to the Contractor of non-compliant contract activities. 6. Internal MDOC correspondence with Program Area staff.7. Additional correspondence with Contractor. |
| **Methodology:** |
| Reconcile and review Data Sources 1-7 to determine if there are recurring or unresolved contract deficiencies.  |
| **Acceptable Standard:** |
| The Acceptable Standard is 100% compliance. |
| **Amount for Failing to Meet Service Level Agreement:** |
| The following credits per occurrence will be assessed for any identified contract deficiency addressed in a Corrective Action Plan that is recurring or unresolved. Occurrence 1 Amount: $250.00 Additional service credits may be assessed for each additional occurrence: Occurrence 2 Amount: $500.00Occurrence 3 Amount: $750.00Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State of Michigan. Payments made directly to the State of Michigan shall be completed within 10 calendar days upon demand. |

Schedule D – Cost Factors

The Contractor must list the major cost factors and the percentage of the total price associated with each cost factor. Contractor must list the major raw materials separately.

Cotton Blankets:

|  |  |
| --- | --- |
| **Cost Factors** | **Percentage of Total Cost** |
| Overhead- Provide a brief breakdown of components: |  |
| Labor: |  |
| Transportation: |  |
| Raw Material #1: |  |
| Raw Material #2: |  |
| Raw Material #3:  |  |
| Raw Material #4: |  |
| Other: |  |

Flat Sheet 54x90:

|  |  |
| --- | --- |
| **Cost Factors** | **Percentage of Total Cost** |
| Overhead- Provide a brief breakdown of components: |  |
| Labor: |  |
| Transportation: |  |
| Raw Material #1: |  |
| Raw Material #2: |  |
| Raw Material #3:  |  |
| Raw Material #4: |  |
| Other: |  |

Flat Sheet 66x104:

|  |  |
| --- | --- |
| **Cost Factors** | **Percentage of Total Cost** |
| Overhead- Provide a brief breakdown of components: |  |
| Labor: |  |
| Transportation: |  |
| Raw Material #1: |  |
| Raw Material #2: |  |
| Raw Material #3:  |  |
| Raw Material #4: |  |
| Other: |  |

Bath Towels:

|  |  |
| --- | --- |
| **Cost Factors** | **Percentage of Total Cost** |
| Overhead- Provide a brief breakdown of components: |  |
| Labor: |  |
| Transportation: |  |
| Raw Material #1: |  |
| Raw Material #2: |  |
| Raw Material #3:  |  |
| Raw Material #4: |  |
| Other: |  |

Schedule E – Facility List with Addresses

**Northern Region:**

|  |  |  |
| --- | --- | --- |
| **Alger Correctional Facility****5000 Industrial Park Dr.****Munising, MI 49862** | **Carson City Correctional Facility****10522 Boyer Rd.****Carson City, MI 48811** | **Kinross Correctional Facility****16770 S. Watertower Dr.****Kincheloe, MI 49788** |
| **Marquette Branch Prison****1960 South U.S. 41****Marquette, MI 49855** | **Oaks Correctional Facility****1500 Caberfae Hwy.****Eastlake, MI 49626** | **Baraga Correctional Facility****301 Wadaga Rd.****Baraga, MI 49908** |
| **Earnest C. Brooks Correctional Facility****2500 S. Sheridan Drive****Muskegon, MI 49444** | **Saginaw Correctional Facility****9625 Pierce Road****Freeland, MI 48623** | **Chippewa Correctional Facility****4269 W. M-80****Kincheloe, MI 49784** |
| **Central Michigan Correctional Facility****8201 N. Croswell Road****St. Louis, MI 4880** | **Newberry Correctional Facility****3001 Newberry Ave.****Newberry, MI 49868** | **Muskegon Correctional Facility****2400 South Sheridan Dr.****Muskegon, MI 49442** |
| **St. Louis Correctional Facility****8585 N. Crosswell Road****St. Louis, MI 48880** |  |  |

**Southern Region:**

|  |  |  |
| --- | --- | --- |
| **Detroit Detention Center****17601 Mound Rd.****Detroit, MI 48212** | **Gus Harrison Correctional Facility****2727 Beecher Rd.****Adrian, MI 49221** | **Lakeland Correctional Facility****141 First St.****Coldwater, MI 49036** |
| **Jackson Regional Warehouse****1994 Parnall Road Bldg.218****Jackson, MI 49201** | **Ionia Regional Warehouse****717 Wall Street****Ionia, MI 48846** | **Macomb Correctional Facility****34625 26 Mile Rd.****New Haven, MI 48048** |
| **Special Alternative Incarceration****18901 Waterloo Road****Chelsea, MI 48118** | **Thumb Correctional Facility****3225 John Conley Drive****Lapeer, MI 48446** | **Women’s Huron Valley Correctional Facility****3511 Bemis Road****Ypsilanti, MI 48197** |
| **Woodland Correctional Facility****9036 E. M-36****Whitmore lake, MI 48189** |  |  |

Standard Contract terms

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”)and [Insert Company Name] (“**Contractor**”), a [Insert State & Entity Status, e.g., a Michigan corporation or a Texas limited liability company]. This Contract is effective on July 12, 2024 (“**Effective Date**”), and unless terminated, will expire on July 11, 2028 (the “**Term**”).

This Contract may be renewed for up to four (4) 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 (the “**Contract Activities**”) described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities unless otherwise specified in a Statement of Work.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

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

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

|  |  |
| --- | --- |
| If to State: | If to Contractor: |
| See Contract Administrator information shown below.Official Notices must be submitted to MDOC-Procurement@michigan.gov. | [Name][Street Address][City, State, Zip][Email][Phone] |

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

|  |  |
| --- | --- |
| State: | Contractor: |
| Arnold Vande Mark206 E. Michigan Ave.Lansing, MI 48933VandemarkA@michigan.gov517-335-2083 | [Name][Street Address][City, State, Zip][Email][Phone] |

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

|  |  |
| --- | --- |
| State: | Contractor: |
| South Region:Eames GroenleerGroenleerE@michigan.gov517-780-6076North Region:Geroge SevarnsSevarnsG@michigan.gov906-322-8499 | [Name][Street Address][City, State, Zip][Email][Phone] |

1. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.
2. **Insurance Requirements.**
3. **General Requirements**. Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
4. **Qualification of Insurers**. Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
5. **Primary and Non-Contributory Coverage**. All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
6. **Claims-Made Coverage**. If any required policies provide claims-made coverage, Contractor must:
	1. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
	2. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract
7. **Proof of Insurance**
	1. Insurance certificates showing evidence of coverage as required herein must be submitted to the Contract Administrator within 10 days of the contract execution date.
	2. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
	3. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
	4. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
	5. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
	6. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to the Contract Administrator no later than 5 business days following such cancellation or nonrenewal.
8. **Subcontractors***.* Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.
9. **Limits of Coverage & Specific Endorsements***.* (See Table 6.1 Below)

TABLE 6.1

| Required Limits | Additional Requirements |
| --- | --- |
| Commercial General Liability Insurance |
| Minimum Limits:$1,000,000 Each Occurrence$1,000,000 Personal & Advertising Injury$2,000,000 Products/Completed Operations$2,000,000 General Aggregate | Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19. |
| Automobile Liability Insurance |
| Minimum Limits:$1,000,000 Per Accident | Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.  |
| Workers' Compensation Insurance |
| Minimum Limits:Coverage according to applicable laws governing work activities. | Waiver of subrogation, except where waiver is prohibited by law. |
| Employers Liability Insurance |
| Minimum Limits:$500,000 Each Accident$500,000 Each Employee by Disease$500,000 Aggregate Disease |  |

1. **Non-Waiver**. This Section 6 is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.
2. **RESERVED (Administrative Fee and Reporting)**
3. **RESERVED (Extended Purchasing Program)**
4. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor’s employees and any subcontractors. Prior performance does not modify Contractor’s status as an independent contractor.Neither party has authority to contract for nor bind the other party in any manner whatsoever.
5. Intellectual Property Rights. If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
6. **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.
7. **Staffing.** The State’s Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
8. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
9. **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.
10. **Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor’s organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor’s stock; (b) a sale of substantially all of Contractor’s assets; (c) a change in a majority of Contractor’s board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

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

1. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in a Statement of Work. All containers and packaging become the State’s exclusive property upon acceptance.
2. **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.
3. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in a Statement of Work. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
4. **Invoices and Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State’s receipt. Contractor may only charge for Contract Activities provided as specified in a Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from 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 fees are exclusive 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.

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

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

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contactor for Contract Activities accepted by the State under this Contract or (ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 25, 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. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys’ fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

**Termination for Convenience**. The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, 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 to the extent the funds are available.

1. **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) 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 (d) 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.
2. **Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to the Contractor by any entity, agent, vendor, or employee of the State.
3. **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, at its own cost and expense, if the State deems necessary. Contractor will not, without the State’s prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding.

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

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

1. **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.
2. **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.
3. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, “**Proceeding**”) involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor’s viability or financial stability; or (2) a governmental or public entity’s claim or written allegation of fraud; or (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
4. **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 or commercial purposes.
5. **RESERVED (State Data).**
6. **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.
	1. **Meaning of Confidential Information**. For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
	2. **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.
	3. **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.
	4. **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.
	5. **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.
7. RESERVED (Data Privacy and Information Security)
8. **RESERVED (Payment Card Industry Data Security Standard)**
9. **RESERVED (CEPAS Electronic Receipt Processing Standard)**
10. **Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension (“**Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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

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

1. **Representations and Warranties.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes;(h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. 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.
2. **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.
3. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
4. **RESERVED (Prevailing Wage)**
5. **RESERVED (State Printing)**
6. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., and [Executive Directive 2019-09](https://www.michigan.gov/whitmer/0%2C9309%2C7-387-90499_90704-486781--%2C00.html). 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 (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person’s ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
7. **Unfair Labor Practice.** Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.
8. **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 the Michigan Court of Claims. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
9. **Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
10. **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.
11. **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.

1. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.
2. **Schedules**. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

|  |  |
| --- | --- |
| Document Title | Document Description |
| Schedule A | Statement of Work |
| Schedule B | Pricing |
| Schedule C | Service Level Agreements |
| Schedule D | Cost Factors |
| Schedule E | Facility listing with Addresses |

1. **Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Statement of Work; (b) second, 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, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE’S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
2. **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.
3. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
4. **Survival.**  Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
5. **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.