

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

May 7, 2001

NOTICE
 OF
 CONTRACT NO. 071B1001469
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Hills Temporary Employment Services 7775 Minnock Street Detroit, MI 48228	TELEPHONE: Oswaldo Laracvente (313) 336-3095
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-7368 Corinne Sackrider
Contract Administrator: Daniel Shuler Layettes/Car Seats – Family Independence Agency	
CONTRACT PERIOD: 5 Years From: April 30, 2001 To: April 29, 2006	
TERMS Net 30 Days	SHIPMENT 14 Days ARO
F.O.B. Delivered (unless overnight shipment)	SHIPPED FROM Detroit, MI
MINIMUM DELIVERY REQUIREMENTS N/A	

The terms and conditions of this Contract are those of **ITB #071I1000284**, this Contract Agreement and the vendor's quote dated **March 28, 2001**. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

This Contract is extended to local units of government.

Estimated Contract Value: \$146,881.50

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MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract are those of ITB #071I1000284, this Contract Agreement and the vendor's quote dated March 28, 2001. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>This Contract <u>is</u> extended to local units of government.</p> <p>Estimated Contract Value: \$146,881.50</p>		

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the **ITB No. 071I1000284**. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to the Office of Purchasing. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:	FOR THE STATE:
_____ Firm Name	_____ Signature Corinne Sackrider, Buyer Specialist
_____ Authorized Agent Signature	_____ Name Customer Services Division
_____ Authorized Agent (Print or Type)	_____ Title
_____ Date	_____ Date

GENERAL

This is a Contract for the commodities or services specified thereunder to be furnished during the period as noted. Exact quantities to be purchased are unknown except the Contractor will be required to furnish all such materials as may be ordered during the Contract period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by the Family Independence Agency on the [Direct Purchase Order Release Form](#) and by the Office of Purchasing on the [Direct Purchase Order Form](#).

The "ship to" address for the recipients of this Contracts will be given to the Contractor when products are ordered. However, if the Contractor and the State agree, additional State agencies may participate should the need develop.

ORDER OF PRECEDENCE

This Contract will consist of published addenda modifying the ITB, the contents of the ITB, and the Contractor's response to the ITB requirements. In case of disagreement, the ITB as modified by the published addenda will rule. The State of Michigan shall not be bound by any part(s) of any bidder's response to the ITB, which contains information, options, conditions, terms, or prices not requested nor required in the ITB.

NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of this [Contract](#) shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

REVISIONS

This [Contract](#) may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

SEVERABILITY

Each provision of this [Contract](#) shall be deemed to be severable from all other provisions of this [Contract](#) and, if one or more of the provisions of this [Contract](#) shall be declared invalid, the remaining provisions of this [Contract](#) shall remain in full force and effect.

GOVERNING LAW

This [Contract](#) shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the bidder prior to signing of this [Contract](#). The State fiscal year is October 1st through September 30th. Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of this [Contract](#).

CONTRACT TERM

The term of this **Contract** will be for a five (5) year period and will commence with the issuance of this **Contract**. This will be approximately **April 30, 2001** through April 29, 2006.

By mutual agreement of the parties, Contract may be extended for up to two (2) one-year periods. Contractor performance, quality of products, Contractor's ability to negotiate discounted pricing for the State of Michigan and the State's requirements shall be used as a basis for any decision by the Office of Purchasing to extend the Contract into each of the two (2) one-year extensions. At the sole option of the State, the Contract may be extended for an additional sixty (60) days following the expiration of the original Contract or following any one-year extension of the Contract. This sixty (60) day extension shall be at the same terms and conditions which immediately preceded the extension, whether the original Contract or a one-year extension.

ISSUING OFFICE

This Contract is issued by the Office of Purchasing, State of Michigan, Department of Management and Budget, hereinafter known as the Office of Purchasing, for the Family Independence Agency. Where actions are a combination of those of the Office of Purchasing and the Family Independence Agency, the authority will be known as the State.

The Office of Purchasing is the sole point of contact in the State with regard to all procurement and Contractual matters relating to the commodities and/or services described herein. The Office of Purchasing is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of this **Contract**. The Office of Purchasing will remain the **SOLE POINT OF CONTACT** throughout the procurement process until such time as the Director of Purchasing shall direct otherwise in writing (see paragraph below). All communications covering this procurement must be addressed to:

Department of Management and Budget
Office of Purchasing
Attn: *Corinne Sackrider*
2nd Floor, Mason Building
P. O. Box 30026
Lansing, Michigan 48909

CONTRACT ADMINISTRATOR

Upon receipt at the Office of Purchasing of the properly executed **Contract** Agreement(s), it is anticipated that the Director of Purchasing will direct the Family Independence Agency be authorized to administer this **Contract** on a day-to-day basis during the term of this **Contract**. However, administration of this **Contract** resulting implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such **Contract**. That authority is retained by the Office of Purchasing. The Contract Administrator for this project is:

Dan Shuler
Family Independence Agency
235 S. Grand Avenue, Ste. 1205
P.O. Box 30037
Lansing, MI 48909
Tel No.# (517) 335-6300

PRIME CONTRACTOR RESPONSIBILITIES

The prime Contractor will be required to assume responsibility for all Contractual activities offered in this Contract, whether or not that Contractor performs them. Further, the State will consider the prime Contractor to be the sole point of contact with regard to Contractual matters, including payment of any and all charges resulting from the anticipated [Contract](#). If any part of the work is to be subcontracted, responses to this Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the primary Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of this [Contract](#). Any change in subcontractors must be approved by the State, in writing, prior to such change.

NEWS RELEASES

News releases pertaining to this Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with this Contract are to be released without prior written approval of the State and then only to persons designated.

SPECIFICATIONS

Definite Specifications - All commodities and services to be furnished thereunder shall conform to the specifications as noted in the copies of specifications attached.

QUALITY ASSURANCE

The State reserves the right to periodically test products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.

PRICE

Prices quoted are the maximum for a period of 365 days from date [Contract](#) becomes effective.

Prices may be subject to revision at the end of each 365 day period if there are changes in the general industry. Revisions may be either increases or decreases and may be requested by either party. Evidence of general industry changes, such as revised printed price lists or notices, and evidence that the change actually affected the Contractor's costs for materials must accompany the request. The prices quoted shall be firm for 365 days. Requests for price changes shall be received in writing at least thirty (30) days prior to their effective date and are subject to written acceptance before becoming effective. If proposed prices are not acceptable to either party, the [Contract](#) may be cancelled. The Contractor remains responsible for performing according to the [Contract](#) terms at the [Contract](#) price for all orders received before price revisions are approved or before the [Contract](#) is cancelled.

The postmark date on the **Contract** Release will determine prices to be charged on orders (requesting a single shipment to be delivered prior to the effective date of the price revision) which may already be in transit to the Contractor prior to the new price implementation date. Orders issued by agencies requesting multiple deliveries, over a specified period of time, which may overlap two price periods, shall reflect the current price at the time of delivery.

MINIMUM ORDER

The minimum order is **one (1) layette or car seat**.

FREIGHT CHARGES

Prices quoted are "F.O.B. Delivered" with transportation charges prepaid on all normal orders. If there is an order for overnight delivery, a charge of \$50.00 will be added on to the price of the product(s).

DELIVERY

All orders shall be delivered within fourteen (14) calendar days after receipt of order.

TAXES

The State of Michigan is exempt from Federal Excise Tax, State or Local Sales Tax. Contract prices shall not include such taxes. Exemption Certificates for Federal Excise Tax will be furnished upon request.

ASSIGNMENT

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the State Purchasing Director.

DELEGATION

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid unless the State Purchasing Director has given written consent to the delegation.

PACKAGING

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

DISCLOSURE

All information in this Contract resulting is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

ADDITIONAL PRODUCTS

The State reserves the right to add an item(s) that is not described on the item listing and is available from the [Contract](#) vendor. The item(s) may be included on the [Contract](#), only if prior written approval has been granted by the Office of Purchasing.

INDEMNIFICATION

1. General Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

(a) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.

(b) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;

(c) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;

(d) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;

(e) any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

2. Patent/Copyright Infringement Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the 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.

3. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, its departments, boards, agencies, commissions, officers, employees, and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

4. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the [Contract \(Direct Purchase Order\)](#), whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' compensation laws of any other State the Contractor shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than \$300,000 each occurrence and, when applicable \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- (5) Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the [Contract \(Direct Purchase Order\)](#).

BEFORE STARTING WORK THE CONTRACTOR MUST FURNISH TO THE OFFICE OF PURCHASING, CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE [CONTRACT OR DIRECT PURCHASE ORDER NO.](#) MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.

These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days prior written notice bearing the [Contract No.](#) or [Direct Purchase Order No.](#) has been given to the Director of Purchasing.

NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the

breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

ACCOUNTING RECORDS

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the **Contract** in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Department of Auditor General at any time during the **Contract** period and any extension thereof, and for three years from expiration date and final payment on the **Contract** or extension thereof.

CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of Contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

CONTRACT DISTRIBUTION

The Office of Purchasing shall retain the sole right of **Contract** distribution to all State agencies and local units of government unless other arrangements are authorized by the purchasing office.

USAGE REPORTING - LOCAL UNITS OF GOVERNMENT

Contractor will be required to report the Contract usage by local units of government. Such usage shall be reported quarterly and by item to the buyer in the Office of Purchasing, Department of Management and Budget.

USAGE REPORTING - STATE AGENCIES

Contractor may be required to report Contract usage by the Family Independence Agency. Such usage shall be reported when requested by the buyer in the Office of Purchasing, Department of Management and Budget.

NON-DISCRIMINATION CLAUSE

In the performance of this [Contract](#) or [Direct Purchase Order](#) resulting herefrom, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Contractor further agrees that every subcontract entered into for the performance of this [Contract](#) or [Direct Purchase Order](#) resulting herefrom will contain a provision requiring non-discrimination in employment as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, et seq, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of this [Contract](#) or [Direct Purchase Order](#).

ITEM LISTING/PRICING PAGE

(Please note that items are numbered as they show on the MAIN system for your convenience.)

ITEM NO.	UNIT	NIGP CODE	DESCRIPTION	ITEM PRICE
002	EA	055-13-30	CAR SEAT, BOOSTER, TODDLER, 43-60 LBS. , pivoting shield for easy entry/exit, reversible base for two seating height options, soft fabric . BRAND: COSCO EXPLORER #02-399 BRAND & NO.: _____	<u>\$37.40</u>
003	EA	055-13-30	CAR SEAT, INFANT, 0-22 LBS. , one-piece shell, single buckle, adjustable 3 point harness system, wipe clean padded vinyl , blue haze (BHO). BRAND: COSCO TLC #02-487-BHO BRAND & NO.: _____	<u>\$37.60</u>
004	EA	055-13-30	CAR SEAT/CAR BED, PREMIE, 0-20 LBS. , rotating handle, adjustable 3 point harness system, fabric cover removable for washing. BRAND: COSCO ULTRA DREAM RIDE #02-719 PRF BRAND & NO.: _____	<u>\$63.10</u>
005	EA	055-13-30	CAR SEAT, TODDLER, 20-43 LBS. , one piece shell, reclining 5 point harness retainer, front release buckles, wipe clean padded vinyl , blue haze (BHO) BRAND: COSCO TOURIVA #93-504 BRAND & NO.: _____	<u>\$56.45</u>
006	EA	055-13-30	CAR SEAT, INFANT, 0-22 LBS. , one-piece shell, single buckle, adjustable 3 point harness system, soft fabric . BRAND: COSCO TLC #02-488 BRAND & NO.: _____	<u>\$37.70</u>
007	EA	055-13-30	CAR SEAT, TODDLER, 20-43 LBS. , one-piece shell, reclining 5 point harness retainer, front release buckles, soft fabric . BRAND: COSCO TOURIVA #02-514 BRAND & NO.: _____	<u>\$65.45</u>
008	EA	055-13-30	CAR SEAT, INFANT, 0-22 LBS. , one-piece shell, single buckle, adjustable 3 point harness system, wipe clean padded vinyl , blue haze (BHO), to contain a \$10.00 gift certificate from K-Mart . BRAND: COSCO TLC #02-487-BHO - 01 BRAND & NO.: _____	<u>\$47.60</u>
009	EA	200-19-35	LAYETTE, NEWBORN - UNIT "A1" Includes: (2) receiving blankets, (1) crib blanket, (1) crib sheet, (1) undershirt, (1) sleep & play set, (1) gown, (1) sweater set, (1) rattle, (1) 4-oz baby lotion, (2) 8-oz durable baby bottles w/nipples & cover, plastic/washable, (1) pkg. diaper wipes 8/pkg., (1) towel & face cloth, (1) vinyl diaper bag with carrying strap 15"L x 10.5"W x 10.5"H. Layettes to contain seasonal (summer/winter) items to reflect season when orders are received.	<u>\$48.70</u>

ITEM LISTING/PRICING PAGE 2

ITEM NO.	UNIT	NIGP CODE	DESCRIPTION	ITEM PRICE
010	EA	200-19-35-0105	LAYETTE, NEWBORN - UNIT "A" Includes: (2) receiving blankets, (1) crib blanket, (1) crib sheet, (2) sleep & play sets, (2) gowns, (2) bibs, (1) sweater set, (1) rattle, (1) 4-oz baby lotion, (1) 4-oz baby oil, (1) 4-oz. baby powder, (2) 8-oz durable baby bottles w/nipples & cover, plastic/washable, (1) A & D ointment-1.5 oz, (1) pkg. diaper wipes 8/pkg., (1) towel & face cloth, (1) comb & brush set, (3) onesies (one-piece undershirt that fits over diaper area), (2) burp cloths, (2) pacifiers, (1) vinyl diaper bag with carrying strap 15"L x 10.5"W x 10.5"H. Layettes to contain seasonal (summer/winter) items to reflect season when orders are received.	<u>\$78.85</u>
011	EA	200-19-35-0110	LAYETTE, 0 – 6 MONTHS - UNIT "B" Includes: (1) crib blanket, (1) crib sheet, (2) sleep & play sets, (2) gowns, (2) bibs, (1) sweater set, (1) rattle, (1) 4-oz baby lotion, (1) 4-oz baby oil, (1) 4-oz. baby powder, (2) 8-oz durable baby bottles w/nipples & cover, plastic/washable, (1) A & D ointment-1.5 oz, (1) pkg. diaper wipes 8/pkg., (1) towel & face cloth, (1) comb & brush set, (3) onesies (one-piece undershirt that fits over diaper area), (2) burp cloths, (2) pacifiers, (1) vinyl diaper bag with carrying strap 15"L x 10.5"W x 10.5"H. Layettes to contain seasonal (summer/winter) items to reflect season when orders are received.	<u>\$75.98</u>
012	EA	200-19-35-0115	LAYETTE, 6 – 12 MONTHS - UNIT "C" Includes: (1) crib blanket, (1) crib sheet, (1) sleep & play set, (2) sweat suits, (2) pants & shirts, (2) bibs, (1) rattle, (1) 4-oz baby lotion, (1) 4-oz baby oil, (1) 4-oz. baby powder, (2) 8-oz durable baby bottles w/nipples & cover, plastic/washable, (1) A & D ointment-1.5 oz, (1) pkg. diaper wipes 8/pkg., (1) towel & face cloth, (1) comb & brush set, (3) onesies (one-piece undershirt that fits over diaper area), (2) burp cloths, (2) pacifiers, (1) vinyl diaper bag with carrying strap 15"L x 10.5"W x 10.5"H. Layettes to contain seasonal (summer/winter) items to reflect season when orders are received.	<u>\$84.72</u>
013	EA	962-86	OVERNIGHT TRANSPORTATION CHARGES IF REQUESTED BY AGENCY.	<u>\$50.00</u>
014	EA	200-19-35	LAYETTE, NEWBORN - UNIT "A1" Includes: (2) receiving blankets, (1) crib blanket, (1) crib sheet, (1) undershirt, (1) sleep & play set, (1) gown, (1) sweater set, (1) rattle, (1) 4-oz baby lotion, (2) 8-oz durable baby bottles w/nipples & cover, plastic/washable, (1) pkg. diaper wipes 8/pkg., (1) towel & face cloth, (1) vinyl diaper bag with carrying strap 15"L x 10.5"W x 10.5"H. Layettes to contain seasonal (summer/winter) items to reflect season when orders are received.	<u>\$48.70</u>
015	EA	055-13-30	CAR SEAT, INFANT, 0-22 LBS., one-piece shell, single buckle, adjustable 3 point harness system, wipe clean padded vinyl, blue haze (BHO), to contain a \$10.00 gift certificate from K-Mart. BRAND: COSCO TLC #02-487-BHO - 01	<u>\$47.60</u>

ITEM LISTING/PRICING PAGE 3

The terms and conditions require a minimum order of one (1) layette or (1) car seat.

Person(s) responsible for administering this [Contract](#).

NAME: GREGORY LOVING

NAME: OSVALDO LAVACVENTE

TITLE: PRESIDENT

TITLE: BUSINESS CONSULTANT

PHONE: (313) 3336-3095

PHONE: (313) 3336-3095

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STATE OF MICHIGAN

DEPARTMENT OF MANAGEMENT AND BUDGET

OFFICE OF PURCHASING

CUSTOMER SERVICE DIVISION

LAYETTES/CAR SEATS

MICHIGAN FAMILY INDEPENDENCE AGENCY