

PROPOSAL INSTRUCTIONS

Department of Technology Management and Budget

Office Supplies and Office Related Products- Statewide Request for Proposal No. 240000000014

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This is a Request for Proposal (RFP) for:

Office Supplies and Office Related Items, is being published in order to establish a contract for the State of Michigan, its MiDeal members and members of National Purchasing Partners Government Division (“NPPGov”) across the nation, including but not limited to governmental units incorporated by “**SCHEDULE F**” of the Request for Proposal (RFP), WIPHE members identified in “**SCHEDULE G**” of the RFP, as well as government units in all other states (collectively, “Participating Agencies”).

Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources and funds

RFP Timeline

Event	Time	Date
RFP issue date	N/A	Tuesday, October 17, 2023
Pre-proposal meeting	1:00 pm Eastern	Monday, October 30, 2023
Deadline for bidders to submit questions about this RFP	3:00 p.m. Eastern	Friday, November 3, 2023
Anticipated date the State will post answers to bidder questions on www.michigan.gov/SIGMAVSS	N/A	Thursday, November 9, 2023
Proposal deadline*	3:00 p.m. Eastern	Thursday, November 30, 2023
Anticipated contract Execution date	N/A	Wednesday, January 31, 2024
Anticipated contract begin date		June 1, 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 for current information.

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.

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- Exhibit 1A- PREA Standards	Standards of conduct and protocol within Michigan Department of Correction Facilities	Informational

Schedule A- Exhibit 1B- Program A Security Regulations	Security regulations that must be followed when entering MDOC campus'/facilities	Informational
Schedule A- Exhibit 2- Vendor Rules and Regulations	Provides Rules and Regulations for Vendors at MDOC facilities	Informational
Schedule B – Pricing	Instructions and Information relative to Pricing for goods and services sought by the State through this RFP	Bidder to complete and submit by proposal deadline
Schedule B – Pricing Worksheets B.1. Hot List and B.2. Discount Off List	Pricing for goods and services sought by the State through this RFP	Bidder to complete and submit by proposal deadline
Schedule C- Insurance	Insurances the Bidder will be required to carry if awarded a contract	Deemed accepted by bidder unless information required in the Evaluation Process section of this document is submitted by proposal deadline
Schedule D- Intergovernmental Cooperative Agreement	State of Michigan Cooperative Agreement with Participating Agencies	Informational
Schedule E- Vendor Administration Agreement	The NPP.gov Agreement to which the successful Bidder will be requirement to become signatory	Information
Schedule F- Local Government Units by State	Preliminary list of local governments intending to purchase under an awarded contract	Informational
Schedule G- WIPHE Response Form and List	Agreement to well to WIPE Institutions with Listed Institutions	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
Federal Provisions Addendum/ Byrd Certificate	Required for contracts over a certain dollar threshold where federal funds may be used to make purchases.	Informational. Will be made part of the contract. They Byrd Certificate will be required to be signed with any contract executed based on this RFP

- 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. OPTIONAL PRE-PROPOSAL MEETING.** An optional pre-proposal meeting will be held on Monday, October 30, 2023, at 1:00 pm ET via:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 216 528 667 55

Passcode: jiQ7Cw

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 248-509-0316,,336544268#](#) United States, Pontiac

Phone Conference ID: 336 544 268#

Statements made by the Solicitation Manager or designee at a pre-proposal meeting are not considered modifications to the RFP. If, however, the Solicitation Manager determines modifications to the RFP are warranted after the meeting, modifications will be posted in writing on www.michigan.gov/SIGMAVSS as explained in the **Modifications** section of this document.

Attendance at the pre-proposal meeting is limited to four (4) people per bidder.

Accessibility requests for reasonable accommodations at the pre-proposal meeting should be made with the Solicitation Manager at least 10 business days before the date of the meeting. Accommodation requests received outside this time period cannot be guaranteed.

3. **MODIFICATIONS.** The State may modify this RFP at any time. Modifications will be posted on www.michigan.gov/SIGMAVSS. This is the only method by which the RFP may be modified.
4. **QUESTIONS.** Bidder questions about 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. Submit questions using the format below; a Microsoft Excel format or similar is suggested.

Q #	Document and Section	Page #	Bidder Question

5. **DELIVERY OF PROPOSAL.**

Electronic – The bidder must submit its proposal, all attachments, and any modifications or withdrawals electronically through 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.**

6. **EVALUATION PROCESS.** The State will evaluate each proposal based on the following factors:

- 1) The State will evaluate each proposal based on the following factors:

	Technical Evaluation Criteria	Weight
1.	General Requirements – Schedule A, Statement of Work, Section 1	5
2.	Deliverable/Products – Schedule A, Statement of Work, Section 2	10
3.	Service Requirements – Schedule A, Statement of Work, Section 3	20
4.	Pricing- Schedule A, Statement of Work, Section 5	15
5.	Ordering- Schedule A, Statement of Work, Section 6	15
6.	Schedule A, Statement of Work, Sections 4, 7, 8, 9, 11 & 12	10
7.	Project Plan- Schedule A, Statement of Work, Section 10	15
8.	Service Level Agreements, Statement of Work, Section 13	5
9.	Vendor Questions Worksheet	5
	Total	100

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

- 2) Oral Presentations. After technical and pricing evaluation, those bidders still being considered for award may be asked, as the Joint Evaluation Committee deems necessary, to come to DTMB Central Procurement Service offices, located at 320 S. Walnut Street, Lansing, MI 48933 to showcase their on-line purchasing platforms and to highlight its features. If oral presentations are requested, review of the Bidders' online capabilities may be used to help determine best value. The following criteria will be evaluated:

	Oral Presentation Evaluation Criteria	Weight
1.	Ease of Navigation	15
2.	Ease of Site Administration both self and through Bidder's Staff	10
3.	Ability for Site to default to "Core" items first when search is utilized	10
4.	Ability for item restriction and ease of revising restrictions self or through Bidder's Staff	10
5.	Ability for site to suggest lower priced alternatives	10
6.	Other added value Special Features such as on-line reporting capabilities, message boards, etc.	15
	Total	70

- 3) 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\(8\)](#). Additional information on the SDVOB preference is available at: [Michigan.gov/SDVOB](#).
- 4) 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.

- 5) 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.
7. **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.
8. **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.
9. **RESERVATIONS.** The State reserves the right to:
 - a. Disqualify a bidder for failure to follow these instructions.
 - b. 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.
 - c. 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.
 - d. Consider an otherwise disqualified proposal if no other proposals are received.
 - e. 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 ; or (3) if it is determined that a bidder purposely or willfully submitted false or misleading information in response to the RFP.
 - f. Consider prior performance with the State in making its award decision.
 - g. 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.
 - h. Consider total-cost-of-ownership factors (e.g., transition and training costs) when evaluating proposal pricing and in the final award recommendation.

- i. Refuse to award a contract to any bidder that has failed to pay State taxes or has outstanding debt with the State.
 - j. Enter into negotiations with one or more bidders on price, terms, technical requirements, or other deliverables.
 - k. Award multiple, optional-use contracts, or award by Contract Activity.
 - l. Evaluate the proposal outside the scope identified in the **Evaluation Process** section of this document if the State receives only one proposal.
- 10. 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 or in the manner it was originally published.
- 11. 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 electronically at BidProtest-DTMB@michigan.gov no later than 5:00 PM ET, ten (10) business days after posting the **Award Recommendation and Evaluation Synopsis** on SIGMA VSS. 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 \(michigan.gov\)](http://www.michigan.gov/DTMB-Programs-and-Policies) under the “Bidder Protests” link.
- 12. 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.
- 13. 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 are the State’s property.
- 14. 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.

- a. **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.**
 - i. Complete and sign Section 1 of the CT Form if the bidder does NOT request confidential treatment of information contained in its proposal; or
 - ii. 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."**
 - iii. 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.**
- b. **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.
- c. **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.
- d. **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.

- e. 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.
- f. 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) sections of 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.	
2. 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.	

Information Sought	Bidder Response
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), are valid.	Choose an item.
3. Qualified Disabled Veteran/Service-Disabled Veteran-Owned Business Program	
Under 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.

Information Sought	Bidder Response
<p>To demonstrate qualification as a qualified disabled veteran, you must provide:</p> <p>(a) Proof of service and conditions of discharge (DD214 or equivalent);</p> <p>(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</p> <p>(c) Legal documents setting forth the ownership of the business entity.</p> <p>In lieu of the documentation identified above, you may provide proof of certification by the National Veterans Business Development Council.</p>	<p>Enter the names of documents submitted with your proposal to demonstrate status as a qualified disabled veteran.</p>
<p>4. Participation in RFP Development or Evaluation</p>	
<p>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.</p>	<p>Choose an item.</p> <p>If you enter "YES", you are not eligible for contract award or to work as a subcontractor for the awarded vendor.</p>
<p>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?</p>	<p>Choose an item.</p> <p>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.</p>

Information Sought	Bidder Response
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.
5. 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 of Michigan for the last 10 years.	
Describe in the Experience Sections below at least 3 relevant experiences from the last 5 years, other than with the State of Michigan, supporting your ability to successfully manage a contract of similar size and scope for the work described in this RFP.	
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.	

Information Sought	Bidder Response
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.	
6. Standard Contract Terms	

Information Sought	Bidder Response
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.	
7. Insurance Requirements	
Bidder must affirm agreement with the attached Schedule C (Insurance Requirements). If not in agreement, written exceptions in accordance with the Evaluation Process section of the Proposal Instructions must be provided with the Bidder's proposal.	Choose an item.
8. 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.	
9. 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.	
10. 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	Choose an item.

Information Sought	Bidder Response
greater from this RFP, Bidder will provide a copy of their current EEO-1 demographic report provided that Bidder meets Federal requirements to file an EEO-1 report.	
11. 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	Choose an item.

Information Sought	Bidder Response
are paid, and that no outstanding debt is owed to the State of Michigan.	
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.
Proof of ability to host Web-based catalog and purchasing platform. Bidder must provide in the space to the right the web address to a similar web-based catalog and purchasing platform that they currently have created and maintain.	
12. 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. 240000000014

Office Supplies and Office Related Products

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. The Contractor **MUST respond within the body of this document in the spaces provided**. Cut and paste information into these locations if necessary. **Do not attach any alternate or additional information as it may not be considered for evaluation, unless specifically requested within the RFP**. Uniform Resource Locator (URL) links to information will not be considered for evaluation.

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

The State of Michigan (hereinafter referred to as the State), operating under a Memorandum of Understanding with National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as “NPPGov”) is serving as the Lead Contracting Agency for this solicitation.

NPPGov is owned by two non-profit healthcare organizations and provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov’s membership includes participating public and nonprofit entities across North America. Currently, 1826 Participating Agencies use the NPPGov Office Supply co-operative contract nationwide.

INTENT

The intent of this RFP is to invite Bidders to submit a competitive pricing proposal offering OFFICE SUPPLIES and OFFICE RELATED PRODUCTS to the State of Michigan, which will then be made available to MiDeal members, NPPGov members locally and nationwide, Washington Institutions of Public Higher Education (WIPHE) Members **Schedule F**, and other states including but not limited to those listed in **Schedule E** (collectively, “Participating Agencies”), to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors, herein know as Bidders; and to obtain discounted pricing through volume purchasing.

The successful Bidder will make available its entire catalog of products and/or services in order that Participating Agencies who agree to the use of the resulting contract may order a broad range of goods and services as needed.

Bidders should have a strong national presence for OFFICE SUPPLIES and OFFICE RELATED PRODUCTS for use by government agencies nationwide.

In addition to the Contract with the State, the successful bidder will be required to enter into a Vendor Administration Agreement with NPP.Gov. This Vendor Administration Agreement includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

This Solicitation meets State of Michigan public contracting requirements and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

SCOPE

The purpose of this RFP is to establish a contract by which the State of Michigan, State of Michigan Employees, its MiDeal Members, and NPPGov Participating Agencies may procure office supplies and office related products (henceforth referred to as "office supplies"), in 28 different categories at the lowest price available. The Contractor is responsible for warehousing, data collection, reporting and distribution of office supplies.

1. General Requirements

- A. The RFP and resulting Master Agreement are anticipated for use by the State of Michigan, State of Michigan Employees, and its MiDeal members, as well as other NPPGov Participating Agencies across the nation.
 - 1) The State of Michigan will enter into an Intergovernmental Cooperative Purchasing Agreement with other Participating Agencies (not including MiDeal Members), through NPPGov, after the Master Agreement is entered into between the State and the successful Bidder through the issuance of this RFP.
 - 2) Intergovernmental cooperative purchasing agreements allow Participating Agencies to make purchases at the State's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all its local and state cooperative procurement requirements.
 - 3) By submitting a proposal, the Bidder(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies.
 - 4) Neither the State of Michigan nor NPPGov will incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions.

- 5) The State of Michigan Intergovernmental Cooperative Purchasing Agreement is available for review in **Schedule D**.
- B. The successful Bidder must work directly and separately with the Participating Agencies concerning the placement of orders, deliveries, disputes, invoicing and payment.
- 4) Neither the State of Michigan nor NPPGov will be held liable for any costs or damages incurred by or because of the actions of the Contractor or any Participating Agency.
 - 2) Successful Bidders must comply with state and local laws, rules and regulations in each state and locality where the product or service is provided.
- C. Each Participating Agency will execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement.
- 1) While the terms of the Master Agreement will govern the general pricing terms, each Participating Agency may request modification of the Master Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided any modifications are not material changes.
 - 2) Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Bidder, request additional legal and procedural provisions not included herein that the successful Bidder must adhere to if it wishes to conduct business with the Participating Agency using the Master Agreement.
 - 3) Each Participating Agency may negotiate for its own "Hot List" of items that will represent its' most used items. "Hot List" item pricing may be less than, but never more than the prices established in the Master Agreement pricing.
- D. Successful Bidders, in addition to executing a Master Agreement with the State of Michigan will also execute a Vendor Administration Agreement with NPPGov which is available for review in **Schedule E**. NPPGov provides Contractor exposure/marketing and contract utilization support for the successful Bidder's products and service.
- E. Successful Bidders awarded a contract will:
- 1) Pay a Contract Administration Fee representing 1.5% percent of actual net sales under the Master Agreement as established in the NPPGov Vendor Administration Agreement which is available for review in **Schedule E**. Administration fees may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates will not affect the amount of the administration fee paid to NPPGov and;
 - 2) In addition to the NPPGov Contract Administration Fee, the successful Bidder will pay a Contact Administration Fee to the State for sales within the State, including those sales made to MiDeal members, as outlined in

Standard Terms and Conditions Section 7. Administrative Fee and Reporting. This fee may not be listed or charged as a separate line item to the State.

F. Each Bidder is required to commit to:

- 1) low pricing;
- 2) and accurate and timely reporting to NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement as provided in **Schedule E**.
- 3) In addition, the successful Bidder must commit to marketing of the Master Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Contractor's sales staff.

G. **Contract Usage.** There is no obligation for any Participating Agencies to purchase anything from the Contractor. It is the intent of this RFP and resulting Master Agreement that Participating Agencies may buy directly from Successful Bidder(s).

<input type="checkbox"/>	I have reviewed the above requirements of Section 1. General Requirements and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

2. Deliverables/Products

2.1 Product Specifications

A. The primary objective is for the Bidders to provide their organization's entire catalog of products and services as part of this contract. This will allow the State and Participating Agencies the opportunity to order a broad range of products and services, as appropriate for their needs.

- 1) The Contract "Core" Items will be established from items for which there are SKU sets established in either the wholesaler (Essendant or SP Richards catalogs) or the Contactor's catalog and divided into two subsets. See **Schedule A, Section 5.1. Pricing** for details.
- 2) The Non-Core "Balance of Contract Items" will be those items available outside of the established Schedule B SKU Sets.

Bidders may provide alternative products if they do not stock the specified manufacture's items in the appropriate space provided in **Schedule B- Pricing Worksheet B.1**. Should the State wish to entertain use of alternative products, at the State's request, the Bidder may be required to submit information comparing/contrasting the specified vs. the alternate product and provide samples

Bidder must indicated if their wholesaler is Essendant or SP Richards in the

space below:

Other wholesalers may be considered as acceptable, as determined by the State. Bidder must list below which wholesaler(s) they use. If not Essendant or SP Richards, please include information, in the space below, regarding the wholesaler you intend to use and confirm that the wholesaler has a published and established list price catalog. This must be verifiable by the State.

Bidder must indicated approximate number of items that will be offered under the "Discount off List" List.

B. All products offered must be new, unused and most current product lines, unless otherwise clearly identified as remanufactured goods.

C. Products will be categorized into the following 21 categories.

- 1) Participating Agencies must be allowed to restrict purchase of products, in part or in whole, as it deems necessary.
- 2) Revisions to this list during the contract term will be mutually agreed upon by the State and Contractor:

CATEGORY #	CATEGORY
1	Facilities Breakroom
2	Facilities Sanitary/Janitorial
3	Facilities Equipment
4	Facilities Liners
5	Facilities Supplies
6	Filing & Record Storage
7	Inkjet Supplies- OEM
10	Inkjet Supplies- Remanufactured
11	Packing and Shipping
12	Paper
13	Print Products
14	Technology
15	Technology- Transactional
16	Toner- OEM (Hewlett Packard Only)
17	Toner- OEM (Dell Only)
18	Toner- OEM (Except HP & Dell)
19	Toner- Remanufactured
20	Furniture- Transactional
21	Furniture- Specific Manufacturer

D. **Proprietary Items.** The contract will also include proprietary items, which are items purchase and warehoused by the Contractor specifically for use and purchase by the State. Those items are as listed herein. This list may be modified per change notice.

1) Items.

- a. 15" x 12" x 9.75" 44ECT, C Flute Kraft RSC, Glued, 1 color imprint – SOM Records Management Storage Box. Initial Estimated Annual Usage- 30,000 Each
- b. 26" x 12" x 9.75" 44ECT, C Flute Kraft RSC, Glued, 1 color imprint-SOM Records Management Storage Box. Initial Estimated Annual Usage- 1,000 Each

Responding to E.1.a. & b. the Bidder must indicate in the boxes below.			
Item	Minimum Run (count of boxes)	Lead time for Proof/ Samples	Lead time for Production/ First Run
15" x 12" x 9.75" Box			
26" x 12" x 9.75" Box			

- 2) Initial Order. Prior to the manufacture of these proprietary items and the purchase and warehousing on the part of the Contractor, the Contractor will supply to the State proofs and/or samples of each item which will be approved by the Contract Administrator or designee prior to a full production run.
- 3) Inventory Levels. The State will provide to the Contractor an initial estimated annual usage for each Proprietary Item. The estimated annual usage is based on historic data and does not guarantee that this is the quantity that will be purchase on an annual basis. This estimate becomes the basis of the initial run and a forecast of the provision of the item during the first year of the contract or of when the items is added. Subsequently, the Contractor will monitor usage monthly and adjust ordering of the items to maintain the proper inventory levels.
 - a. Contractor will purchase and maintain up to a 90-day supply of Proprietary Products. If the contractor elects to warehouse more than a 120-day supply of any proprietary item the contractor does so at their own risk.
 - b. The State acknowledges that the manufacturer of the Proprietary Item may have a minimum production run requirement.

- 1) Prices. Pricing for Proprietary Items will conform to the schedule set forth for all negotiated “Core” items per Section 5.2. Price Term. There are no separate initial set up fees. Price changes will be per Section 5.3. Price Changes.
- 2) Changes to Proprietary Items after Initial Introduction. Should the State require changes to a Proprietary Item:
 - a. The Contractor will provide a quotation to the Contract Administrator for any costs incurred to a change in design or imprinting. The price adjustments, if any, will be made via Change Notice.
 - b. The State will supply camera-ready artwork and design specifications if required to the Contractor.
 - c. The Contractor will supply to the State proofs and/or samples of revised items which will be approved by the Contract Administrator or designee prior to a full production run.
- 1) Discontinuation. Should the State deem an inventoried Proprietary Item no longer necessary:
 - a. The State will give the Contractor a (60) sixty day written notice of its intent to discontinue.
 - b. Upon receipt of this notice, the Contractor will cease to purchase additional Proprietary Items from the manufacturer unless a last purchase is requested by the Contract Administrator.
 - c. The Contractor will provide to the State a list indicating the quantity of remaining stocked and warehoused Proprietary items.
 - d. The State will purchase and take delivery, at a location of the State’s choosing within (60) sixty days of at least the 120-day supply of remaining Proprietary Items ordered and warehoused on behalf of the State, and
 - e. The State will make payment for the Items once delivered as per the terms of this contract.
- 2) Termination. Upon expiration or termination of the contract:
 - a. The Contractor will provide to the State a list indicating the quantity of remaining stocked and warehoused Proprietary items.
 - b. The State is not obligated to purchase more than a 120-day supply of proprietary items, as determined by the average monthly usage of the previous fiscal year total usage.
 - c. The State will provide to the Contractor instructions for disposition of all remaining Proprietary Items ordered and warehoused on behalf of the State if applicable. The State will make payment for the Items once delivered as per the terms of this contract.

E. Product Substitution. Once the product lists are established, **product substitution is not allowable unless written approval is received from the Contract Administrator.**

- 1) Auto substitution without customer written approval will be considered Breach of Contract.
- 2) Pricing for the substituted product cannot exceed the contract price for the item.
- 3) During the contract, the Contractor may offer alternate products meeting or exceeding original specifications at a similar or a lower cost to be approved by the State. A proposed alternate must clearly describe all variances from the specifications and must include descriptive literature that contains complete specifications, if available.

F. Restricted Items. The State intends to partially or fully restrict the purchase of some items or categories, as purchase of these items will be required to be made using other mandatory-use State contracts, including but not limited to such categories and items as: chemicals and cleaning supplies, can liners, computer equipment and software.

- 1) The State reserves the right to restrict purchases of any item in any category or remove restrictions as it deems necessary.
- 2) Restrictions may be revised over the course of the contract.
- 3) The Contract Administrator is the only individual with the authority to change item restriction status.
- 4) The State's restrictions on items or categories will in no way apply to Participating Agencies or MiDeal members, and pricing established in **Schedule B.2 Non-Core Discount Off List** will be the basis for establishing prices for these items.
- 5) Participating Agencies and MiDeal members may establish restrictions, if any, as they deem necessary. **See Section 2.1.C.1)** above.

<input type="checkbox"/>	I have reviewed the above requirements of Section 2.1. Product Specifications and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

2.2. Warranties

- A. Any warranty with respect to the products under this contract will come from the manufacturer. Contractor will pass through to the State any applicable manufacturer warranties, to the extent transferable and provide documentation at time of delivery as well as making the documents available for viewing online.

- 1) The Contractor will pass through to the State of Michigan any applicable manufacturer OEM warranties, to the extent transferable and provide documentation upon request.
 - 2) Should a State of Michigan end-user encounter a warranty/return issue, the product may be returned to the Contractor for full credit or a replacement product, and the Contractor will handle all returns to the manufacturer.
- B. The State may report any product or warranty issues by contacting the Contractor's Customer Service or the Contractor Representative assigned to the State. Contractor will work with the OEM to remedy the warranty claim on the State's behalf up to and including return for full credit, replacement of the defective item or repair of the defective item as dictated by the applicable warranty.
- C. The State reserves the right to require additional warranties including those identified by the Contractor in its response to this RFP.

Bidder must describe, in the space below, any additional warranties included in the bid (if none, write N/A):

Bidder must explain, in the space below, the process for reporting warranty issues:

Bidder must explain, in the space below, how their company will handle any repairs or replacements if necessary:

☐ I have reviewed the above requirements of Section 2.2. Warranties and agree with no exception.

☐ I have reviewed the above requirement and have noted all exception(s) below.

List all exception(s):

2.3. Recall Requirements and Procedures

The Contractor will advise the State's Contract Administrator via e-mail of any product recalls within 10 calendar days of the Contractor becoming aware of any recall notifications. The Contractor will work with the State to remedy the recalled products in accordance with the OEM's recall procedures.

<input type="checkbox"/>	I have reviewed the above requirements of Section 2.3. Recall Requirements and Procedures and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

2.4. Quality Assurance Program

- A. The Contractor will have a customer satisfaction team responsible for measuring and improving the customer experience. Any customer satisfaction polling or surveys to State agencies or Extended Purchasing Program participants must be reviewed and approved by the Contract Administrator before they are conducted, the results of which will be made available to the Contract Administrator upon request.
- B. Comprehensive data collection and reporting on all customer shipments, which results in visibility of every order from entry through delivery, will be available to the Contract Administrator upon request.

<input type="checkbox"/>	I have reviewed the above requirements of Section 2.4. Quality Assurance Program and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

2.5. Incentives

- A. The contractor will coordinate with Hewlett Packard in the creation, maintenance and updating of HP Big Deal and "white box" pricing Programs.
- B. Contractor may pass through any OEM special pricing, incentives, discounts, or rebates.
- C. At the Contractor's discretion, the Contractor may offer additional incentives to individual Participating Agencies.

<input type="checkbox"/>	I have reviewed the above requirements of Section 2.5. Incentives and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

Bidder please explain, in the box below, any special incentives or services including, but not limited to, return policies, trade-in programs, quantity discounts, etc. If none, enter N/A.

2.6. Transitions

A. **Transition-In.** At the beginning of the contract the Contractor must assist the State in making the transition from the expiring contract and the incumbent Contractor (if necessary) by providing the following:

- 1) **The Contractor must work with the Contract Administrator and the incumbent Contractor to take possession of any Proprietary items held within their inventory, if any, and place it within their inventory for future shipment.**
- 2) Contractor must work with the State and its Agencies in setting up the users in their on-line website purchasing portal. Work will include but not be limited to: establishing multiple agencies with multiple users, a multitude of ship to addresses and bill to accounts, and the necessary approval paths, if any, as specifically required by each Agency. Contractor may need to meet with each agency individually to facilitate this process. There are currently around 3500 State of Michigan users.
- 3) Contractor must create and work within the approved timeline (See **Schedule A, Section 10. Project Plan- Transition-In**) which will include, but is not limited to:
 - a. Setting up the web-based catalog/ purchasing platform
 - b. Training users
 - c. Creating collateral for publication/ information
 - d. Attend Meetings and showcases as necessary
 - e. Rolling “Go Live”

B. **Transition-Out.** At the end of the contract the Contractor must assist the State in making the transition to a new Contractor by providing the following:

- 1) Proprietary items inventoried for the State by the incumbent Contractor must be held for a period of up to six months. During which time arrangements must be made between the transitioning Contractors and the Contract Administrator, or their designee, for the delivery of the remaining inventory to the new Contractor’s facility or to the State.
- 2) The Contractor must provide all requested user data and other records as requested by the Contract Administrator.
- 3) Contractor will submit to the State all final billing within 45 calendar-days of the contract expiration date and provide any requested back up documentation as may be necessary to make final payment within that same 45 calendar-day time. No additional invoicing after the 45 calendar-day period will be honored.

<input type="checkbox"/>	I have reviewed the above requirement of Section 2.6. Transitions and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

2.7. Funding Requirements

The Contractor will be required to sign the Federal Provisions Addendum as attached in this RFP (See Federal Provisions Addendum)

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

3. Service Requirements

3.1. Retail Locations

The State prefers a Contractor with retail locations.

Bidder must provide a listing of its retail locations in Michigan and nationwide, by state. Insert in a PDF object for this list in the space provided below.

Bidder must indicate what percentage of their catalog SKUs are stocked at their retail locations.

3.2. Extending the Contract Pricing and Discounts at the Retail Locations

State purchasers must have the ability to receive the State's contract pricing at any of the Contractor's retail locations if retail purchases are an option.

Bidder must provide an explanation of how it will ensure that the contract pricing and discounts is correctly extended to the State and Employees at its retail locations. Explain the processes and procedures in the space provided below.

3.3. Online Product Catalog and Purchasing Platform

The Contractor will host a searchable, on-line, web-based custom catalog that will include a purchasing platform. This platform will be continually maintained and monitored by the Contractor to ensure its availability.

Bidder, please acknowledge their agreement with this section above and provide details for how they will meet the requirements below.

1) User Type and Capacity

Type of User	Access Type	Number of Users	Number of Concurrent Users

Contractor must be able to meet the expected number of concurrent Users listed above.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Bidder must explain how it will be able to support the expected number of concurrent Users. Bidder must also explain whether the Solution can scale up or down without affecting performance:	
Bidder must provide details regarding latency response time for (i.e., Generate Page Load, standardized reporting, ad hoc reporting):	
The Bidder must identify what network connectivity or equipment will the State be required to have to meet the expected latency response time?	

Bidder, please indicate in the box below what web platform up-time the State can expect, based on historic data.

D. End-User Operating Environment

The SOM environment is X86 VMware, IBM Power VM, MS Azure/Hyper-V and Oracle VM, with supporting platforms, enterprise storage, monitoring and management.

Contractor must accommodate the latest browser versions (including mobile browsers) as well as some pre-existing browsers. To ensure that users with older browsers are still able to access online services, applications must, at a minimum, display and function correctly in standards-compliant browsers and the

state standard browser without the use of special plugins or extensions. The rules used to base the minimum browser requirements include:

- 1) Over 2% of site traffic, measured using Sessions or Visitors (or)
- 2) The current browser identified and approved as the State of Michigan standard

This information can be found at <https://www.michigan.gov/browserstats>. Please use the most recent calendar quarter to determine browser statistics. Support is required for desktop and mobile and tablet browsers identified with over 2% of site traffic.

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

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Bidder must describe any State system access requirements that are necessary for the Bidder to perform its obligations on a timely basis, including but not limited to, physical or remote access to State networks, servers, or individual workstations:	
Bidder must describe if it can comply with the current environment and how it intends to comply with any future changes to the user environment. And if not, describe what end user operating environment its solution supports:	
Bidder must describe if it can support the original environment throughout the term of the contract:	
Bidder must describe how it communicates changes to its roadmaps:	
Bidder must identify any plug-ins necessary for the proposed solution to meet the system requirements of this request:	

E. Migration

Awarded Contractor will be required to set up accounts for each of the State's 27 agencies and all of their users. The State currently has over 3,500 users. The Contractor's online purchasing system must accommodate:

- 1) Each agency, and possibly departments within each agency may require its own approval paths.
- 2) Each user may be purchasing for multiple bill to and ship to parameters.
- 3) Each agency will require an administrator who has the ability or the authority to add/delete or modify users and their data, change parameters around user access.

Bidder must explain what kind of data will be required from the State to set up accounts:

Bidder must explain how the Bidder will migrate the data required from the State:

☐ 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):

F. Hosting

- 1) Hosting or “**Hosted Services**” means the hosting, management and operation of the Operating Environment, (in this case the **Online Product Catalog and Purchasing Platform**), other services (including support and subcontracted services), and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.
- 2) Contractor must maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 24 hours.

☐ 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):

G. Availability Requirement

- 1) Contractor will make the Hosted Services available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted

Services (each such calendar month, a “**Service Period**”), at least 99.98% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the “**Availability Requirement**”).

- 2) “**Available**” means the Hosted Services are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. “**Availability**” has a correlative meaning.
- 3) The Hosted Services are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services and Software, in whole or in part.
- 4) The Availability Requirement will be calculated for the Service Period as follows: $(\text{Actual Uptime} - \text{Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception}) \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Hosted Services or Software are not Available Due to an Exception}) \times 100 = \text{Availability}$.
- 5) Exceptions. No period of Hosted Services degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following (“Exceptions”):
 - a. Failures of the State’s or its Authorized Users’ internet connectivity.
 - b. Scheduled Downtime as set forth below:
 1. Scheduled Downtime.
 - a) Contractor should notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services or Software in whole or in part (“Scheduled Downtime”).
 - b) All such scheduled outages should:
 - (a) last no longer than five (5) hours;
 - (b) be scheduled between the hours of 10:00 pm and 5:00 a.m., Eastern Time; and
 - (c) occur no more frequently than once per week

Bidder, please provide in the box below your historic Purchasing Platform (hosted service) up-time numbers.

Bidder, please indicate in the box below when Scheduled Downtime is currently scheduled to occur.

Bidder, please indicate if your company would be able to provide an up-time report to the State on a monthly basis.

☐ 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):

H. Access Control

The Contractor must limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems) and to the types of transactions and functions that authorized users are permitted to exercise.

- 1) Agency administrators, must watchdog access and remove users or revise access when a staff changes job duties or leaves the employment

- 2) Authentication Process

Authentication is the process of verifying the identity of a user.

Authentication is performed by having the user enter a username and password in order to access the system.

- a. To help protect information from unauthorized access or disclosure, users must be identified and authenticated preferably using the parameters of the table below (see 3.3.G.3) prior to accessing confidential or sensitive information, initiating transactions, or activating services.
- b. Publicly available information such as the mother's maiden name, birth date, and address as the sole authenticator is not a secure means of authentication and should not be used.
- c. Automatic information (e.g. a password or PIN) must never be disclosed to another user or shared among users.
- d. The authentication process will be limited to three unsuccessful attempts and must be reinstated by the authorized personnel (preferable the Agency's Administrator/Primary Office Supply Purchasing Contact). User accounts should be systematically disabled after 90 days of inactivity and must be deleted after one year of inactivity.

- 3) Password Requirements

- a. The purpose of a password is to authenticate a user accessing the system and restrict use of a User ID only to the assigned user. To the extent that the functionality is supported within the technology or product, the controls listed must be implemented.

- b. These following controls or content rules (or as amended by negotiation) apply at any point where a new password value is to be chosen or assigned. These rules must be enforced automatically as part of a new password content checking process:

Password Property	
1)	Minimum Length
2)	Composition
3)	Expiration Requirement (Maximum Password Age)
4)	Revocation
5)	Temporary Passwords
6)	Change Process
7)	Login Process
8)	Encryption of passwords/PINs
9)	Compromise of password/PIN
10)	Forgotten password/PIN
11)	Current user password/PIN
12)	Audit logs
13)	Password history
14)	Privileged account access (e.g. supervisor or root)

Bidder, in the space below, please indicate if your system can limit the number of attempts to log in.

Bidder, in the space below, please indicate if your system will allow for users to be disabled after 90 days and removed after one year of activity.

Bidder, in the space below, if the user can be disabled, can you restrict authorization to re-enable them to the Agencies Admin/ Primary Office Supply Purchasing Contact?

Bidder, in the space below, please indicate what password controls or content rules your system currently has in place

--

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

I. Online Product Catalog.

This catalog will include all items offered by the Contractor, listed with a full description, photo of the product and the contract pricing, additionally it will include the following features:

- 1) The State's "Core List" products will always populate first when users search for similar items. From least expensive to most expensive.
- 2) The State's "Core List" products will be noted by icon or another marking system that is easily identified in any search results.
- 3) If an item is selected, yet a similar item is available at a lower price, a prompt or "pop-up" will alert the user that there is a lower price alternative available and provide them a reroute to the alternative item.
- 4) Items that meet or exceed the State's recycled products parameters listed in **Section 12.1. Recycled Content and Recyclability** will be denoted with an icon or other marking system that is easily identified in any search results.
- 5) The on-line platform will have the capability to "restrict" the purchase of items as determined by the State and those items, although viewable, will be notated to make users aware that these items cannot be selected for purchase.

<input type="checkbox"/>	I have reviewed the above requirements for 3.3. Product Catalog and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

J. Online Catalog/Ordering System

- 1) Contractor's online catalog/ordering system will be available 24 hours a day, 7 days a week, except for scheduled maintenance.
 - a. Contactor's online catalog/ordering system will include all the Contractors available product items. The items the State has specifically requested to be "restricted" will remain viewable,

however, those items will be noted as being restricted and will be unavailable for selection to purchase.

- b. Contractor's online catalog/ordering system will identify State of Michigan "Core" items and will drive usage to these items.
 - c. Online customers can view product availability before placing orders and the online system will automatically notify online customers when less expensive alternate is available and direct them to it.
 - d. Website will allow for order tracking and order history review. Ideally, the purchasing platform will allow for users to create "frequently ordered" lists that can be used to expedite purchases.
 - e. Order acknowledgements must be provided electronically to customers.
- 2) Contractor will work closely with the State and its agencies to initiate usage of their online ordering platform by establishing authorized users, assigning accounting and shipping codes, and establishing approval paths
- 3) The Contractor will provide training to all authorized online ordering platform users throughout the terms of the contract.
- a. Prior to go live date, in a timeline established in the transition-in, training materials will be provided by the Contractor to State, for its use, will include but not be limited to:
 - 1. Recorded webinars and electronic training tutorials which provide orientation to the web-catalog/ purchasing platform and aspects of order, shipping, billing and receiving.
 - 2. Tutorials for "administrators" regarding user and account management and reporting functionality.
 - 3. The Contractor will update these webinars and tutorials throughout the contract period should the on-line purchasing platform and web page change, or as requested by the state.
 - b. At the time users first obtain access to the ordering system, they will be sent a welcome e-mail which provides links to tutorials and to the State's intranet.
 - c. The Contractor will provide to the State, prior to the "Go Live" date at times and dates as requested by the Contract Administrator, in-service training to agency personnel related to on-line platform usage, products, installation, and product safety issues. This training will be extended to MiDEAL members.
 - d. The Contractor will also provide agency training jointly with the State as needed during the period covered by the Contract at no additional charge. This training will be extended to MIDEAL members.

- e. The Contractor will provide to the State, prior to the go live date and updated as necessary, a FAQ PDF for use on the State's Intranet as requested.
- 4) Website will allow designated customer administrators to set up, add, modify, and delete end users, with permissions and restrictions, approval paths, varying levels of authorization of purchases, etc. independently, without having to contact customer service or Contractor's sales representative.
- 5) The Contractor will be willing and have the capacity to work with third-party providers of Electronic Data Interchange (EDI) services which have been chosen by the State. The Contractor will be willing, at no additional charge to the State or to the EDI provider, to transmit text and image catalog information to the State's provider of EDI services at the State's request.
- 6) Online Catalog Technical Support. Contractor will have sufficient help desk resources to promptly provide technical assistance to the State and MiDeal members.
 - a. Contractor will provide online Customer Service support which enables real-time, online interaction with Customer Service through:
 - 1. instant messaging;
 - 2. live log-on assistance;
 - 3. web collaboration; and
 - 4. call-back requests.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

3.4. Installation

Installation if required, will be addressed, on a case-by-case basis, specific to the product and no work will commence without an approved and signed quote, between the contractor and Participating Agency's contract administrator, as applicable.

<input type="checkbox"/>	I have reviewed the above requirements of Section 3.4. Installation and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

3.5. Reporting

- A. The Contractor may be required submit the following periodic reports to the State as required.
- 1) Usage reports, to the Contract Administrator, including item, quantity, and dollars for State and MiDEAL members, as requested.
 - 2) Purchasing metric reporting, as requested and/or available through the on-line website purchasing platform, including but not limited to:
 - a. Yearly Program Review
 - b. Order Levels
 - c. Core vs Non-Core Usage
 - d. Agency Core Compliance
 - e. Year to Year Comparisons
 - f. Product Category Usage
 - g. Eco Friendly Product Usage
 - 3) The Contractor must submit reports of purchasing activities to the MiDEAL program coordinator, on a quarterly basis. The Contractor will utilize the format specified by the State. Reports will include, at a minimum, an itemized listing of purchasing activities by each State of Michigan agency and MiDEAL member, with the agency name, invoice number, product description, quantity, total value of purchases for each agency, date of purchases, and a grand total of all purchases.
 - a. The Contractor must supply electronic files for all account numbers, agency contacts (administrators all levels), ship to addresses, and authorized purchases upon request, but no more often than a quarterly basis.
 - b. By the second Friday of every December, the Contractor must submit a report of recycled content in commodities sold in that calendar year to the Contract Administrator.
 - c. Essendant or SP Richard wholesale catalog list prices for time periods as requested by the Contract Administrator, or as requested by the State' Auditors, possibly as often as quarterly.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	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) in the space below:	

Bidder must indicate what types of reports can be obtained on-line and by whom in the space below:

B. The Contractor must submit reports of purchasing activities by MiDEAL members

On a quarterly basis (Refer to Terms and Conditions Section 8, Administrative Fee and Reporting) the Contractor will submit their reports to MiDEAL

- 1) The Contractor will utilize the format specified by the MiDEAL Administrator.
- 2) Reports will include, at a minimum, an itemized listing of purchasing activities by the MiDEAL member, invoice number, product description, quantity, total value of purchases for each agency, date of purchases, and a grand total of all purchases.

C. The State reserves the right to request other reports throughout the term of this Contract as deemed necessary.

☐ 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) in the space below:

3.6. Meetings

The Contractor must attend the following meetings:

- A. Kick-off meeting, to be attended by the Contractor Representative and other Key Personnel within 30 calendar days of the Effective Date
- B. Annual contract review as requested by the Contract Administrator
- C. The State and its Agencies or its MiDEAL members may request 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):

3.8. Emergency Preparedness/ Disaster Recovery

A. Emergency Preparedness

- 1) As a first responder, in the event of an emergency or disaster, the State will be served before other customers.
- 2) The State reserves the right to purchase from any category which the Contractor can provide during a declared emergency or disaster.
- 3) In the event of an Emergency, the Contractor's Contract Representative will be the contact and will provide to the Contract Administrator a phone number where they can be reached anytime.

B. Disaster Recovery

The Contractor must create a contingency plan to account for natural disasters, pandemic, or other situations that may disrupt the normal flow of business. Additionally this plan will document Contractor process and procedures that will enable the business to continue services if problems are experienced with Contractor's computer systems, telecommunication systems, power interruptions, material sourcing or warehouse/shipping capabilities, or other potential issues arising from an emergency/disaster.

In the space below, the Bidder must provide an explanation of its existing Disaster Recovery Plan if one is currently in place or provide a solution that will be put into place to meet this requirement:

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

4. Staffing

4.1. Contractor Representative and Key Personnel

The Contractor must appoint one Contractor Representative and other Key Personnel, specifically assigned to State of Michigan accounts, who will be knowledgeable on the contractual requirements and directly responsible for the day-to-day operations of the Contract.

- A. The Contractor Representative and Key Personnel must be available for calls during the hours of 8 a.m. to 5 p.m. ET Monday through Friday.
- B. The Contractor Representative and Key Personnel must respond to the State within 8 business hours to State inquiries.
- C. The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative or Key Personnel.

- D. The Contractor may not remove or assign a new Contractor Representative or 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.
- E. The Contractor may not remove or assign a new Contractor Representative or 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.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

- F. The bidder must identify the Contractor Representative and other Key Personnel, indicate where they will be physically located, describe the functions they will perform.

Contractor Representative
1) Name:
2) Physical Location of this individual Personnel:
3) Functions this individual will perform:

Key Personnel
A. Name:
B. Physical Location of this individual Personnel:
C. Functions this individual will perform:

Key Personnel
A. Name:
B. Physical Location of this individual Personnel:
C. Functions this individual will perform:

Key Personnel

A. **Name:**

B. **Physical Location of this individual Personnel:**

C. **Functions this individual will perform:**

(copy and add more Key Personnel as necessary)

4.2. Organizational Chart

Provide three separate Organizational Charts which detail the staff members by name and title, including subcontractors who will be assigned to this contract, and the hierarchy/associations:

National Contract Organizational Chart

State of Michigan Accounts Organizational Chart

MiDEAL Accounts Organizational Chart

4.3. Customer Service

A. **Customer Service.** The Contractor must have a dedicated, U.S. based staff for customer service calls, who are familiar with the contract and its pricing parameters. These individuals must be available to take calls and respond to e-mails, Monday through Friday, during the hours of 8 am to 5 pm ET.

B. **Online Catalog and Technical Support.** The Contractor will have dedicated staff available for online web collaboration and technical support via phone, Monday through Friday, during the hours of 8 am to 5 pm ET.

☐ 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):

Identify customer service availability for this proposal by type and by hours and days of the week in the space below:

4.4. Disclosure of Subcontractors

Contractors are required to identify any subcontractors servicing the State. For the sake of this contract a subcontractor is defined as an entity to which the Contractor has made arrangement or agreement for performance of any part of this work. Excluded are national delivery companies such as Fed-Ex, UPS or USPS.

- A. Any subcontractors will be bound by the terms of this contract. The State will not accept billing from nor make direct payments to any subcontractor.
- B. The Contractor will give the State 30 calendar days' notice if it intends to replace any subcontractor and provide the same information as required below.
- C. If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:
 - 1) The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
 - 2) The relationship of the subcontractor to the Contractor. Of the total bid, the price of the subcontractor's work. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship. For this contract if your firm intends to hire a delivery service company to make deliveries, they are considered a subcontractor.
 - 3) A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- D. **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).
 - 1) Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each.
 - 2) 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.
 - 3) 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](#)

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

Bidder must provide detailed information as requested in the above requirement(s).	
The legal business name, address, telephone number of the subcontractor(s).	
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.	

(Copy and paste as many subcontractors as necessary to identify them all)

Bidder must provide information based on the work performed by all subcontractors	
Total percentage of work that will be performed by subcontractors:	

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

4.5. Security

- A. The Contractor's staff may be required to make deliveries to or enter State facilities, either at dock or to desktop. The State may require the Contractor's personnel to wear State issued identification badges. If utilizing a subcontractor for delivery other than UPS or Fed-ex, this information would be required for that subcontractor as well. Add Response box for subcontractor(s) if necessary.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	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):	

Bidder must answer the following questions as listed below:
Do your delivery drivers use uniforms? ID Badges?
Do your delivery drivers have to pass background checks?
What is the scope of the background check?

- B. **Delivery to Michigan Department of Corrections facilities (MDOC).** There are additional more stringent security and code of conduct requirements that the Contractor (and any of their Subcontractors) will be required to abide by when making deliveries to MDOC facilities. Please read the attached Exhibits:
- 1) Schedule A, Exhibit 1A- PREA Standards
 - 2) Schedule A, Exhibit 1B- CFA Security Regulations
 - 3) Schedule A, Exhibit 2- Vendor Rules and Regulations

<input type="checkbox"/>	I have reviewed the above listed Exhibits and agree with the requirements contained therein with no exception.
<input type="checkbox"/>	I have reviewed the above listed Exhibits and the requirement contained therein and have noted all exception(s) below.
List all exception(s):	

5. Pricing

5.1. Pricing

Pricing will be as quoted and established in the Schedule B Pricing Worksheet, B.1.a Core/ "Hot List" Pricing, B.2.a Core Discount per Category and subsequently B.2.b. Core/Discount off List Pricing. Please note: ***The Contractor must also be sure to enter the total contract quoted price (as determined in the Schedule B.1. Core Pricing) on the Commodity line in the SIGMA bid response.***

Balance of Catalog Items, items not identified as "Core" as defined below, nor priced in the **Schedule B- Worksheet**, will be considered Non-Core and offered by the Contractor at market pricing. See Section 5.1.D. Below.

Products will be offered based on the following pricing structure.

- A. **Core/ "Hot List" List.** Firm, fixed, quoted and negotiated pricing on approximately 1,100 items established for the State and Participating Agencies which will be identified in **Schedule B, Pricing Worksheet B.1**. Participating Agencies may modify or amend this list per their specific requirements and usage if deemed necessary.
- 1) Subject to change per contract terms
 - 2) "Hot List" prices will always be accurately reflected on the State of Michigan online purchasing platform.
 - 3) The Contractor will never charge more but may charge less than the quoted "Hot List" if special pricing, discounts or offers become available.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

- B. **Core/ Discount off List.** Products not identified in the "Hot List", but which have SKU numbers/ list prices, will be established and published in **Schedule B.2b- Discounted Core Catalog** which will be sold in categories and have the discounts applied as identified in in **Schedule B, Worksheet B.2.a- Core Discount per Category Pricing Worksheet**. "List Price" is defined as the manufacturer's suggested list price as published by the wholesaler or by the Contractor.

- 1) The Contractor will provide the updated published price list files to the State by June 1st for an effective date of July 1st and by December 1st for an effective date of January 1st of each calendar year.
- 2) List prices will be held firm for the six-month price term.
- 3) Core prices will always be accurately reflected, with the discount off- list already applied, on the SoM published online purchasing platform.
- 4) The Contractor will never charge more, but may charge less, than the quoted Discount Off List price (defined in 2. above) for products as identified in Schedule B.2.a. **Core Discount-Off List Pricing Worksheet per Category** which reflects the discounts to be established in the resulting contract.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

<p>Does the Bidder have any additional discount catalog pricing for specific items, promotional purchases, manufacture direct, or volume pricing that they wish to offer? If yes, please attach those offers with the Solicitation Response and indicate below what those attachments are titled.</p>

<p>Bidder in the box below please indicate how many items are anticipated to be offered in Schedule B.2.b. Discounted Core Catalog?</p>

C. Non-Core Balance of Catalog. Products not identified in in Schedule B.1. “Hot List” Pricing, nor identified in Schedule B.2.b., but are otherwise available from the Contractor’s Catalog, will be referred to as Non-Core.

<p>In any contract resulting from this solicitation, how does the Bidder propose to price Non-Core items that are also available on the Contractor’s retail online site? Bidder, please explain below:</p>

<p>In any contract resulting from this solicitation, will the Contractor be offering any products that are not available on the Contractor’s retail online site? Bidder, please indicate yes or no below:</p>

If yes, what types of products are these and how will the Contractor price them? Bidder, please explain below:

D. Sorting of Core Products in the online catalog/purchasing platform.

The State prefers that the Contractor have the capability to highlight and identify the core products on the on-line web purchasing platform and will drive purchases to this list of products. The core items should be listed first, before Non-Core items in any search on the purchasing platform and should appear least expensive to most expensive.

Does the Bidder's online platform have the capability to identify "Hot List" items independent of Core items? If No, indicate No. If yes, explain.

Does the Bidder's online platform have the ability to highlight, and drive purchases 1st to "Hot List" items, 2nd to Core Items (not on the "Hot List", and then identify non-core items last through a sort feature? Can that be set to a default? If No, indicate No. If yes, explain.

E. Lowest Available Price.

- 1) For Core contract items, the "Hot List" and Discount of List pricing will be based upon fixed price or discount off fixed list price, however, occasionally special pricing through promotion or other means may be passed on as they become available. These special prices are temporary.
- 2) For Non-Core Balance of Contract items, the Contractor will utilize "best price logic" as offered/identified in Schedule A, Section 5.1.C above.
- 3) The Contractor will utilize "best price logic" for purchases made in its retail stores, which would result in the State receiving the lower of the current retail store price or the current contract price for those Core items available at the retail store at the time of purchase.



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):

- F. Special Order.** The Contractor will be able to quote, as need arises for special order office supply and office related items items, which are those

items that are not normally stocked or available from the Contractor and which are priced outside of the SKU sets offered by wholesalers Essendant or SP Richards or are not the Bidder's own branded products.

- 1) The State will not be required to purchase special order items if the item can be purchased at a lower price or within a better timeframe from elsewhere.
- 2) These items will not appear on the State of Michigan's online purchasing platform.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

5.2. Price Term

- A. "Hot List" Pricing **Schedule B, Pricing Worksheet B.1** will be firm fixed from contract execution to June 30, 2024, (exclusive of copy paper, toner and ink) and thereafter may be adjusted every 365 days, July 1st to June 30st. (Except as noted in **Section 5.3.B.** below).
 - 1) Adjustments may be requested, in writing, by either party and price increases will take effect no earlier than the date the Contract Change Notice (CCN) is processed incorporating the adjustments and it is executed by DTMB Central Procurement Services.
 - 2) Price decreases may be offered at any time and will be applied immediately and automatically by the Contractor.
- B. The "Hot List" prices for copy paper, toner and ink will be held firm from contract execution through June 30, 2024, and then may be adjusted every 182 days (six months) with sixty days' notice (except as noted in **Schedule A, Section 5.3.B.** below).
 - 1) Adjustments may be requested, in writing, by either party and price increases will take effect no earlier than the Contract Change Notice (CCN) is processed incorporating the adjustments, is issued by DTMB Procurement Services.
 - 2) Price decreases may be offered at any time and will be applied immediately and automatically by the Contractor.
- C. Core items which are based on discounts off list prices **Schedule B.2b- Discounted Core Catalog** will be held firm from contract execution through June 30, 2024, and then may be adjusted every 182 days (six months) with sixty days' notice (except as noted in **Schedule A, Section 5.3.B.** below).
 - 1) Adjustments to list pricing may be requested, in writing, by either party and price increases will take effect no earlier than the date the Contract

Change Notice (CCN) is processed incorporating the adjustments and it is executed by DTMB Central Procurement Services.

- 2) Price decreases may be offered at any time and will be applied immediately and automatically by the Contractor.
- 3) Core items will never be more than the established percentage off list price.

D. Non-Core, Balance of Contract items as defined in **Schedule A, Section 5.1.C.** above, will be the prices defined in this solicitation and will appear on the ordering platform at time of order.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

If the Bidder wishes to offer mor generous or alternate pricing terms, please do so in the box below:

5.3. Price Changes

- A. Adjustments to the “Hot List” prices, will be based on changes in actual Contractor costs, but increases will not exceed 3% on total aggregate of overall the Hot List during any given adjustment period/term. See Section 5.2. A & B.
 - 1) Any request must be supported by written evidence documenting the change in costs.
 - 2) 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.
- B. Adjustments to the Core list prices will be based on changes in manufacturer or Contractor List Price that will be amended no more than every six months. “Hot List” items have their own amendment terms, see **Schedule A, Section 5.2. A & B.** above
 - 1) Any request must be supported by the published Essendant and/or Contractor List prices.
 - 2) 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.

- C. In the event of Force Majeure as described in Terms and Conditions Section 47, pricing changes may be considered, with the provision of acceptable substantiation, prior to expiration of the firm dates.
- D. In the event of unforeseen tariff changes on products resulting in price increases or decreases, the State and the Contractor may address and negotiate changes in pricing for those items independent of pricing terms defined in Section 5.1.
- E. Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response.
- 1) If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties.
 - 2) If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by agreement between the Contract Administrator and the Contractor Representative.
- F. 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.
- 1) Any changes to pricing must be implemented through an issuance of a Contract Change Notice by DTMB Central Procurement Services (which will be executed by the Parties as soon as practicable).
 - 2) All Contract Change Notices will include a new item listing (for all categories: paper, toner, general office supplies) which will replace all prior versions of the item listing.
 - 3) The Change Notices will clearly describe which price categories have not changed and which categories have been modified.
- G. New pricing shall not apply to products ordered prior to the exercised Change Notice and the mutually accepted execution date even if they had not yet been shipped, received or billed.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

5.4. Quick Payment Terms

The Bidder is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Bidder's financial institution.	
	No quick payment discount will be offered.

	The Bidder will offer a quick payment discount of _____% off an invoice if paid within 15 Days from the State's receipt of the invoice or delivery of the Deliverable(s), whichever is later.
--	---

5.5. Pricing Audit

- A. **List Pricing.** The Contract Administrator may request from the Contractor on a quarterly basis list pricing as published by the wholesalers or by the Contractor for the Contractor's catalog of products. The initial list price data will be expected to be provided at contract execution and then again at contract "go live" on June 1, 2024.
- B. **Non-Core Balance of Contract Pricing.** Those items considered to be Non-Core Balance of Contract are priced at time of purchase and are not subject to audit other than verification that price presented at time of order and as confirmed, and/or contained on the packing slip, is the price being charged on the applicable invoice.

Bidder must indicate 1). the typical frequency of list price changes and 2). indicate how long their company is willing to hold their own branded item's list prices in the space below.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

- C. **Incorrect Pricing/ Correction and Refund.** This Contract may be audited quarterly, at the State's discretion, via electronic invoicing documentation provided to the State by the Contractor. If audit findings show that incorrect prices were invoiced, the State will contact the Contractor to remedy the situation and issue refunds.
- 1) Pricing will be corrected within 24 hours
 - 2) Refunds will be issued to the State within 30 days.
- D. **Retention of Records.** See **Standard Terms and Conditions, Section 38.**
- E. The State expects Contractor to conduct audits continuously throughout the term of this Contract, or on a quarterly basis, during the months of July, October, January, and April to assure accurate pricing.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

Responding to 5.5. Pricing Audit, the Bidder will check only 1 box below, and identify exception(s)			
<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.		
<input type="checkbox"/>	<table border="1"> <tr> <td>I have reviewed the above requirement and have noted all exception(s) in column to the right.</td> <td>List all exception(s)</td> </tr> </table>	I have reviewed the above requirement and have noted all exception(s) in column to the right.	List all exception(s)
I have reviewed the above requirement and have noted all exception(s) in column to the right.	List all exception(s)		

5.6. Core Lists Review

On an annual basis the “Hot List” may be reviewed and may be updated. “Hot List” pricing shall be the best pricing available and will always be less than the Core discount off list percentage pricing.

- A. The Contractor will provide a State line-item usage report for all items purchased that year which shall include the item number, product description, count of items purchased, price paid. This report shall be used in determining the next year’s Hot List. Based on State usage, items may be added or removed from the Hot List, and prices negotiated/confirmed which shall be held firm per **Section 5.2.**

Price Term.

- B. The Contractor will provide to the State of Michigan a National consolidated line-item usage report for all items purchased that year including the item number, product description, count of items purchased, price paid. This report shall be used in determining the next year’s Hot and Core List. Based on National Participating Agency usage, items may be added or removed from the hot and core, and prices negotiated/confirmed which shall be held firm per **Section 5.2.**

Price Term.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

6. Ordering

6.1. Method of Procurement

Products must be made available for procurement through the following methods:

- A. **Online Catalog/Ordering System.**

- 1) Contractor's online catalog/ordering system will be available 24 hours a day, 7 days a week, except for scheduled maintenance.
- 2) See **Schedule A, Section 3.3.** for complete information

B. Phone, Fax or E-mail Orders. Phone, fax or e-mail orders can only be places by authorized users.

- 1) The Contractor will maintain multiple U.S. based contract customer support centers and an additional support center for retail and centralized functions.
 - a. All the Contractor's contract call centers will overlap support capabilities and have redundant data and power entry.
 - b. Contractor will reroute calls in the event of a phone outage or other emergency
- 2) If possible the Contractor is asked to offer a toll-free Customer Service/Order number dedicated to State of Michigan and MiDEAL member Accounts
- 3) The Contractor's normal business hours for receiving orders and providing customer service will be Monday through Friday, 8:00 a.m. to 5:00 p.m. (ET).
- 4) The Contractor will assign an order number, if not provided by the State, for invoicing purposes.
- 5) Orders place via phone, fax or e-mail are limited to \$2,500.00 unless written on a SIGMA generated DO.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

C. Retail Network

The State prefers the Contractor have a nationwide retail network.

- 1) Purchases can be made at any of the Contractor's retail locations and receive contract pricing at the register.
- 2) Contractor will provide authorized users with a convenience card or registered procurement card that ties customers to their contract pricing and the State's tax-exempt status.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

Bidder must describe, in the box provided below, the parameters around which retail purchases may be made, and how State Employees will be identified in order for the State to receive the contract price.

D. Employee Purchases

The Contractor will allow State employees to purchase from this Contract utilizing State pricing. The Contractor will supply Deliverable(s) to State employees on a direct and individual basis. Purchases may be made in the following manner:

- 1) State employees may order from the Contractor's website.
- 2) State employees may make purchases at any one of the retail outlets.

Bidder must describe, in the box provided below, the parameters around which State Employee purchases may be made, and how State Employees will be identified to receive the contract prices.

6.2 Order Fulfillment

- A. **Fill Rate.** The Contractor must maintain a monthly statewide average Fill Rate of 98%, or as negotiated. If the fill rate falls below 98% for three consecutive months and the Contractor fails to provide an explanation for the reduction which is satisfactory to the State, the State may collect a Service Level credit or with contract cancellation with a 30-day written notice to the Contractor (see **Schedule A, Section 13. Service Level Agreements (SLA's)**)

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

Bidder must document in the space below their average fill rates on previous contract with the State and/or with all other governmental contracts

Bidder , please indicate in the box below if your company can provide a fill rate report to the Contract Administrator

B. Backorders. Customers will be notified at time of order placement of shipment delays, partial shipments and back orders.

- 1) If the Contractor is temporarily out of stock on an item, the Contractor will first notify the end user in one of the following ways:
 - a. Contractor's Internet ordering system provides in-stock/backorder status.
 - b. Customers phoning in orders will be notified of a backorder at the time of order placement.
 - c. A backordered item will be annotated on a FaxBack or e-mail order confirmation, and
 - d. Annotated on the packing list that the end-user receives with the order. The packing list will automatically provide a systemically generated due date (this due date is based on average Contractor lead-time).
- 2) The Contractor will then work to fill the backorder.
 - a. If the Contractor's system is unable to fill a line, the Contractor's local purchasing group will source the backordered item.
 - b. The order is then placed to ship from the nearest, quickest source. In the event the back order cannot be satisfied within 10 days, or the time required by the customer, the order may be cancelled by the State.
- 3) Backordered items will not be billed for until the item has been delivered.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

Bidder must document in the space below what the average back order rate is with the State and/or with all other governmental contracts

C. Discontinued/ Unavailable Items. If an item is discontinued, or has an unusual lead-time:

- 1) The customer will be notified of this at the time of the order, or if the order is faxed, the Customer will be called the same day and given a choice of canceling the order/item or selecting an alternate.
- 2) If the item is a "Hot List" item, The Customer Service Representative or Contractor Representative will notify the Contractor Representative within

24 hours that the item has been discontinued and provide replacement alternatives for consideration.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

D. Product Substitution. Product substitution is **not allowable unless written approval is received from the requesting agency.**

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

E. Special Orders. Customers may seek to purchase items that are not normally stocked.

- 1) Special order items are not identified in **Schedule B.1 or B.2. Pricing Worksheets** nor listed in the Contractor's Catalog.
- 2) These items may be quoted to meet the purchaser's request.
- 3) If the quotation meets the approval of the purchaser, special order items can be placed via phone, e-mail or fax to customer service and must include a SIGMA generated Delivery Order number.

Bidder, please indicate how long it will take to process, and what the typical range of lead time it takes to ship Special orders in the box below:

Bidder, please indicate how Special Orders are typically priced. What type of discount off list to you offer?

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

6.3 Minimum Orders

No Minimum Order is requested for delivery.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

If Bidder wishes to implement a minimum order requirement or has minimum order suggestions, please indicate the minimum order amount and describe how it will that impact the pricing for products? More than one minimum order option may be proposed.

6.4. Authorizing Document

The appropriate authorizing document for the Contract will be:

- A. An order placed through the on-line purchasing portal which has gone through the State Agency's established approval process, if applicable and requested by the Agency.
- B. An order placed via, e-mail, phone, fax which must be placed by an authorized user set up in the system utilizing a SIGMA generated DO.
- C. An order placed by an authorized user at a retail locations who is set up in the system to make retail purchases in accordance with the processes and procedures which allow the purchase to be attributable to this contract.
- D. All orders placed utilizing any of these methods will be bound by the terms and conditions of this contract.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

6.5. Order Verification

- A. Only authorized individuals may make purchases under this contract. The Contractor will need to verify that all orders placed via phone, fax or e-mail have been placed by user that have been established and registered as a user in the on-line purchasing platform.
- B. Orders placed by unauthorized individuals are not to be fulfilled. The Contractor will notify the party making the order request to contact their Primary Office Supply Contact to become an authorized purchaser.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
In the space below, Bidder must describe how they intend to comply with the above requirement(s):	

6.6. Order Approvals

Each online purchase must undergo an internal approval process, established by the specific agency for that user's purchasers. That approval process/path/levels may look different for each user dependent upon the Agency, the department or even the office.

- A. The Contractor must work with each Agency to establish their approval process.
- B. The State will work provide the Contractor all necessary information to establish approval processes/paths/levels.

Bidder, in the box below, please indicate how many levels of approvals may be established. Minimum and Maximum.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

7. Delivery

7.1. Time Frames

All Contract Activities must be delivered as follows:

- A. Contractor will use commercially reasonable efforts to ship stocked products, ordered before 4:00 p.m. local time, for delivery the next business day to the

Lower Peninsula after acceptance of an order, except for backordered or special-order products.

- B. Contractor will use commercially reasonable efforts to ship stocked products, ordered before 4:00 p.m. local time, for delivery within two (2) business days to the Upper Peninsula after acceptance of an order, except for backordered or special-order products.
- C. If a product is backordered, or shipment is delayed for any reason:
 - 1) The purchaser will be notified during the ordering process or immediately after the order is place via e-mail of such delay and provided with the anticipated ship date, and Contractor will use commercially reasonable efforts to deliver the delayed product as promptly as commercially practicable.
 - 2) Contractor will treat any such delayed order as active unless the purchaser contacts the Contractor and provides other instructions to cancel the order.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

7.2. Delivery

- A. All deliveries will be made to the location indicated in the order and will be made during the location's standard business hours, typically between 8 am and 5 pm, although the Contractor will be required to verify delivery time requirements per location.
- B. All deliveries must be accepted/signed for. No deliveries will be made or "dropped" outside of any location in the anticipation that an employee may receive it when they arrive or see it.
- C. Standard Delivery. Unless specified otherwise below, delivery is governed by Section 18, Delivery, in Standard Terms and Conditions. Prices are F.O.B. Destination, "within Government Premises with transportation charges prepaid by the Contractor on all orders.
 - 1) Building/Loading dock. Delivery to a main loading dock, primarily for palletized and large bulk orders.
 - 2) Desktop. Delivery to specific addresses, floors and locations on those floors.
 - 3) Secured Facilities. Some deliveries will be made to Department of Correction facilities and drivers entering those facilities will have to have LEIN clearance prior to admittance. The clearance applications will be made available upon request. (**See Schedule A Exhibits 1A, 1B and 2**)

- 4) Some State employees work from home offices around the State. Orders from these employees may be delivered to their home office (unless otherwise specified).
- D. Additional freight charges may apply for special delivery, non-standard delivery, rush delivery, or special or custom order products which will be disclosed at the time of the quote and/or the placement of the order by the purchaser.

Bidder must explain in detail its delivery programs (e.g., standard delivery and quick ship), including any limitations such as quantity in the box below:

--

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 in the box below:

--

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

7.3. Packaging and Palletization

A. Packaging.

- 1) Packaging must be optimized to permit the lowest freight rate costs incurred by the Contractor.
- 2) The State prefers packaging materials that:
 - a. Are made from recycled content that meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard);
 - b. Are “right sized” to sufficiently transport and protect items while eliminating unnecessary waste of resources.
 - c. Minimize or eliminate the use of polystyrene and other difficult to recycle materials.
 - d. Minimize or eliminate the use of packaging and containers or, in the alternative, minimize or eliminate the use of non-recyclable packaging and containers.
 - e. Provide for a return program where packaging can be returned to a specific location for recycling; and

f. contain materials that are easily recyclable in Michigan.

B. Palletization. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets.

Bidder must describe, in the box provided below, what they can and/or have been doing to provide ecologically minded packaging solutions.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

8. Acceptance

8.1. Acceptance, Inspection and Testing

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

A. Initial Inspection

- 1) If at the time of delivery, damage is visually noted, the delivery will be rejected, and the product returned with the driver.
- 2) Within 8 business hours of delivery, the State will initially inspect to confirm that product has been delivered as ordered and that there are no signs of damage.
 - a. If this inspection reveals incorrect product or damage, the State will notify the Contractor of deficiencies immediately.
- 3) If the order passes the initial inspection, it will be conditionally accepted dependent on continued inspection as they are consumed by the business areas.

B. Continued Inspection. After the order has been conditionally accepted and the products are placed into stock, as each box is opened for use it will be inspected as to usability by the business area.

- 1) If at any time once in stock, until the products use, it is determined that a deficiency has been discovered the State will notify the Contractor within twenty-four hours to discuss the nature of the deficiency and work with the Contractor to either correct the deficiency by providing replacement stock or credit the State.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

8.2. Damaged Goods, Defective Merchandise, Damaged Freight, Error in Shipment, Defective Items

- 1) The Contractor will pay and arrange for all shipping and handling charges for items returned because of freight damage, error in shipment or defective items.
- 2) Agencies will be credited the full amount of all items returned.
- 3) All credits will be made to the account codes used to purchase the returned items.
- 4) If the order had multiple account codes, the agency will instruct the Contractor as to which code or codes the credit will be assigned.
- 5) The Contractor will issue credit within seven (7) calendar days once item has been returned to Contractor's in-state distribution warehouse.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

8.3. Return Process.

<p>Bidder must explain their Return Process in the box below. Be sure to include any information about how returns will be returned, timeframes, how quickly credits are processed and when the State can expect the credit, and any additional information or return restrictions.</p>

8.4. Credit and Return Policy.

Products may, if unused, be returned to Contractor for any reason, other than as stated in **Section 8.2.A.**, in accordance with the following policy:

- A. The product must be returned to the Contractor with its complete and original packaging intact (original UPC code, packaging materials, instructions, manuals, etc.).
- B. General office supplies must be returned within xx days of receiving the product.
- C. Software, if purchase is allowed, may only be exchanged or returned unopened, within xx days of receiving the product
- D. Special Order items must be returned within xx days of receiving the product.

- E. Custom products are not returnable unless damaged or defective within xx days
- F. Account will be credited when returned merchandise is received back into inventory.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

Bidder, please indicate what the return window is for General Office Supplies?
Bidder, please indicate what the return window is for Software?
Bidder, please indicate what the return window is for Special Order Products?

9. Invoice and Payment

9.1. Invoice Requirements

- A. All invoices submitted to the State must be submitted with a summary sheet for the invoices included during any given frequency period.
- B. At least two Agencies within the State will require consolidated or alternate invoicing. The Contractor must be willing to work with those Agency to meet their needs.
- C. Frequency: Invoices may be required to be sent biweekly or monthly depending on the State Agency's requirements.
- D. Invoices will include:
 - 1) Date;
 - 2) Master Agreement Number
 - 3) Delivery Order Number (if any- dependent on type of order) or Contractor Assigned Order Number
 - 4) Ship To and Bill To Addresses
 - 5) Name of Authorized Purchaser
 - 6) Quantity;
 - 7) Description of the Contract Activities;
 - 8) Unit price;
 - 9) Shipping cost (only allowable as a line item on Special Order quoted products); and

10) Total price.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

9.2. Payment Methods

The State will make payment for Contract Activities via EFT and Procurement Card (PCard).

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

Bidder, please explain your process for allowing the PCard payment method via the online purchasing platform. Please submit documentation that shows the steps for completing this process.

Bidder, please explain their process for accepting the PCard payment at retail locations to ensure that purchases are linked to this contract. Please submit documentation that shows the steps for completing this process.

Bidder, please indicate instances when payment with a P-Card is not acceptable.

9.3. Payment Term

- A. For the State of Michigan and all MiDeal members, all undisputed invoice amounts are payable within 45 days of receipt.
- B. For Participating Agencies all undisputed invoice amounts are payable within 30 days of receipt or as negotiated

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

10. Project Plan- Transition-In

- A. This Contract and the Contract pricing will be effective on the Contract Effective Date which is anticipated to be January 31, 2023.
- B. The first five months of the contract will be devoted to transitioning into this contract. This may be necessary for the State and/or for any Participating Agencies to establish accounts. The “Go Live” date, which is the day that the State and Participating Agencies will begin making purchases under this contract, and the date on which the on-line purchasing platform will “go live” which is anticipated as being no later than June 1, 2024.
- C. The State reserves the right to “Go Live” and begin using this contract prior to June 1, 2024, based upon the Contractor meeting its transition responsibilities which will be outlined in the final project plan.
- D. Those participating agencies currently utilizing the NPP Office Supply Contract may transition into utilizing this Master Agreement at any time after the Effective Contract Date and once the Intergovernmental Cooperative Purchasing Agreement has been signed and filed with NPP, as allowed by their laws, statutes or procurement procedures, and as agreed upon with the Contractor.
 - 1) Participating agencies will establish their own transition timelines and tasks.
 - 2) Contractor will provide sufficient management to guarantee implementation is completed quickly and according the Participating Agency’s exact requirements.
- E. Any new participating agencies may utilize this Master Agreement at any time after the Contract Effective Date and once the Participating Agency Endorsement and Authorization has been signed and filed with NPP, as allowed by their laws, statutes or procurement procedures, and as agreed upon with the Contractor.
 - 1) Participating agencies will establish their own transition timelines and tasks.
 - 2) Contractor will provide sufficient management to guarantee implementation is completed quickly and according the Participating Agency’s exact requirements.
- F. The state may require a full-scale contract introduction campaign designed to educate users about the new contract and the Contractors’ online purchasing portal.

Bidder, please indicate what the overall duration the State can reasonably expect the Transition-In to take?

☐ 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):

G. Preliminary Project Plan.

As part of their solicitation response, bidders are required to submit a Preliminary Project Plan.

- 1) The Preliminary Project Plans must be attached in the solicitation response as a separate document.
- 2) The plan may be in narrative, however, the State prefers the timeline to be in a Gantt chart format. The chart tasks to be described and elaborated upon in narrative.
- 3) The Preliminary Project plan must outline and provide the follow in Transition-In information:
 - b. Provide an overall timeline and a timeline for each task and any subtasks.
 - c. Tasks which need to be accomplished prior to “Go Live” including but not limited to:
 1. Account set up,
 2. Setting up the web-based catalog/ purchasing platform
 3. Training users
 4. Creating collateral for publication/ information
 5. Attend Meetings and showcases as necessary
 6. Rolling “Go Live” if desired and necessary
 - d. Timeline for each task or subtask
 - e. Who is responsible for accomplishing the task
 - f. What tasks are assigned to the Contractor and which tasks are assigned to the State.

H. Final Project Plan: Upon Contract Award A final project plan must be submitted for final approval within 15-calendar days of the Effective Date. The plan must include:

- 1) The Contractor's final organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals and subsequent alignment as negotiated.

- 2) The final Project Plan building off the preliminary plan submitted with the Bidder's solicitation response and any subsequent conversations and negotiations.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

11. Liquidated Damages

Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.

- A. The State is entitled to collect \$1,000 per individual per day, for up to 30 days for the removal of any Key Personnel without prior approval of the State.
- B. The State is entitled to collect \$1,000 per individual per day for up to 30 days for an unapproved subcontractor replacement.

Notwithstanding the foregoing, reassignment or removal of Key Personnel for reasons beyond the Contractor's control, including but not limited to illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause will not be deemed "unauthorized Removal of Key Personnel" and will not entitle the State to assess liquidated damages.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

12. Additional Requirements

12.1 Recycled Content and Recyclability

- C. **Deliverables in General.** Without compromising performance or quality, the State prefers Deliverable(s) containing higher percentages of recycled materials.
- D. **Paper.** To the extent available, a portion of the paper products purchased by the State must contain recycled paper if the cost of such paper products does not exceed by 10 percent the cost of non-recycled paper products.
 - 1) The statutory goals are that 50% of the paper purchased must contain 50% recycled fibers. (See MCL 18.1261b).
 - 2) During the contract, the contractor will research and offer recycled paper products as possible replacement options to assist in reaching these goals.

- 3) DTMB requires that some paper be provided as “virgin” to process through the printers properly.

Bidder must describe, in the box provided below, what they can do to help the State meet these requirements and drive purchases to recycled content products.

E. “Green” Solutions

Bidder please describe, in the box provided below, any other recycling solutions or “green” programs you may be able to offer. If none, enter N/A.

12.2 Environmental and Energy Efficiency Product Standards

Many Participating Agencies require that the Contractor provide products that meet industry accepted environmental or energy efficiency standards. Contractor must describe how products that meet these requirements are identified or otherwise labelled in the on-line

In the space below, the Bidder must describe how products that meet these requirements are identified or otherwise labelled in the on-line purchasing platform.

<input type="checkbox"/>	I confirm the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.

12.3. 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.

<input type="checkbox"/>	I confirm the above requirement and agree with no exception.
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12.4. 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.

<input type="checkbox"/>	I confirm the above requirement and agree with no exception.
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12.5 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.

<input type="checkbox"/>	I confirm the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.

In the space below, the Bidder must describe how products that contain these chemicals are identified or otherwise labelled in the on-line purchasing platform.

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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.

<input type="checkbox"/>	I confirm the above requirement and agree with no exception.
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13. Service-Level Agreements (SLAs)

(Bidders Please Note: Legislation and policy requires that certain multi-year contracts include both Liquidated Damages and Service-Level Agreements. These requirements cannot be deleted for any awarded contract).

- A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.
- B. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.
- C. **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.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Online Product Catalog and Purchasing Platform Up-Times	
Definition and Purpose	The State's on-line catalog/ ordering system is required to be available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract.
Acceptable Standard	<p>A. The Contractor must ensure that the State's on-line catalog/ ordering system is available 24 hours a day, 7 days a week, except for scheduled maintenance.</p> <p>B. Extenuating circumstances must be communicated by the Contractor to the Contract Administrator prior to the scheduled delivery date and time.</p> <p>C. The Contractor will provide to the State an up-time report on a quarterly basis (or a basis as negotiated)</p> <p>The acceptable standard is 100% compliance.</p>
Credit Due for Failing to Meet the Service Level Agreements	<p>If the actual Availability of the Online Product Catalog and Purchasing platform (Hosted Service) fails to meet the negotiated and agreed upon minimum uptime standard with possible +or- variations, then the Contractor will provide to the State the following credits:</p> <ol style="list-style-type: none"> 1. Failure to meet the agreed upon uptime for three consecutive months in a contract year, the Contractor will owe the State a credit of \$1000.00. 2. Subsequent failures within that contract year, the Contractor will owe the State a credit of \$2000.00 for each additional month period. <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

SLA Metric 2. Order Fill Rate	
Definition and Purpose	Orders placed by the State must be filled and delivered accurately and completely.

SLA Metric 2. Order Fill Rate	
Acceptable Standard	<p>A. The Contractor must maintain a monthly statewide average Fill Rate of 98% (or as negotiated)..</p> <p>B. Extenuating circumstances must be communicated by the Contractor to the Contract Administrator prior to the scheduled delivery date and time.</p> <p>C. The Contractor will provide to the State an Order Fill Rate report on a monthly basis (or a basis as negotiated)</p> <p>The acceptable standard is 100% compliance.</p>
Credit Due for Failing to Meet the Service Level Agreements	<p>If the fill rate falls below 98% or as negotiated for three consecutive months, and the Contractor fails to provide an explanation for the reduction which is satisfactory to the State, the state may seek the following credits</p> <ol style="list-style-type: none"> 1. Failure to meet the order fill rate for three consecutive months within a contract year, the Contractor will owe the State a credit of \$1000.00. 2. Subsequent failures within that contract year, the Contractor will owe the State a credit of \$1000.00 for each month the Order Fill rate fails to meet the average fill rate. <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p> <ol style="list-style-type: none"> 3. Continued failure could result in cancellation of the contractor with a 30-day written notice to the Contractor.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	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. 240000000014 Office Supplies and Office Related Products

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using **Schedule B- Pricing Worksheet**. 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. 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.

	We will not be offering Quick Payment Terms.
	We are offering quick payment terms as described in the box below:
Offer:	

3. Instructions for Schedule B- Pricing Worksheet

- A. Bidder will insert the proposed pricing for Core "Hot List" items on sheet B.1 and for Core Discount off List items (by category) on sheet B.2.a. **Failure to complete the pricing schedule as requested may result in disqualification of your proposal.**
- B. Estimated usage is for pricing purposes only. The State of Michigan makes no guarantee of quantities to be ordered.
- C. Price proposals must include all costs associated with this contract, 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).
- D. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.
- E. **B.1. Core Item Pricing Instructions:**
 - 1) Bidders must provide pricing for the products as listed under the Specified Products and Pricing section, except for:
 - a. Contractor branded products.
 - b. If the Contractor doesn't sell the specified manufacturer.
 - 2) Contractor Branded products, meaning products manufactured for and labeled with the Contractor's name which meet or exceed the specified products specifications, must be listed and quoted in the corresponding

Proposed Alternate Products and Pricing section of the sheet with the appropriate information and pricing.

- a. The extended annual pricing for those items must then be copied into the corresponding Item line, Column I, to allow for tabulation of the Estimated Total Contract Value.
 - b. Before any alternates are selected or approved for use, the State may request that samples of the alternate products be submitted for review and testing.
- 3) If the Contractor doesn't sell products manufactured by the specified manufacture as listed in the Specified Products and Pricing section, then the Contractor may quote alternate products, but they must meet or exceed the specified products specification.
- a. The Contractor must list and quote in the corresponding Proposed Alternate Products and Pricing section of the sheet, the appropriate information and pricing.
 - b. The extended annual pricing for those items must then be copied into the corresponding Item line, Column I, and the field highlighted in a light color.
 - c. Highlighting the field will alert the State that your company doesn't sell this manufacturer/brand, (differentiating it from Contractor Branded products) and copying it to Column I allows for tabulation of the Estimated Total Contract Value.
 - d. Before any alternates are selected or approved for use, the State may request that samples of the alternate products be submitted for review and testing.
- 4) If the bidder does sell the manufacturer/brand specified but wishes to offer alternate products, either for a better price or better quality, they are encouraged to do so, but those products and prices must be entered in the Proposed Alternate Products and Pricing Section. *Do not copy these prices to the Specified Products and Pricing Section.*
- a. Before any alternates are selected or approved for use, the State may request that samples of the alternate products be submitted for review and testing.

F. B.2.a. Core Discount of List Pricing Instructions:

- 1) In the highlighted spaces under Category Discount, provide the discount off Manufacturer's List price your company is offering.
- 2) For furniture discounts, we recognize that different discounts may be offered/available dependent on the manufacturer. Please identify the appropriate manufacturer per discount, or if the manufacturer is irrelevant, please list the discount off that category on a single line.

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 January 1, 2023 (“**Effective Date**”), and unless terminated, will expire on May 31, 2027 (the “**Term**”).

This Contract may be renewed for up to three (3) additional one-year option 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.

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

If to State:	If to Contractor:
See Contract Administrator information shown below.	[Name] [Street Address] [City, State, Zip] [Email] [Phone]

3. **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:
Valerie Hiltz DTMB Central Procurement Services 320 S. Walnut Street, 2 nd Flr North Lansing, MI 48933 hiltzv@michigan.gov 517-249-0459	[Name] [Street Address] [City, State, Zip] [Email] [Phone]

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

State:	Contractor:
Varies by Agency To be Provided to the Contractor	[Name] [Street Address] [City, State, Zip] [Email] [Phone]

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** See Schedule C
7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental

subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

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

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

8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

Upon written agreement between the State and Contractor, this contract may also be extended to State of Michigan employees.

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

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

9. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.
10. **Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in 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.
11. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all

payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

12. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
13. **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.
14. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
15. **Change of Control.** Contractor will notify 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.
16. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.

- 17. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in 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.

- 18. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in a Statement of Work. All containers and packaging become the State's exclusive property upon acceptance.
- 19. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
- 20. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in 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.
- 21. 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.

- 22. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure

to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

23. Stop Work Order. The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

24. Termination for Cause. (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 Contractor 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.

25. 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.

- 26. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **90** calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) 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.
- 27. 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.
- 28. 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.

29. **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.
30. **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.
31. **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.

32. **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.
33. **Reserved.**
34. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.
 - a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
 - b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At

the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. **Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

35. **Reserved.**

36. **Payment Card Industry Data Security Standard.**

- a. **Undertaking by Contractor.** Contractors that process, transmit, store or affect the security of credit/debit cardholder data, must adhere to the Payment Card Industry Data Security Standard (PCI DSS). The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.
- b. **Cooperation to Notify of Breach.** The Contractor must notify the State's Contract Administrator, within 48 hours of discovery, of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the card associations (e.g., Visa, MasterCard,

Discover, and American Express) and state acquirer representative(s), or a PCI approved third party, to conduct a thorough security review. The review must validate compliance with the PCI Data Security Standard for protecting cardholder data. The Contractor must provide, at the request of the State, the results of such third-party security review. At the State's sole discretion, the State may perform its own security review, either by itself or through a PCI approved third party.

- c. **Responsibilities for Costs Incurred.** The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with a card association, PCI approved third party, or State initiated security review. Without limiting Contractor's obligations of indemnification as further described in this Contract, Contractor must indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the breach.
- d. **Disposing of Cardholder Data.** The Contractor must dispose of cardholder data when it is no longer needed in compliance with the PCI security standard. The Contractor must continue to treat cardholder data as confidential upon contract termination.
- e. **Audit by Contractor.** The Contractor must provide the State's Contract Administrator with an annual Service Provider Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.

37. Reserved.

- 38. **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.

- 39. 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.
- 40. 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.
- 41. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 42. Prevailing Wage.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract.
- 43. Reserved.**
- 44. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (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.

- 45. 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.
- 46. 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.
- 47. 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.
- 48. 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.
- 49. 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.
- 50. 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.

- 51. 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
[NOTE: List additional schedules and/or Exhibits to be included once the contract is finalized.]	

- 52. 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.
- 53. 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.
- 54. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 55. 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.
- 56. 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.