

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

June 19, 2008

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B4200343
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Self-Seal Container Corporation Delaware Valley 4th & Coates Streets Bridgeport, PA 19405 selfseal@cs.com	TELEPHONE: Jack McCormick (800) 334-1428 Fax: (610) 275-4430
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Shirley Martin Diagnostic Shipping Containers – DCH	
CONTRACT PERIOD: From: October 1, 2004 To: October 1, 2008	
TERMS ½% 10, Net 30 Days	SHIPMENT 14 Days ARO
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS Per Specifications	
MISCELLANEOUS INFORMATION:	

This Contract is Extended to Local Units of Government.

NATURE OF CHANGE(S):

Please Note the following Changes:

**Effective June 18, 2008, this Contract is hereby EXTENDED for one year.
 The new Contract ending date is September 30, 2009**

AUTHORITY/REASON:

**Per email from vendor (Pat McCormick) dated June 18, 2008 and DMB
 Purchasing Operations.**

TOTAL ESTIMATED CONTRACT VALUE REMAINS. \$1,364,007.00

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

July 17, 2007

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B4200343
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Self-Seal Container Corporation Delaware Valley 4th & Coates Streets Bridgeport, PA 19405	TELEPHONE: Jack McCormick (800) 334-1428 Fax: (610) 275-4430
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Shirley Martin Diagnostic Shipping Containers - DCH	
CONTRACT PERIOD: From: October 1, 2004 To: October 1, 2008	
TERMS ½% 10, Net 30 Days	SHIPMENT 14 Days ARO
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS Per Specifications	
MISCELLANEOUS INFORMATION:	

This Contract is Extended to Local Units of Government.

NATURE OF CHANGE(S):

Effective July 12, 2007 this Contract is hereby EXTENDED for one year. The new Contract ending date is October 1, 2008.

AUTHORITY/REASON:

Per email from vendor (Jack McCormick) dated July 12, 2007 and DMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS. \$1,364,007.00

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

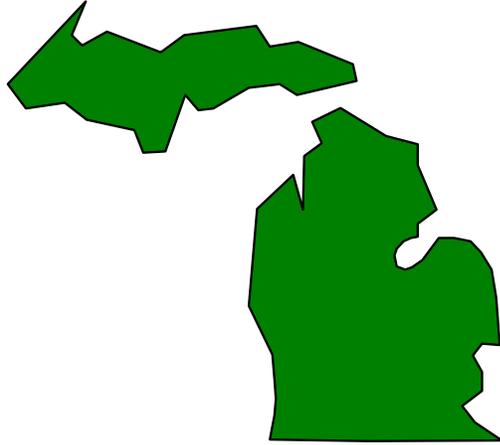
CONTRACT NO. 071B4200343
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Self-Seal Container Corporation Delaware Valley 4th & Coates Streets Bridgeport, PA 19405</p>	TELEPHONE: Jack McCormick (800) 334-1428 Fax: (610) 275-4430 <hr/> VENDOR NUMBER/MAIL CODE <hr/> BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Shirley Martin <p style="text-align: center;">Diagnostic Shipping Containers - DCH</p>	
CONTRACT PERIOD: From: October 1, 2004 To: October 1, 2007	
TERMS <p style="text-align: center;">½% 10, Net 30 Days</p>	SHIPMENT <p style="text-align: center;">14 Days ARO</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">Per Specifications</p>	
MISCELLANEOUS INFORMATION: <p>This Contract is Extended to Local Units of Government.</p> <p>The terms and conditions of this Contract are those of ITB #07114001241 this Contract Agreement and the vendor's quote dated June 14, 2004. 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>Estimated Contract Value: \$1,364,007.00</p>	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the **ITB No.07114001241**. Orders for delivery of equipment will be issued directly by the **Department of Community Health** through the issuance of a Purchase Order Form.

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

<p>FOR THE VENDOR:</p> <p style="text-align: center;">Self – Seal Container Corporation _____ Firm Name</p> <p style="text-align: center;">_____ Authorized Agent Signature</p> <p style="text-align: center;">_____ Authorized Agent (Print or Type)</p> <p style="text-align: center;">_____ Date</p>	<p>FOR THE STATE:</p> <p style="text-align: center;">_____ Signature Jeffrey A. White, Acting Director _____ Name Tactical Purchasing, Acquisition Services _____ Title</p> <p style="text-align: center;">_____ Date</p>
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STATE OF MICHIGAN
Department of Management and Budget
Acquisition Services

Contract #07B4200343
Diagnostic Shipping Cartons

Buyer Name: Joan Bosheff
Telephone Number: (517) 373-7374
E-Mail Address: bosheffj@michigan.gov



TABLE OF CONTENTS

ARTICLE 1 – STATEMENT OF WORK (SOW)..... 1

1.0 Introduction 1

1.001 PROJECT TITLE AND DESCRIPTION 1

1.002 PROJECT CONTROL 1

1.1 Product Quality..... 1

1.101 SPECIFICATIONS..... 1

1.2 Service Capabilities..... 1

1.201 CUSTOMER SERVICE/ORDERING 1

1.202 TRAINING..... 2

1.203 REPORTING 2

1.205 SECURITY 2

1.3 Delivery Capabilities..... 2

1.301 TIME FRAMES 2

1.302 MINIMUM ORDER..... 2

1.303 PACKAGING 2

1.304 PALLETIZING 3

1.305 DELIVERY TERM..... 3

1.306 RESERVED 3

1.4 Project Price..... 3

1.401 PRICING 3

1.402 QUICK PAYMENT TERMS 3

1.403 PRICE TERM..... 3

1.5 Quantity term..... 4

ARTICLE 2 – GENERAL TERMS AND CONDITIONS..... 5

2.0 Introduction 5

2.001 GENERAL PURPOSE..... 5

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR 5

2.003 NOTICE 5

2.004 CONTRACT TERM 6

2.005 GOVERNING LAW..... 6

2.006 APPLICABLE STATUTES..... 6

2.007 RELATIONSHIP OF THE PARTIES 7

2.008 HEADINGS..... 7

2.009 MERGER 7

2.010 SEVERABILITY..... 7

2.011 SURVIVORSHIP..... 7

2.012 NO WAIVER OF DEFAULT 7

2.013 PURCHASE ORDERS 7

2.1 Vendor/Contractor Obligations..... 7

2.101 ACCOUNTING RECORDS 7

2.102 NOTIFICATION OF OWNERSHIP..... 8

2.103 RESERVED 8

2.104 RESERVED 8

2.105 RESERVED 8

2.106 RESERVED 8

2.107 RESERVED 8

2.108 COMPETITION IN SUBCONTRACTING..... 8

2.109 CALL CENTER DISCLOSURE..... 8

2.2 Contract Performance 9

2.201 TIME IS OF THE ESSENCE 9

2.202 RESERVED 9

2.203 RESERVED 9



2.204	RESERVED	9
2.205	ELECTRONIC PAYMENT AVAILABILITY	9
2.206	RESERVED	9
2.3	Contract Rights and Obligations	9
2.301	INCURRING COSTS	9
2.302	CONTRACTOR RESPONSIBILITIES	9
2.303	ASSIGNMENT AND DELEGATION	9
2.304	TAXES	10
2.305	INDEMNIFICATION.....	10
2.306	LIMITATION OF LIABILITY	13
2.307	CONTRACT DISTRIBUTION	13
2.308	FORM, FUNCTION, AND UTILITY	13
2.309	ASSIGNMENT OF ANTITRUST CAUSE OF ACTION.....	13
2.310	RESERVED	13
2.311	RESERVED	13
2.312	RESERVED	13
2.313	RESERVED	13
2.314	WEBSITE INCORPORATION.....	13
2.4	Contract Review and Evaluation.....	14
2.401	CONTRACT COMPLIANCE INSPECTOR	14
2.402	PERFORMANCE REVIEWS	14
2.403	AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS....	14
2.5	Quality and Warranties	14
2.501	PROHIBITED PRODUCTS	14
2.502	QUALITY ASSURANCE	15
2.503	INSPECTION.....	15
2.504	GENERAL WARRANTY	15
2.505	RESERVED	15
2.506	RESERVED	15
2.507	RESERVED	15
2.508	RESERVED	15
2.509	RESERVED	15
2.6	Breach of Contract	15
2.601	BREACH DEFINED.....	15
2.602	NOTICE AND THE RIGHT TO CURE.....	16
2.603	EXCUSABLE FAILURE	16
2.7	Remedies	17
2.701	CANCELLATION	17
2.702	RESERVED	18
2.703	RESERVED	18
2.704	RESERVED	18
2.705	RESERVED	18
2.8	Changes, Modifications, and Amendments	18
2.801	APPROVALS	18
2.802	RESERVED	18
2.803	MODIFICATION	18
2.804	RESERVED	18
2.805	RESERVED	18

Attachments:

- Specifications
- Abbreviation Language
- Infectious Substances and Diagnostic Specimens Shipping Guidelines



ARTICLE 1 – STATEMENT OF WORK (SOW)

1.0 Introduction

1.001 PROJECT TITLE AND DESCRIPTION

This Contract is for Diagnostic Shipping Cartons for the Department of Community Health.

1.002 PROJECT CONTROL

Project Control

- a. The Contractor will carry out this project under the direction and control of the Department of Community Health.
- b. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet monthly, as a minimum, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.

1.1 Product Quality

1.101 SPECIFICATIONS

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in the "Item Listing" and/or copies of specifications attached.

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

The Contractor shall have the capacity to receive orders electronically, by phone, facsimile, and by written order. The Contractor shall provide a statewide toll-free phone number for phone orders. Contractor shall have internal controls, approved by Acquisition Services, to insure that authorized individuals with the State place orders. The Contractor shall verify orders that have quantities that appear to be abnormal or excessive.

The Contractor shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. The Contractor shall have experienced sales representatives make timely personal visits to State accounts. The Contractor's customer service must respond to State agency inquiries promptly. The Contractor shall provide a statewide toll-free number for customer service calls.

Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

**1.202 TRAINING**

The Contractor shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, the Contractor shall provide in-service training to agency personnel on products, installation, and product safety issues. The Contractor shall also provide agency training jointly with the State as needed during the period covered by the contract at no additional charge.

1.203 REPORTING

The Contractor shall have the capability to generate reports. The Contractor shall be able to provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.

1.205 SECURITY

The Contract may require frequent deliveries to State of Michigan facilities. Upon request by the State, the Contractor shall provide the results of all security background checks.

Upon review of the security measures included in the Contractor's proposal, the State will decide whether to issue State ID badges to the Contractor's delivery personnel or accept the ID badge issued to delivery personnel by the bidder.

The State may decide to also perform a security background check. If so, the Contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number of driver license number would also be helpful).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

1.3 Delivery Capabilities**1.301 TIME FRAMES**

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

1.302 MINIMUM ORDER

The minimum order is as follows: Item 001—50 cases; Item 2—15 cases; Item 003—25 cases; Item 004—240 cases; Item 005—50 cases.

1.303 PACKAGING

The Contractor shall provide packaging that most closely meets these packaging sizes.

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.

**1.304 PALLETIZING**

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturers standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

1.305 DELIVERY TERM

Prices are "F.O.B. Delivered" with transportation charges prepaid on all orders (Item 001—50 cases; Item 002—15 cases; Item 003-25 cases; Item 004—240 cases; Item 005—50 cases).

Freight Charges - Should an agency order below the minimum order requirement of a Contract, or should a vendor quote F.O.B. Shipping Point on one-time purchases, the Contractor for shipping products must use one of the following carriers. Orders being shipped from or to in the State of Michigan or the States of Illinois, Indiana, Ohio, and Wisconsin, use Alvan Motor Freight (Tel: (800) 632-4172, attention Earl Batenburg); orders being shipped from or to ALL other states, use Roadway Express, Inc. (Tel: (800) 253-3193, attention David Lewis).

United Parcel Service (UPS) must be used in instances where the weight of the shipment is less than 150 lbs., or where shipments could be separated into smaller parcels such as three (3) 50 lb. packages. Also, if the shipment weighs less than 150 lbs, but costs \$3000 or more, it must be sent by the appropriate carrier listed above.

If the Contractor fails to follow these shipping instructions, the State shall pay the carrier used and deduct the difference from the Contractor's invoice for the amount that was charged and the amount that would have been charged if the requested carrier had been used.

1.306 RESERVED**1.4 Project Price****1.401 PRICING**

See attached Item Listing for pricing for the items included on this Contract.

1.402 QUICK PAYMENT TERMS

The State of Michigan is interested in payment terms that reflect cost savings to the State based on an accelerated payment process.

1.403 PRICE TERM

Prices are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published



by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period.

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. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

1.5 Quantity term

Requirements – Vendor agrees to supply all that the Department of Community Health requires.



ARTICLE 2 – GENERAL TERMS AND CONDITIONS

2.0 Introduction

2.001 GENERAL PURPOSE

The Contract is for Diagnostic Shipping Cartons for the State of Michigan, Department of Community Health. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services 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 various State Agencies on the Purchase Order Contract Release Form. Bids are due and will be publicly identified at the time noted on the Invitation To Bid (ITB) Form.

Indicated on the Invitation To Bid cover page is the "ship to" address for the participating agency. However, if the Contractor and the State agree, additional State agencies may participate should the need develop.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Department of Community Health, hereinafter known as DCH. Where actions are a combination of those of Acquisition Services and DCH, the authority will be known as the State.

Acquisition Services 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. Acquisition Services is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Acquisition Services and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget
Acquisition Services
ATTN: Joan Bosheff
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
Phone: (517) 373-7374
Email: bosheffi@michigan.gov

2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.



2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will October 1, 2004, through October 1, 2007.

Option. The State reserves the right to exercise two one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

Written notice will be provided to the Contractor within 14 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause.

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, the Contractor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)
MI OSHA MCL §§ 408.1001 – 408.1094
Freedom of Information Act (FOIA) MCL §§ 15.231, et seq.
Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.
MI Consumer Protection Act MCL §§ 445.901 – 445.922
Laws relating to wages, payments of wages, and fringe benefits on state projects
MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.
Department of Civil Service Rules and regulations
Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.
Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.
MCL §§ 423.321, et seq.
MCL § 18.1264 (law regarding debarment)
Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.
Contract Work Hours and Safety Standards Act (CWHSA) 40 USCS § 327, et seq.
Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795
Rules and regulations of the Environmental Protection Agency
Internal Revenue Code
Rules and regulations of the Equal Employment Opportunity Commission (EEOC)
The Civil Rights Act of 1964, USCS Chapter 42
Title VII, 42 USCS §§ 2000e et seq.
The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106



Sherman Act, 15 U.S.C.S. § 1 et seq.
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.
Clayton Act, 15 U.S.C.S. § 14 et seq.
Infectious Substances and Diagnostic Specimens Shipping Guidelines

2.007 RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

2.008 HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 SEVERABILITY

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

2.011 SURVIVORSHIP

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

2.012 NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the 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 the Contract.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by DCH through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor/Contractor Obligations

2.101 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 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.

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Acquisition Services within 30 days.
2. The Contractor shall also notify the Acquisition Services within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Acquisition Services or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 RESERVED**2.104 RESERVED****2.105 RESERVED****2.106 RESERVED****2.107 RESERVED****2.108 COMPETITION IN SUBCONTRACTING**

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

2.109 CALL CENTER DISCLOSURE

The Contractor and/or all subcontractors involved in the performance of this contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

**2.2 Contract Performance****2.201 TIME IS OF THE ESSENCE**

The Contractor is on notice that time is of the essence in the performance of this contract. Late performance will be considered a material breach of this contract, giving the State a right to invoke all remedies available to it under this contract.

2.202 RESERVED**2.203 RESERVED****2.204 RESERVED****2.205 ELECTRONIC PAYMENT AVAILABILITY**

Electronic transfer of funds is available to State contractors. The Contractor is encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 RESERVED**2.3 Contract Rights and Obligations****2.301 INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The 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 the Contract.

2.302 CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the 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, the 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 Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the 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 Director of Acquisition Services.



The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

The Contractor shall obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address that the Contractor provided in the ITB.

2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

2.305 INDEMNIFICATION

General Indemnification

To the fullest extent permitted by law, 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:

1. 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.
2. 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;
3. 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;
4. 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;

5. 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.

Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, 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.

Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, 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 sub clauses, 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 sub clause.



Continuation of Indemnification Obligation

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

Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

**2.306 LIMITATION OF LIABILITY**

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.307 CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to DCH and local units of government unless other arrangements are authorized by Acquisition Services.

2.308 FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the Contractor hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

2.310 RESERVED**2.311 RESERVED****2.312 RESERVED****2.313 RESERVED****2.314 WEBSITE INCORPORATION**

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.



2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services.** The Contract Compliance Inspector for this project is:

Shirley Martin
Contract Management Section
Department of Community Health
4th Floor, Lewis Cass Building
320 South Walnut Street
Lansing, MI 48909
Phone: (517) 241-2305
Fax: (517) 241-2252
Email: martins@michigan.gov

2.402 PERFORMANCE REVIEWS

Acquisition Services in conjunction with DCH may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Acquisition Services has approved a change.

**2.502 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.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

2.503 INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

2.504 GENERAL WARRANTY

Warranty of Merchantability – Goods provided by vendor under this agreement shall be merchantable. All goods provided under this contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.

2.505 RESERVED**2.506 RESERVED****2.507 RESERVED****2.508 RESERVED****2.509 RESERVED****2.6 Breach of Contract****2.601 BREACH DEFINED**

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.



2.602 NOTICE AND THE 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.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaroud plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaroud plans or other means.



2.7 Remedies

2.701 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 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. Non-Appropriation. 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. Criminal Conviction. 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. Approvals Rescinded. The State may terminate this Contract without further liability or penalty 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 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.702 RESERVED

2.703 RESERVED

2.704 RESERVED

2.705 RESERVED

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

The 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.

2.802 RESERVED

2.803 MODIFICATION

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

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 Acquisition Services.

2.804 RESERVED

2.805 RESERVED

**CONTAINER SPECIFICATIONS AND PRICING**

- Item 001** Mailer, dual fiberboard tube 2"x5", aluminum tube 1-3/4"x4-3/4", both containers with screw caps, 50/case.
CONTAINERS SHALL MEET ALL USDOT/ICAO CERTIFIED DIAGNOSTIC SHIPPING CONTAINERS SPECIFICATIONS.
Commodity Code: 640-35
Price: \$127.00/case
- Item 002** Mailer, dual fiberboard tube 2"x3-3/4", aluminum tube 1-3/4"x3-7/16", both containers with screw caps, 50/case.
CONTAINERS SHALL MEET ALL USDOT/ICAO CERTIFIED DIAGNOSTIC SHIPPING CONTAINERS SPECIFICATIONS.
Commodity Code: 640-35
Price: \$125.00/case
- Item 003** Custom-made mailer, dual fiberboard tube 2"x7-1/2", aluminum tube 1-3/4"x 6-7/8", both containers with screw caps, 50, case.
CONTAINERS SHALL MEET ALL USDOT/ICAO CERTIFIED DIAGNOSTIC SHIPPING CONTAINERS SPECIFICATIONS.
Commodity Code: 640-35
Price: \$163.00/case
- Item 004** Kit, specimen transport, dual mailing system containing: 1) A cylindrical inner transport container with dimensions equivalent to 1" in diameter and 6-3/8" in length. Container shall have a lined screw cap closure to prevent leakage and shall be made of aluminum or some equally autoclavable material, and 2) An outer cylindrical mailing case to provide for the total enclosure and containment of Item 001. Mailing container shall have a screw cap closure and be constructed of corrugated fiberboard, cardboard or other suitable materials of equivalent strength. Dimensions: 1-1/4" diameter x 6-5/8" length, 50/case.
KITS SHALL BE SUPPLIED AS AN ASSEMBLED COMPLETE SET PER CASE. ALSO, CONTAINERS SHALL MEET ALL USDOT/ICAO CERTIFIED DIAGNOSTIC SHIPPING CONTAINERS SPECIFICATIONS.
Commodity Code: 640-35
Price: \$116.00/case
- Item 005** UN Infectious Substance Shipper—Container, Med-Pak U.N. certified infectious substance shipping container, 15 units/master carton.
SHIPPER SHALL MEET UN 6.2 STANDARD FOR THE SHIPMENT OF INFECTIOUS SUBSTANCES.
Commodity Code: 640-35
Price: \$111.00/case

**ALL SHIPPING CONTAINERS MUST MEET THE REQUIREMENTS BELOW:**

1. The primary or secondary container shall be capable of withstanding an internal pressure of at least 14 psi.
2. The completed package shall be capable of passing a drop test from a height of at least 3.9 feet.
3. Item 005 shall meet the UN 6.2 Standard for the Shipment of Infectious Substances.
4. The complete specimen package shall be marked with the words "DIAGNOSTIC SEPCIMENTS".
2. The complete specimen package shall be marked with the words "DIAGNOSTIC SPECIMENS".



USDOT
United States Department of Transportation

ICAO
International Civil Aviation Organization

UN
United Nations

IATA
Infectious Substances and Diagnostic Specimens
Shipping Guidelines



1



35

Infectious Substances and Diagnostic Specimens Shipping Guidelines

4th Edition
Effective 1 January 2003

Until
12/31/2000/

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15

International Air Transport Association
Montreal — Geneva



International Air Transport Association

2

The primary receptacle or the secondary packaging shall be capable of withstanding without leakage an internal pressure producing a differential of not less than 95kPa. Each package shall be clearly and durably marked with the words "DIAGNOSTIC SPECIMENS".

Classification of Samples

The responsibility for classification of the goods to be transported lies with the consignor. If the customer is unsure of how an item should be transported suggest they carry out a risk assessment. This should identify how the item should be transported.

Dry Ice Shipments

Dry Ice Shipments are prohibited.

Infectious Substances

Infectious substances are prohibited in the international post but may be carried domestically. Royal Mail will only accept infectious substances in World Health Organization Risk Groups 1 and 2 and also Risk Group 3 pathogens not listed in Schedule 9, part 5 of the latest edition of the Control of Substances Hazardous to Health. Substances known to contain or reasonably expected to contain infectious substances in Risk Group 4 are prohibited for carriage. Infectious substances shall be packaged in accordance with Packing Instruction 602. (If you are uncertain of your obligations when sending this Class of Dangerous Goods please read the relevant sections in the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air. Samples should not exceed 50ml or 5 grams.)

2.3.5 United States of America

The US Postal Service requirements for infectious substances are outlined in the Domestic Mail Manual (DMM). According to the DMM (C023.8):

"Etiologic agent preparations, clinical specimens, and biologic products are nonmailable, except when they are intended for:

- Medical or veterinary use or,
- Research or,
- Laboratory certification or,
- Related to public health; and

when it is determined that such items are properly prepared for mailing to withstand shocks, pressure changes, and other conditions incident to ordinary handling in transit."



International Air Transport Association

2

All etiologic agent preparations and clinical specimens known or reasonably believed to contain an etiologic agent must conform to PHS/CDC's 42 CFR (72.3 a), meet the packaging requirements of DOT's 49 CFR and must not exceed 50 ml per outside package (total volume of all enclosed primary containers). Sufficient outage (space for liquid expansion) must be provided so that the primary container is not liquid full at 130°F (55°C). In general, shipments have to conform to DOT regulations.

Other requirements apply as outlined in DMM (C023.8.3 a-f).

The current DMM provisions allow you to use packaging materials that do not have to be type tested prior to use, they only need to be capable of passing the tests. This means that some of the packaging material available does not have any certification, which might make it less expensive to acquire. Nevertheless, the US Postal Service has the power to submit any package for testing according to the US Postal Service and/or DOT standards. Packages that are not capable of passing the tests can result in fines. Since the US Postal Service uses air transportation with carriers that have to meet IATA/ICAO standards, it is strongly recommended that you use certified containers, independent of the mode of transportation.

It is strongly recommended that certified containers be used, independent of the mode of transportation.

To expedite delivery and reduce handling, a mail parcel containing etiologic agents (infectious substances) must be sent by First-Class Mail, Priority Mail or Express Mail. In addition, a package containing a pathogen from the List of Etiologic Agents in 42 CFR 72.3(f) must be consigned by a method that allows tracking such as Registered Mail or an equivalent system.

An up-to-date edition of the USPS Domestic Mail Manual (DMM) and the International Mail Manual (IMM) can be found at <http://pe.usps.gov>. They are updated as new bulletins are issued.

See DMM C023 for Domestic Mail Hazmat regulations and IMM 135 for International Mail Hazmat regulations.

2.4 SHIPPER'S RESPONSIBILITIES

2.4.1 General

What is the shipper's responsibility?

- Before shipment, ensure that all relevant persons have received training to enable them to carry out their responsibilities, and provide such information as is required to perform these duties;
- Ensure that the substances are not prohibited for transport;
- identify and classify the material to be shipped;



International Air Transport Association

2

- correctly pack, label, mark and document your shipment according to the regulations;
- make all necessary advance arrangements with the recipient (consignee), and the carrier, if necessary (e.g., for infectious materials) as per paragraph 2.5.2.

2.4.2 Air Mode Requirements

Before offering any infectious substances for carriage, the shipper must have made advance arrangements for the shipment.

Specifically:

- with the receiver of the specimens including investigating the need for an import permit;
- with the carrier to ensure:
 - that the shipment will be accepted for appropriate transport;
 - that the shipment (direct transport if possible) is undertaken by the most direct routing avoiding arrival at weekends;
- prepares necessary documentation including permits, dispatch and shipping documents;
- notifies the receiver of transportation arrangements once these have been made, well in advance of expected arrival time.
- a statement to this effect must be included on the Shipper's Declaration for Dangerous Goods as shown in Section 8.2 (13).

2.5 PACKAGE SUPPLIER'S RESPONSIBILITIES

In order to help shippers in selecting the proper packaging, regulations require manufacturers to complete a test report and make it available to the users of their packagings. In addition, carriers may also request a copy of the test report if they are in any doubt as to the integrity of a package offered for transport.

Packagings must be manufactured and tested under a quality assurance program that satisfies the appropriate national authority.

Manufacturers and subsequent distributors of packagings must provide information regarding procedures to be followed (including closure instructions for inner packagings and receptacles), a description of the types and dimensions of closures (including required gaskets) and any other components needed to ensure that packages as presented for transport are capable of passing the applicable performance tests of DGR 6.3 to 6.6 and the pressure differential requirements of DGR 5.0.2.9, as applicable.